

# Oak Park

## City Council Agenda

December 21, 2015





**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**36<sup>th</sup> CITY COUNCIL**  
**OAK PARK, MICHIGAN**  
**December 21, 2015**  
**7:00 PM**

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**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

The following routine items are presented for 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. Special Council Meeting Minutes of December 7, 2015
- B. Regular Council Meeting Minutes of December 7, 2015
- C. Library Board of Directors Meeting Minutes of October 20, 2015
- D. Request approval for budgeted payment of \$40,500.00 to Rehmann Robson for audit work performed for fiscal year ending June 30, 2015
- E. Request approval for CLEMIS Agreement for IT Services and to authorize the City Manager to sign the agreement on behalf of the City
- F. Payment of invoices from Orchard, Hiltz & McCliment (OHM) for Water Reservoir Pumping Station Improvements, Traffic Signal Design and Oak Park Boulevard and Lincoln Rehabilitation in the total amount of \$54,656.75
- G. Payment Application No. 1 for the 2015-16 Miscellaneous Concrete Repair Project, M-621 to Mattioli Cement Company, LLC in the total amount of \$58,867.73
- H. Change Order No. 1 in the amount of (\$21,034.60) and Payment Application No. 1 in the amount of \$258,757.20 to Insituform Technologies USA for the 2014 Sewer Lining Project, M-588
- I. Request to cancel the December 22, 2015 regularly scheduled Zoning Board of Appeals Meeting
- J. Request to schedule a Public Hearing on January 18, 2016 to hear comments on the proposed Corridor Improvement Authority Development and TIF Plans
- K. Public Safety Activity Summary Report for November 2015
- L. Licenses - New and Renewals as submitted for December 21, 2015

**6. RECOGNITION OF VISITING ELECTED OFFICIALS:**

**7. SPECIAL RECOGNITION/PRESENTATIONS:**

- A. Remembrance of Officer Mason Samborski
- B. City Manager Employee Recognition – Greg Childs, Technical and Planning Services

**8. PUBLIC HEARINGS: None**

**9. COMMUNICATIONS: None**

**10. SPECIAL LICENSES:**

- A. Special Event Request as submitted by Congregation Aish, 25725 Coolidge, Oak Park, Michigan, for an annual membership fundraiser event to be held on January 23, 2016

**11. ACCOUNTING REPORTS:**

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$15,965.93
- B. Approval for payment of an invoice submitted by Howard L. Shifman, P.C., for legal services retainer for January 1, 2016 thru March 31, 2015 in the total amount of \$15,000.00

**12. BIDS: None**

**13. ORDINANCES: None**

**14. CITY ATTORNEY:**

- A. Request for approval of Consent Judgment in the Tax Tribunal matter of Royal Plaza Shops LLC v. City of Oak Park, MTT Docket No. 14-001780
- B. Request for approval of Consent Judgment in the Tax Tribunal matter of Parkwoods Plaza Center, LLC v. City of Oak Park, MTT Docket No. 15-001047

**15. CITY MANAGER:**

**Information Technology**

- A. Proposal for IT Services from Singson Corporation

**Public Works**

- B. Proposal from Orchard, Hiltz & McCliment, Inc. (OHM) to perform the conceptual design of the roadway and public space improvements along Nine Mile Road from Greenfield to Pinecrest Drive for an hourly not to exceed amount of \$57,500.00 upon final review by the City Attorney

**Finance**

- C. Quarterly Investment Report
- D. Request approval of the Oak Park Investment Policy

**16. CALL TO THE AUDIENCE**

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

**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  
SPECIAL COUNCIL MEETING OF THE  
36<sup>th</sup> OAK PARK CITY COUNCIL  
December 7, 2015  
5:30 P.M.**

## MINUTES

This Special Meeting of the 36<sup>th</sup> Oak Park City Council was held in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237.

Notice of this Special Meeting was given in compliance with the provisions of Act 267 of the Public Acts of Michigan, 1976, as amended, the "Open Meetings Act".

The Special Meeting was called to order by Mayor McClellan at 5:34 P.M.

**PRESENT:** Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner, Council Member Rich

**ABSENT:** Council Member Speech (Excused)

**ALSO PRESENT:** City Manager Tungate, City Clerk Norris, Assistant City Manager Yee, City Attorney Duff, City Attorney Murphy, City Attorney Shifman, Human Resource Director Brooks, Assistant to the City Manager McLain

**SCM-12-458-15            MOTION TO EXCUSE THE ABSENCE OF COUNCIL MEMBER  
SPEECH - APPROVED**

Motion by Radner, seconded by Rich, **CARRIED UNANIMOUSLY**, to excuse Council Member Speech's absence due to illness.

Voice Vote:	Yes:	McClellan, Burns, Radner, Rich
	No:	None
	Absent:	Speech

**MOTION DECLARED ADOPTED**

**SPECIAL BUSINESS:**

**(AGENDA ITEM A) Discussion of amendments to City Ordinances related to Alcoholic Liquor**

Community and Economic Development Director Marrone presented proposed amendments to Sections of the Code of Ordinances that pertain to alcoholic liquor and Council discussed the proposed changes item by item.

The proposed text amendments make adjustments to the liquor licensing requirements as follows:

- All references to "beer and wine" throughout the Zoning Ordinance are changed to the all-encompassing "alcoholic liquor".
- Section 1930 B, D, & E are removed and relocated to General Code.
- The minimum number of 40 patrons for a restaurant to receive approval has been eliminated.

- The location/distance requirement has been modified to follow the Michigan Liquor Control Code measurement practice and excludes any adjacent properties to a school or place of worship. In addition, the spacing requirement only refers to schools and places of worship and no longer includes parks.
- A provision has been added similar to the Michigan Liquor Control Code that allows City Council to waive the location/distance requirement if the school or place of worship does not object to the restaurant serving alcohol and City Council determines the establishment will not adversely affect the operation of the school or place of worship
- Hours of operation consistent with the hours established by the Liquor Control Commission for such establishments

The proposed text amendments make adjustments to the liquor licensing requirements in the General Code as follows:

- The contract provision between the licensee and city is removed. Sec. 6-54 (e)
- Sec 6-54 (f) is added and has been moved from the zoning requirements to the general code
- Sec. 6-55 (1) is removed and no longer requires a minimum of seating for 40 people
- 6-55 (3) is removed and added to the zoning requirements
- Sec 6-55 (4) removes the 90 day review of revenues
- Sec 6-55 (5) is removed and will allow for admission charges
- Section 6-55 (6) is changed to follow liquor control hours of operation

After discussion there was general consensus to have the City Attorney rework Section 1930, Item F, regarding the location/distance requirements of restaurants serving alcoholic liquor. Additionally there was consensus to keep the contract provision in Item E of Section 6-54 – Licensing policy.

Council debated issues related to removing the seating requirement in #1 of Section 6-55 and the admission fee and cover charge item listed as #5 of Section 6-55 – Restaurant requirements. There was consensus to continue the ordinance amendment discussion and postpone the first reading of the ordinances to a later meeting.

## **CLOSED SESSION**

**SCM-12-459-15**

**MOTION TO CONVENE INTO A CLOSED SESSION  
PURSUANT TO SECTION 8 OF THE OPEN MEETINGS ACT TO  
DISCUSS ATTORNEY CLIENT PRIVILEGED  
COMMUNICATION, PENDING LITIGATION AND  
COLLECTIVE BARGAINING AND TO DESIGNATE CITY  
ATTORNEY MURPHY TO KEEP THE MINUTES OF THE  
CLOSED SESSION - APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to convene into a Closed Session Pursuant to Section 8 of the Open Meetings Act to discuss Attorney Client Privileged Communication, Pending Litigation and Collective Bargaining and to designate City Attorney Murphy to keep the minutes of the Closed Session.

Roll Call Vote:        Yes:            McClellan, Burns, Radner, Rich  
                              No:            None  
                              Absent:        Speech

**MOTION DECLARED ADOPTED**

**(AGENDA ITEM C) City Manager Contract Extension**

This item was not considered at this meeting.

**SCM-12-460-15            MOTION TO APPROVE THE CLOSED SESSION MINUTES OF  
DECEMBER 7, 2015 - APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to approve the  
Closed Session Minutes of December 7, 2015.

Voice Vote:            Yes:            McClellan, Burns, Radner, Rich  
                              No:            None  
                              Absent:        Speech

**MOTION DECLARED ADOPTED**

**CALL TO THE AUDIENCE:**

There were no members of the audience wishing to speak.

**ADJOURNMENT:**

The Special Meeting adjourned at 6:59 p.m.

\_\_\_\_\_  
T. Edwin Norris, City Clerk

\_\_\_\_\_  
Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN  
REGULAR COUNCIL MEETING OF THE  
36<sup>th</sup> OAK PARK CITY COUNCIL  
December 7, 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. (248) 691-7544

**PRESENT:** Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner,  
Council Member Rich

**ABSENT:** Council Member Speech (Excused)

**OTHERS**

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

**CM-12-461-15            MOTION TO EXCUSE THE ABSENCE OF COUNCIL MEMBER  
SPEECH - APPROVED**

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to excuse Council Member Speech's absence due to illness.

Voice Vote:	Yes:	McClellan, Burns, Radner, Rich
	No:	None
	Absent:	Speech

**MOTION DECLARED ADOPTED**

**APPROVAL OF AGENDA:**

**CM-12-462-15            (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH CHANGES  
- APPROVED**

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

- Item #13A and 13B removed from the agenda for later consideration

Voice Vote:	Yes:	McClellan, Burns, Radner, Rich
	No:	None
	Absent:	Speech

**MOTION DECLARED ADOPTED**

**CONSENT AGENDA:**

**CM-12-463-15 (AGENDA ITEM #5A-J) CONSENT AGENDA - APPROVED**

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

- A. Special Council Meeting Minutes of November 9, 2015 **CM-12-464-15**
- B. Organizational Council Meeting Minutes of November 9, 2015 **CM-12-465-15**
- C. Regular Council Meeting Minutes of November 16, 2015 **CM-12-466-15**
- D. Corridor Improvement Authority Meeting Minutes of October 22, 2015 **CM-12-467-15**
- E. Zoning Board of Appeals Meeting Minutes of October 27, 2015 **CM-12-468-15**
- F. Request to schedule a meeting of the Brownfield Redevelopment Authority/Economic Development Corporation on December 17, 2015 at 7:00 PM **CM-12-469-15**
- G. Public Safety Activity Summary Report for October, 2015 **CM-12-470-15**
- H. Payment Application No. 1 to Nagle Paving Company for the 2015 Shepherd Park Parking Lot Reconstruction Project, M-608 in the total amount of \$117,487.46 **CM-12-471-15**
- I. Payment of invoices from Orchard, Hiltz & McCliment for Water Reservoir Pumping Station Improvements, Traffic Signal Design and Oak Park Boulevard Rehabilitation in the total amount of \$22,539.95 **CM-12-472-15**
- J. Request to cancel the regularly scheduled Ethnic Advisory Commission Meeting of December 10, 2015 **CM-12-473-15**
- J. Licenses - New and Renewals as submitted for November 16, 2015 **CM-11-474-15**

<u>NEW MERCHANT</u> (Subject to all Departmental Approvals)	<u>ADDRESS</u>	<u>FEE</u>
Four Brothers Packaging	13200 Cloverdale	\$150
Hair Unique	8138 Nine Mile	\$150
Mark A. Wolfson DDS PC	26601 Coolidge	\$150
Maria K's	10760 Nine Mile	\$150
 <u>RENEWALS</u>		
EZ Groom	10411 Capital	\$150
Innovative Tool & Design Corp	10725 Capital	\$150
Brown-Darnell Co	12701 Capital	\$150
Security Central Protection	12821 Capital	\$150
J&D Auto Service	13051 Capital	\$150
Walker Printiery Inc.	13351 Cloverdale	\$150
Machine R.E. Sales	21020 Coolidge	\$150
Tobacco Import USA	21060 Coolidge	\$150
New Northend Market	21601 Coolidge	\$150
Trinity Physical Therapy	21675 Coolidge 1B	\$150
Mopec	21750 Coolidge	\$150
Olympic Cycle & Fitness	22031 Coolidge	\$150
Xquisite Stylz LLC	22111 Coolidge	\$150
McKinney Jenkins & Assoc/Jackson Hewitt	22115 Coolidge	\$150
Bravo Tax USA Inc.	22128 Coolidge	\$150
Lee Beauty Supplies Discount	22136 Coolidge	\$150
Mercury Drugs	22150 Coolidge	\$150
Chiropractic Works, P.C.	23120 Coolidge	\$150

Stanley Upholstering Inc.	25651 Coolidge	\$150
Steppin Out On Faith Learning	25941 Coolidge	\$150
Oak Park Barbers	26003 Coolidge	\$150
Mattress Wholesale	14510 Eight Mile	\$150
Metro Storage	15200 Eight Mile	\$150
Quality Car Wash II	14421 Eleven Mile	\$150
Seerco Inc.	14441 Eleven Mile A	\$150
Regal Wines	14721 Eleven Mile	\$150
Kabob Coney Island	21700 Greenfield 120	\$150
Hazy Institute of Learning	21700 Greenfield 264	\$150
Gold Fashion Jewelry	21700 Greenfield 333	\$150
Diamond Fashion Jewelers	21700 Greenfield 337	\$150
Maro Jewelers	21700 Greenfield 365	\$150
Oak Park Donuts Inc.	25170 Greenfield	\$150
Pita Cafe	25282 Greenfield	\$150
Express Care Medical Supply	25900 Greenfield 121	\$150
Book Beat	26010 Greenfield	\$150
Unique Lady	13645 Nine Mile	\$150
Pairs Food Store	9000 Nine Mile	\$150
Silvia's European Hair Design	10132 Nine Mile	\$150
Mark Cabinetry	8510 Northend	\$150
Interstate Auto Body	21815 Republic	\$150
Alfa Medical Equipment Supplies	13181 Ten Mile	\$150
Glory Supermarket	22150 Coolidge	\$150
Stanley Upholstering Inc.	25651 Coolidge	\$150
Barton Malow	21090 Fern	\$150
Tina Nails & Spa	24720 Greenfield	\$150
Dreamstar Realty	12726 Nine Mile	\$150
K & F Meat Market	13911 Nine Mile	\$150
Saunders Land Company	8564 Capital	\$150
Superior Electric Co of Greater Detroit	10280 Capital	\$150
Bacarbo LLC	13040 Capital	\$150
Partlan-Labadie Sheet Metal	12901 Cloverdale	\$150
D/A Central	13155 Cloverdale	\$150
Logan's Closeout	22106 Coolidge	\$150
Studio Nova	22153 Coolidge	\$150
Mak Wireless DBA Cricket Wireless	23035 Coolidge	\$150
H2O Life	24705 Coolidge	\$150
Shell Cleaners & Tailor	25905 Coolidge	\$150
Party Time Rental	12980 Eight Mile	\$150
Impressive Tile	12992 Eight Mile	\$150
Eight Mile Hagopian	14000 Eight Mile	\$150
EMA-US	14233 Eleven Mile	\$150
Arkk Engineering	14251 Eleven Mile	\$150
Simon & Sons Jewelers	21700 Greenfield 483	\$150
The Healthy Hair Gallery	23300 Greenfield 215	\$150
Marina's Alterations	15075 Lincoln 117	\$150
Leo Weiss PLBG & HTG	8500 Nine Mile	\$150
Margaret Hepke, D.O., P.C.	8750 Nine Mile	\$150

Don-S Done-Rite Auto Wash	10250 Nine Mile	\$150
Manistee Clinic	10300 Nine Mile	\$150
Coolidge Café	13400 Nine Mile	\$150
Gobind L Garo, MD	13801 Nine Mile	\$150
Papa's Pizza	15400 Nine Mile	\$150
Crescent Pattern Company	8720 Northend	\$150
Fancy Ladies Apparel	13261 Ten Mile	\$150
Jade Palace	13551 Ten Mile	\$150
Embassy Motel	14380 Eight Mile	\$150
Turf Tenders	13100 Cloverdale	\$150
Speedy Greasy	10200 Nine Mile	\$150
Nails Today	13731 Nine Mile	\$150
Oxford Hill Partners LLC	25900 Greenfield 232	\$150
Royal Container	21100 Hubbell	\$150

<u>PAWNBROKERS LICENSE</u>	<u>ADDRESS</u>	<u>FEE</u>
(Subject to all Departmental Approvals)		
Pay Beny, Inc.	21380 Greenfield	\$400
*Surety Bond approval		

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                                  No:      None  
                                  Absent:      Speech

**MOTION DECLARED ADOPTED**

**RECOGNITION OF VISITING ELECTED OFFICIALS: None**

**SPECIAL RECOGNITION/PRESENTATIONS: None**

**PUBLIC HEARINGS:**

(AGENDA ITEM #8A) Public Hearing to receive public comment on the allocation of the 2016 Community Development Block Grant Funds. Mayor McClellan opened the Public Hearing at 7:15 PM and it was immediately closed as there were no members of the public who wanted to speak.

**CM-12-475-15      (AGENDA ITEM #8B) RESOLUTION APPROVING THE RECOMMENDED ALLOCATIONS OF THE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AS AMENDED AND AUTHORIZING THE MAYOR TO SIGN THE SUBRECIPIENT AGREEMENT ON BEHALF OF THE CITY - APPROVED**

Motion by Radner, seconded by Burns, to approve the following resolution approving the recommended allocations of the 2016 Community Development Block Grant Funds and to authorize the Mayor to sign the Sub recipient Agreement on behalf of the City. Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to amend the resolution by changing the allocation as follows:

Code Enforcement	\$80,528.00
Public Service/Yard Services	\$30,000.00

The amended resolution was approved unanimously.

**RESOLUTION APPROVING THE 2016  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and

WHEREAS, Oakland County has requested CDBG eligible projects from participating communities for inclusion in the Action Plan; and

WHEREAS, the City of Oak Park is a participating local unit of government in the Oakland County Community Development Block Grant Program; and

WHEREAS, the City Of Oak Park has duly advertised and conducted a public hearing on December 7, 2015 for the purposes of receiving comments regarding the proposed use of Program Year 2016 Community Development Block Grant funds in the approximate amount of \$110,528.00; and

WHEREAS, the public hearing conformed to the guidelines of the Oakland County Community Development Division; and

WHEREAS, The City of Oak Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority needs:

Account Number	Project Name	Amount
172170-730310	Code Enforcement	\$80,528.00
172160-732170	Public Service/Yard Services	\$30,000.00

NOW THEREFORE, BE IT RESOLVED, that the City of Oak Park CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                             No:      None  
                             Absent:      Speech

**MOTION DECLARED ADOPTED**

Mayor Pro Tem Burns asked for the breakdown of the allocated Code Enforcement dollars and City Manager Tungate replied that it is used entirely to subsidize code enforcement salaries. Council discussed the idea of allocating another \$15,000 to Yard Services that would be taken from Code Enforcement. Council Member Radner asked if that would result in a pay reduction of code enforcement staff. Mr. Tungate replied that it would not because the general fund would be used to offset the re-allocated \$15,000.

**SPECIAL LICENSES:** None

**ACCOUNTING REPORTS:**

**CM-12-476-15 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF AN INVOICE AS SUBMITTED BY SECREST WARDLE, LYNCH, HAMPTON, TRUOX & MORLEY FOR LEGAL SERVICES IN THE AMOUNT OF \$640.00 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #1275109 as submitted by Secrest Wardle, Lynch, Hampton, Truox & Morley for legal services in the amount of \$640.00.

Roll Call Vote:           Yes:       McClellan, Burns, Radner, Rich  
                                  No:       None  
                                  Absent:   Speech

**MOTION DECLARED ADOPTED**

**BIDS:** None

**ORDINANCES:**

- A. First reading of an Ordinance to amend Appendix A – Zoning, of the Code of Ordinances, City of Oak park, Michigan, by Amending Sections 1930 of Article XIX, Section 204 of Article II, Section 702 of Article VII, Section 802 of Article VIII, Section 1202 of Article XII, and Section 1401 of Article XIV **(Removed for later consideration)**
- B. First reading of an Ordinance to amend Article III Regulation of On-The-Premises Consumption, of Chapter 6, Alcoholic Liquors, of The Code of Ordinances of The City of Oak Park by Amending Sections 6-54, 6-55, And 6-58 thereof **(Removed for later consideration)**

**CITY ATTORNEY REPORT:**

**CM-12-477-15 (AGENDA ITEM #14A) CONSENT JUDGEMENT IN THE TAX TRIBUNAL MATTER OF LINCOLN CENTER V. CITY OF OAK PARK, MTT DOCKET NO. 15-000584 - APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following Consent Judgement in the Tax Tribunal matter of Lincoln Center v. City of Oak Park, MTT Docket No. 15-000584:

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

Lincoln Center  
Petitioner,

v

MTT Docket No. 15-000584

City of Oak Park,  
Respondent.

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The case is pending in the Entire Tribunal.

2. Property Parcel No: 52-25-19-101-033.  
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	True Cash Value	Assessed Value	Taxable Value
2015	\$2,727,400	\$1,363,700	\$1,363,700

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

Tax Year	True Cash Value	Assessed Value	Taxable Value
2015	\$1,479,000	\$739,500	\$739,500

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                             No:      None  
                             Absent:      Speech

**MOTION DECLARED ADOPTED**

**CM-12-478-15      (AGENDA ITEM #14B) CONSENT JUDGEMENT IN THE TAX TRIBUNAL MATTER OF LINCOLN CENTER V. CITY OF OAK PARK, MTT DOCKET NO. 15-000584 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following Consent Judgement in the Tax Tribunal matter of Lincoln Center v. City of Oak Park, MTT Docket No. 15-000584:

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

Lincoln Center  
Petitioner,

v

MTT Docket No. 15-000767

City of Oak Park,  
Respondent.

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The case is pending in the Entire Tribunal.  
2. Property Parcel No: 52-25-19-101-027.  
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	True Cash Value	Assessed Value	Taxable Value
2015	\$4,525,400	\$2,262,700	\$2,262,700

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

Tax Year	True Cash Value	Assessed Value	Taxable Value
2015	\$4,108,000	\$2,054,000	\$2,054,000

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                             No:      None  
                             Absent:      Speech

**MOTION DECLARED ADOPTED**

**CITY MANAGER:**

**Administration**

**CM-12-479-15      (AGENDA ITEM #15A-D) CONTRACT EXTENSIONS WITH THE  
LABOR UNIONS FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017  
- APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following contract extensions with noted terms for the period of July 1, 2016 to June 30, 2017:

Oak Park Police Officers Labor Council, Oak Park Public Safety Command Officers Association	\$1,000 incentive paid before December 31, 2015 2% pay increase effective July 1, 2016
Oak Park Police Officers Association, Police Officers Association of Michigan	\$1,000 incentive paid before December 31, 2015 2% pay increase effective July 1, 2016 Discuss at a later date the "me-too" clause in regards to compensation time
Police Officers Association of Michigan – Dispatchers	\$1,000 incentive paid before December 31, 2015 2% pay increase effective July 1, 2016
Technical Professional Office Workers Association of Michigan	\$1,000 incentive paid before December 31, 2015 2% pay increase effective July 1, 2016

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                             No:      None  
                             Absent:      Speech

**MOTION DECLARED ADOPTED**

**CM-12-480-15      (AGENDA ITEM #15E) UNION CONTRACT TERMS EXTENDED TO  
NON-UNION GENERAL EMPLOYEES - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to provide the same union contract extension terms (\$1,000 incentive paid before December 31, 2015 and a 2% pay increase effective July 1, 2016) to non-union general employees.

Roll Call Vote:      Yes:      McClellan, Burns, Radner, Rich  
                             No:      None  
                             Absent:      Speech

**MOTION DECLARED ADOPTED**

**Department of Public Works**

**CM-12-481-15 (AGENDA ITEM #15F) PROPOSED CHANGE ORDER NO. 2 IN THE AMOUNT OF \$10,046.45 AND PAYMENT APPLICATION NO. 3 IN THE AMOUNT OF \$10,046.45 TO TROELSEN EXCAVATING FOR THE 2015 CATCH BASIN LINE REPLACEMENT AND SEWER LATERAL REPAIR PROJECT, M-606 - APPROVED**

Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to approve Proposed Change Order No. 2 in the amount of \$10,046.45 and Payment Application No. 3 in the amount of \$10,046.45 to Troelsen Excavating for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606

Roll Call Vote:            Yes:            McClellan, Burns, Radner, Rich  
                                  No:            None  
                                  Absent:      Speech

**MOTION DECLARED ADOPTED**

Assistant City Manager Yee summarized proposed Change Order No. 2 and Payment Application No. 3 for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606. The Change Order is an increase to repair a sewer line that was found to need open cut repair during the sewer lining project. He indicated the project is still below the original contract amount and is now 99% complete. Funding is available in the Water & Sewer Fund.

**FINANCIAL STATEMENT:**

Original Contract Amount:	\$ 369,522.50
Change Order No. 1:	(\$ 48,412.32)
Proposed Change Order No. 2:	<u>\$ 10,046.45</u>
New Contract Amount:	\$ 331,156.63
Total Completed to Date:	\$ 331,156.63
Less Retainage:	\$ 1,000.00
Net Earned:	\$ 330,156.63
Deductions:	\$ 0.00
Balance:	\$ 330,156.63
Payments to Date:	<u>\$ 320,110.18</u>
Amount Due Troelsen Excavating:	\$ 10,046.45

**CALL TO THE AUDIENCE:**

**Joyce Bannon**, 10611 Troy, suggested contacting the Oakland Livingston Human Services Agency (OLHSA) early this season if requesting assistance with snow removal.

**Burton Zipser**, 2345 Roanoke, thanked the City, particularly DPW and Public Safety for taking care of a downed tree branch in his neighborhood.

**CALL TO THE COUNCIL:**

**Mayor Pro Tem Burns** thanked everyone for coming out and advised them to be safe and dress appropriately as the weather becomes colder.

**Council Member Radner** told everyone to stay warm and have a good night.

**Council Member Rich** wished everyone a good night.

**Mayor McClellan** thanked everyone for coming and wished them a good night.

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:40 P.M.

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T. Edwin Norris, City Clerk

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Marian McClellan, Mayor



## OAK PARK PUBLIC LIBRARY BOARD of DIRECTORS MEETING

October 20, 2015 at 6:30 P.M.  
in Room 4 of the Oak Park Community Center

### MINUTES

**PRESENT:** Councilmember Burns, Comm. Francisco, Comm. Rice, Director Bowman.  
**ABSENT :** Comm. Barton, Comm. Chudnow

Meeting called to order at 6:30 P.M. Adjourned: 7:11 pm  
Minutes from last month's meeting read & approved.

**CORRESPONDENCE & CALL TO PUBLIC:** None

**LIBRARY DIRECTOR'S REPORT:** last month's Monthly Statistics & Monthly Report approved.

#### **OLD BUSINESS:**

- A. Computers – The new computers have been installed and are working extremely well. There are a few hiccups with the Envisionware, but otherwise people seem very pleased.
- B. SAM to Envisionware – Installation of Envisionware took place and we have encountered a few glitches. TLN is working hard to fix them, and they expect complete satisfaction very shortly.
- C. Strategic Planning – Director Bowman informed the board of the plan of cooperating with Recreation Director Hall and Community Development Director Marrone to combine our Strategic Plan process with their Master Plan process. This will save us money which will allow us to purchase the Envisionware software. Part of this process will include a Public Open House on November 18<sup>th</sup>, which will take the place of our November library board meeting.
- D. Teen Area Remodeling – Progress has been made in this area. We have received bids on a few shelving options. Charli Osborne is spear heading this project, and we hope to have it finished by the first of the year.

#### **NEW BUSINESS:**

- A. Public Safety / Camera – Comm. Francisco requested that we take a look at cameras for the library. Councilmember Burns will look into grants that may be used for purchase of this equipment. Director Bowman has spoken with Public Safety regarding the cameras and says they feel it would be beneficial for us to have the tapes if needed, but not to have them monitored constantly.

**OTHER:** none.

Meeting Adjourned at 7:11 PM.

Next meeting: Tuesday, December 18, 2015 at 6:30 P.M. in the Room 4 of the Recreation Center.

Respectfully submitted,  
Brandon Bowman, Library Director



# CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Agenda Item Request

Clerk's Office Use Only

Agenda Item # \_\_\_\_\_

**5D**

## BUSINESS OF THE CITY COUNCIL CITY OF OAK PARK, MICHIGAN

**AGENDA OF:** December 21, 2015

**SUBJECT:** Payment for FY 2014-15 Audit Invoices

**DEPARTMENT:** Finance

**SUMMARY:** Rehmann Robson, has requested payment in the amount of \$40,500.00 for the audit work performed for fiscal year ending June 30, 2015.

**FINANCIAL STATEMENT:**

**RECOMMENDED ACTION:** It is recommended that the amount of \$40,500.00 be approved for payment to Rehmann Robson, from the account 101-15-.201-818.000 (General Fund – Finance – Contractual Services).

**APPROVALS:**

**CITY MANAGER:**

**FINANCE DIRECTOR:**

**EXHIBITS:**

**Invoices**





CPAs & Consultants Wealth Advisors Corporate Investigators

Page: 1  
Date: 10/12/15  
Client: 01069  
Job: 1062449  
Inv#: RR273077

# INVOICE

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Jackson Office  
517.787.6503

Progress billing for the audit for the year ended June 30, 2015 13,500.00

**Payment Schedule:**

Payment #1	Due October 12, 2015	\$13,500 ✓
Payment #2	Due October 31, 2015	13,500
Payment #3	Due November 15, 2015	13,500
Payment #4	Due upon report issuance	5,000

Current Total \$13,500.00

Please detach and return with payment

*Please make all checks payable to "Rehmann Robson"*  
*Wire Transfer to Chase Bank quoting Invoice Number*  
*Account: 651933178*  
*Routing Number: 072000326*  
*(email confirmation to [judith.holmes@rehmann.com](mailto:judith.holmes@rehmann.com))*  
Credit Card payment call (989) 797-8443

Amount Due: \$13,500.00

Amount Paid: \_\_\_\_\_

Date: 10/12/15  
Inv#: RR273077  
Client: 01069  
Job: 1062449

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Saginaw Office  
5800 Gratiot Rd., Suite 201  
P.O. Box 2025  
Saginaw, MI 48605-2025





CPAs & Consultants Wealth Advisors Corporate Investigators

# INVOICE

Page: 1  
Date: 10/31/15  
Client: 01069  
Job: 1062449  
Inv#: RR273078

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Jackson Office  
517.787.6503

Progress billing for the audit for the year ended June 30, 2015 13,500.00

**Payment Schedule:**

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Payment #2	Due October 31, 2015	13,500 ✓
Payment #3	Due November 15, 2015	13,500
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Current Total \$13,500.00

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*Routing Number: 072000326*  
*(email confirmation to [judith.holmes@rehmann.com](mailto:judith.holmes@rehmann.com))*  
Credit Card payment call (989) 797-8443

Amount Due: \$13,500.00

Amount Paid: \_\_\_\_\_

Date: 10/31/15  
Inv#: RR273078  
Client: 01069  
Job: 1062449

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Saginaw Office  
5800 Gratiot Rd., Suite 201  
P.O. Box 2025  
Saginaw, MI 48605-2025





CPAs & Consultants Wealth Advisors Corporate Investigators

# INVOICE

Page: 1  
Date: 11/15/15  
Client: 01069  
Job: 1062449  
Inv#: RR273079

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Jackson Office  
517.787.6503

Progress billing for the audit for the year ended June 30, 2015 13,500.00

**Payment Schedule:**

Payment #1	Due October 12, 2015	\$13,500
Payment #2	Due October 31, 2015	13,500
Payment #3	Due November 15, 2015	13,500 ✓
Payment #4	Due upon report issuance	5,000

Current Total

\$13,500.00

Please detach and return with payment

*Please make all checks payable to "Rehmann Robson"*  
*Wire Transfer to Chase Bank quoting Invoice Number*  
*Account: 651933178*  
*Routing Number: 072000326*  
*(email confirmation to [judith.holmes@rehmann.com](mailto:judith.holmes@rehmann.com))*  
Credit Card payment call (989) 797-8443

Amount Due: \$13,500.00

Amount Paid: \_\_\_\_\_

Date: 11/15/15  
Inv#: RR273079  
Client: 01069  
Job: 1062449

City of Oak Park  
Attn Erik Tungate  
1400 Oak Park Blvd.  
Oak Park, MI 48237

Rehmann Robson  
Saginaw Office  
5800 Gratiot Rd., Suite 201  
P.O. Box 2025  
Saginaw, MI 48605-2025

Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).



# CITY OF OAK PARK

Steve Cooper, Director  
Department of Public Safety

Mayor  
Marian McClellan  
Mayor Pro Tem  
Carolyn Burns

5E

**AGENDA OF:** December 21, 2015

**AGENDA #**

**SUBJECT:** Inter Local Agreement for CLEMIS IT Services with the Oakland County  
(Renewal)

**DEPARTMENT:** Public Safety

**SUMMARY:** Attached is a copy of an Inter Local Agreement for CLEMIS IT Services with Oakland County. The acronym "CLEMIS" stands for (Court and Law Enforcement Management Information System). CLEMIS is a multifaceted regional public safety information management system, operated and maintained by Oakland County Department of Information Technology. CLEMIS is comprised of many software applications. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and improve the delivery of criminal justice/public safety services.

The Oak Park Public Safety Department currently use CLEMIS for prisoner processing (fingerprinting, booking, mugshots), report writing for police and fire incidents, In car computers, on-line crash reports, e-citations, daily log sheets, evidence and property system. This system is also used to access incident reports throughout the various agencies in multiple counties (Oakland, Macomb, Wayne and Genesee, etc.).

The Oak Park Department of Public Safety has used CLEMIS for over 25 years. This tool is invaluable and an absolute must for Public Safety.

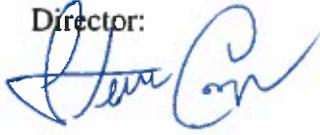
**FINANCIAL STATEMENT:** The only cost associated with the Inter Local Agreement are normal user fees for the various applications/software.

**RECOMMENDED ACTION:** Public Safety is requesting City Council to approve a resolution authorizing the City Manager to sign the Inter Local Agreement between Oakland County and the City of Oak Park.

**APPROVALS:**

City Manager

Director:

A handwritten signature in blue ink, appearing to read "Steve Con".

Finance Director

**EXHIBITS:**

**AGREEMENT FOR I.T. SERVICES BETWEEN  
OAKLAND COUNTY AND  
City of Oak Park**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Oak Park, 14000 Oak Park Blvd, Oak Park, MI 48237 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.5. **Public Body** means the City of Oak Park, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
  - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
  - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
  - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
  - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
  - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
  - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
  - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
  - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
  - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
  - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
  - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Pay Local Taxes
- Exhibit III: Web Publishing Suite
- Exhibit IV: Internet Service
- Exhibit V: Oaknet Connectivity
- Exhibit VI: Email Service
- Exhibit VII: Health Portal
- Exhibit VIII: Over The Counter Payments
- Exhibit IX: Data Center Use and Services
- Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in IV,V and X which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
- 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
  - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
    - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
    - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
  - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	<a href="mailto:servicecenter@oakgov.com">servicecenter@oakgov.com</a>

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
  - 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.
3. **PUBLIC BODY RESPONSIBILITIES.**
- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
  - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
  - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
  - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
  - 3.7.1. Direct coordination and interaction with County staff.
  - 3.7.2. Communication with general public supported by Public Body.
  - 3.7.3. Following County's procedures to report an application incident.
  - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
  - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
  - 3.7.6. Requesting security changes and technical support from the Service Center.
  - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
    - 3.7.8.1. Contact Name
    - 3.7.8.2. Telephone Number
    - 3.7.8.3. Email Address
    - 3.7.8.4. Public Body Name
    - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
    - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
    - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
  - 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
  - 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
  - 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.
4. **DURATION OF INTERLOCAL AGREEMENT.**
- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply.
  - 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
  - 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.
5. **PAYMENTS.**
- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

## **6. ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
  - 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
  - 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
  - 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
7. **DISCLAIMER OR WARRANTIES.**
- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
  - 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
  - 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
10. **TERMINATION OR CANCELLATION OF AGREEMENT.**
- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
  - 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
  - 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
  - 20.2. If Notice is sent to Public Body, it shall be addressed to: Dir. Steve Cooper, City of Oak Park, 14000 Oak Park Blvd Oak Park, MI 48237.
  - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
  - 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
  - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Eric Tungate hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Eric Tungate,  
City Manager

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Michael J. Gingell, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

**EXHIBIT IV**  
**I.T. SERVICES AGREEMENT**  
**Internet Service**

**INTRODUCTION**

1. County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.
2. County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.
3. County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.
4. Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.
5. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

**SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

**SERVICE ACCESS**

**Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

## INTERNET SERVICE EXHIBIT IV

### Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

### SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

### LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT V**  
**I.T. SERVICES AGREEMENT**  
**OakNet Connectivity**

**INTRODUCTION**

**COUNTY RESPONSIBILITIES**

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

**PUBLIC BODY RESPONSIBILITIES.**

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

## OakNet Connectivity Exhibit V

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

### **SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

### **SERVICE ACCESS**

**Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

### **Service Center Information**

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

**SERVICE SUPPORT COSTS**

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

**LICENSED USE AND ACCESS**

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

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**INTRODUCTION.**

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
  - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
  - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
  - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
  - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
  - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
  - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
  - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and complies with this Agreement.

Page 1 of 9

**EXHIBIT X**

**I.T. SERVICES - INTERLOCAL AGREEMENT**

**Approved by CLEMIS Strategic Planning Committee 07-08-15**

**Approved by CLEMIS Advisory Committee 07-16-15**

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at [www.oakgov.com/clemis](http://www.oakgov.com/clemis) or [www.clemis.org](http://www.clemis.org).
  - 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
  - 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
    - 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Director of Public Safety on behalf of the City of Oak Park. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
    - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
    - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
  3. **PUBLIC BODY RESPONSIBILITIES.**
    - 3.1. **Execution of Exhibit V.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
    - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
    - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
    - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
  - 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
  - 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
  - 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall **immediately** correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
  - 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
  - 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
  - 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
  - 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
  - 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
  - 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
  - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
  - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
  - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

## **7. CLEMIS ADVISORY COMMITTEE.**

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

- counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).
- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
  - 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
  - 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
  - 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
  9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
  10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
    - 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
    - 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

## ADDENDUM A

### I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- Tier 1**  
 16 or more FTE's       6 – 15 FTE's       1 – 5 FTE's
- Tier 2**  
 16 or more FTE's       6 – 15 FTE's       1 – 5 FTE's
- Tier 2.5**  
 16 or more FTE's       6 – 15 FTE's       1 – 5 FTE's
- Tier 3**  
 16 or more FTE's       6 – 15 FTE's       1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- Tier 6 (eCLEMIS)**  
 19 or more FTE's       6 – 18 FTE's       1 – 5 FTE's
- Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- Tier 8 Jail Management (outside Oakland County)**
- Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan**  
(does not contribute any data)
- District Court in Oakland County** (excluding 52nd District Courts)  
 Pays CLEMIS Fee: receives ticket data.  
 OPT-OUT of CLEMIS Citation Payment Application  
 Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- District Court outside Oakland County**  
 Pays CLEMIS Fee: receives ticket data.  
 OPT-OUT of CLEMIS Citation Payment Application  
 Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- Circuit Court** (outside Oakland County - does not contribute any data)
- Prosecutor Office** (outside Oakland County, does not contribute any data)
- FRMS Participant** (Fire Records Management System)



COUNTY: \_\_\_\_\_  
James Hess, CLEMIS Division Manager Date

PUBLIC BODY: \_\_\_\_\_  
Oak Park Public Safety Department

Title/Name: \_\_\_\_\_  
Director Steve Cooper

Signature: \_\_\_\_\_  
Date

(to be completed by Public Body)



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** December 21, 2015

**AGENDA #**

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

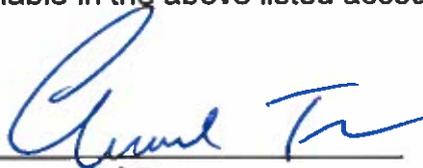
**DEPARTMENT:** DPW/Technical & Planning – Engineering *KJY*

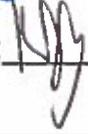
**SUMMARY:** Attached are invoices from Orchard, Hiltz & McCliment for the project listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
CE – Water Reservoir Pumping Station Improvements	\$3,810.00	\$25,487.75	\$29,297.75	\$30,000.00	592-18-540-801
PE – Traffic Signal Design	\$15,950.50	\$91,125.75	\$107,076.25	\$114,060.00	202-18-474-801
PE – Oak Park Blvd & Lincoln Rehab	\$34,896.25	\$0.00	\$34,896.25	\$84,000.00	202-18-479-801
<b>Totals</b>	<b>\$54,656.75</b>	<b>\$116,613.50</b>	<b>\$171,270.25</b>	<b>\$228,060.00</b>	

**RECOMMENDED ACTION:** It is recommended that the invoices from OHM for the above listed projects be approved for the total amount of \$54,656.75. Funding is available in the above listed account.

**APPROVALS:**

City Manager: 

Department Director: 

Finance Director: \_\_\_\_\_

**EXHIBITS:** Invoices



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

**Invoice Date:** 10/28/2015  
**Invoice #:** 174506  
**Project:** 0037-14-0021

**Project Name:** Design of Eight Traffic Signals

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**For Professional Services Rendered through: 10/17/2015**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	95,355.50	18,704.50	<u>4,980.75</u>
		<b>Amount Due This Invoice **</b>		<b>4,980.75</b>

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**REMIT TO:**  
OHM Advisors



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

**Invoice Date: 10/28/2015**  
**Invoice #: 174506**  
**Project: 0037-14-0021**

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**Professional Services**

**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.50	160.0000	400.00
Graduate Engineer I	4.00	100.0000	400.00
Graduate Engineer III	2.25	115.0000	258.75
Professional Engineer/Architect II	16.00	125.0000	2,000.00
Professional Engineer/Architect III	13.50	135.0000	1,822.50
Technician I	0.75	66.0000	49.50
Technician III	0.50	100.0000	50.00
		39.50	4,980.75
		<b>Total Professional Services</b>	<b>4,980.75</b>

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**Total Project: 0037140021 - Design of Eight Traffic Signals** **4,980.75**

**REMIT TO:**  
 OHM Advisors



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

**Invoice Date:** 10/01/2015  
**Invoice #:** 173960  
**Project:** 0037-14-0021

**Project Name:** Design of Eight Traffic Signals

**For Professional Services Rendered through: 9/19/2015**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	91,125.75	22,934.25	4,229.75
		<b>Amount Due This Invoice **</b>		<b>4,229.75</b>



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

**Invoice Date:** 10/01/2015  
**Invoice #:** 173960  
**Project:** 0037-14-0021

**Professional Services**

**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.75	160.0000	440.00
Professional Engineer/Architect II	1.00	125.0000	125.00
Professional Engineer/Architect III	18.75	135.0000	2,531.25
Professional Surveyor II	5.00	125.0000	625.00
Technician I	3.75	66.0000	247.50
Technician II	3.00	87.0000	261.00
	<b>Fixed Rates Labor subtotal</b>	<b>34.25</b>	<b>4,229.75</b>
	<b>Total Professional Services</b>		<b>4,229.75</b>

**Total Project: 0037140021 - Design of Eight Traffic Signals** **4,229.75**

**REMIT TO:**

**OHM Advisors**

**T 734 522 6711**



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

**Invoice Date:** 12/02/2015  
**Invoice #:** 175080  
**Project:** 0037-14-0021

**Project Name:** Design of Eight Traffic Signals

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**For Professional Services Rendered through: 11/21/2015**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	100,336.25	13,723.75	6,740.00
			<b>Amount Due This Invoice **</b>	<b>6,740.00</b>

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**REMIT TO:**  
OHM Advisors



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

**Invoice Date:** 12/02/2015  
**Invoice #:** 175080  
**Project:** 0037-14-0021

<b>Professional Services</b>			
<b>Fixed Rates Labor</b>			
<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	0.75	160.0000	120.00
Graduate Engineer III	2.00	115.0000	230.00
Professional Engineer/Architect II	36.00	125.0000	4,500.00
Professional Engineer/Architect III	14.00	135.0000	1,890.00
		Fixed Rates Labor subtotal	52.75
		<b>Total Professional Services</b>	<b>6,740.00</b>
<b>Total Project: 0037140021 - Design of Eight Traffic Signals</b>			<b>6,740.00</b>

**REMIT TO:**  
 OHM Advisors



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

**Invoice Date:** 11/04/2015  
**Invoice #:** 174721  
**Project:** 0037-15-0040

**Project Name:** 2016 Oak Park Federal Aid Patching Program

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**For Professional Services Rendered through: 10/24/2015**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
G2 Subconsultant	8,089.00	0.00	8,089.00	0.00
Professional Fees	75,911.00	0.00	75,911.00	34,896.25
<b>Amount Due This Invoice **</b>				<b>34,896.25</b>

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**REMIT TO:**  
OHM Advisors



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

**Invoice Date:** 11/04/2015  
**Invoice #:** 174721  
**Project:** 0037-15-0040

**Professional Fees**

**Fixed Rates Labor**

**Classification / Employee Name**

**Hours Rate Amount**

Associate	15.50	160.0000	2,480.00
MARK R. LOCH			
Graduate Engineer I	19.00	100.0000	1,900.00
MATTHEW CLARK	24.00	100.0000	2,400.00
NIDAL FAKHOURY			
Graduate Engineer III	107.00	115.0000	12,305.00
ERIN WILKINSON	12.00	115.0000	1,380.00
MITCHELL MASTER			
Professional Engineer/Architect II	32.75	125.0000	4,093.75
KRISTIE MESERVE	0.50	125.0000	62.50
SARA MERRILL			
Professional Engineer/Architect III	6.00	135.0000	810.00
STEVEN M. LOVELAND			
Sr. Associate	4.50	170.0000	765.00
KEVIN MAILLARD			
Technician II	33.00	87.0000	2,871.00
CAROL ELERT	47.00	87.0000	4,089.00
HOSEA CUNNINGHAM	1.00	87.0000	87.00
JAMIE LABATE	19.00	87.0000	1,653.00
NASRAT NASSER			
	<b>Fixed Rates Labor subtotal</b>	<b>321.25</b>	<b>34,896.25</b>
	<b>Total Professional Fees</b>		<b>34,896.25</b>

**Total Project: 0037150040 - 2016 Oak Park Federal Aid Patching Program**

**34,896.25**



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

**Invoice Date:** 10/28/2015  
**Invoice #:** 174505  
**Project:** 0037-13-0023

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**Professional Services**

**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	0.50	160.0000	80.00
Professional Engineer/Architect IV	13.50	155.0000	2,092.50
			<hr/>
	Fixed Rates Labor subtotal	14.00	2,172.50
	<b>Total Professional Services</b>		<hr/> <b>2,172.50</b>

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**Total Project: 0037130023 - Construction Services – Oak Park** **2,172.50**

**REMIT TO:**  
OHM Advisors



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

**Invoice Date:** 12/02/2015  
**Invoice #:** 175079  
**Project:** 0037-13-0023

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

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**For Professional Services Rendered through: 11/21/2015**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	30,000.00	27,660.25	2,339.75	1,637.50
			<b>Amount Due This Invoice **</b>	<b>1,637.50</b>

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**REMIT TO:**  
OHM Advisors



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

**Invoice Date:** 12/02/2015  
**Invoice #:** 175079  
**Project:** 0037-13-0023

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**Professional Services**

**Fixed Rates Labor**

**Classification**

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.00	160.0000	320.00
Professional Engineer/Architect IV	8.50	155.0000	1,317.50
			<hr/>
	Fixed Rates Labor subtotal	10.50	1,637.50
	<b>Total Professional Services</b>		<hr/> <b>1,637.50</b>

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**Total Project: 0037130023 - Construction Services – Oak Park** **1,637.50**

**REMIT TO:**  
OHM Advisors



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** December 21, 2015

**AGENDA #**

**SUBJECT:** Payment Application no. 1 for the 2015-16 Miscellaneous Concrete Repair Project, M-621.

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

**SUMMARY:** Attached is Payment Application no. 1 for the 2015-16 Miscellaneous Concrete Repair Project, M-621. The project is now approximately 23% complete.

<b>FINANCIAL STATEMENT:</b>	Original Contract Amount:	\$ 268,334.80
	Total Completed to Date:	\$ 61,966.03
	Less Retainage:	\$ 3,098.30
	Net Earned:	\$ 58,867.73
	Deductions:	\$ 0.00
	Balance:	\$ 58,867.73
	Payments to Date:	\$ 0.00
	Amount Due Mattioli Cement Company, LLC.:	\$ 58,867.73

**RECOMMENDED ACTION:** It is recommended that Payment Application no. 1 for the 2015-16 Miscellaneous Concrete Repair Project, M-621 to Mattioli Cement Company, LLC be approved for the amount of \$58,867.73. Funding is available in the Water & Sewer Fund and Local Street Fund for this project.

**APPROVALS:**

City Manager: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance Director: \_\_\_\_\_

**EXHIBITS:** Payment Application no. 1

PAYMENT APPLICATION

JOB NUMBER: M-621  
 APPLICATION NO.: 1  
 PERIOD ENDING: 11/18/2015

PROJECT: 2015-2016 Miscellaneous Concrete Project (Fall)  
 OWNER: CITY OF OAK PARK, MICHIGAN  
 CONTRACTOR: MATTIOLI CEMENT COMPANY, LLC  
 9085 MCGUIRE ROAD  
 FENTON, MI 48430

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT	3,600	\$ 9.72	817.00	\$ 7,941.24	817.00	\$7,941.24
2	CONCRETE PAVMT W/INT CURB & GUTTER, 9" CONC.	3,400	\$ 48.17	842.00	\$ 30,925.14	842.00	\$30,925.14
3	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	760	\$ 6.18	1,104.00	\$ 5,718.72	1,104.00	\$5,718.72
4	SIDEWALK CONC. NON-REINF 4" SIDEWALK	1,000	\$ 4.59	223.00	\$ 1,023.57	223.00	\$1,023.57
5	CONC. PAVMT 24" CURB & GUTTER SECTION NON REINF 6" CONC.	60	\$ 38.98	82.00	\$ 3,188.16	82.00	\$3,188.16
6	ADJUSTING DRAINAGE STRUCTURES	6	\$ 432.00	2.00	\$ 864.00	2.00	\$864.00
7	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	40	\$ 25.92	0.00	\$ -	0.00	\$0.00
8	AGGREGATE BASE UNDER 8" CONC. (6" 21AA CR LIMESTONE)	3,360	\$ 6.48	0.00	\$ -	0.00	\$0.00
9	AGGREGATE BASE UNDER 4" & 6" & 8" CONC. (6" 21AA CR LIMESTONE)	260	\$ 4.32	772.50	\$ 3,337.20	772.50	\$3,337.20
10	DRAINAGE STRUCTURE COVER	760	\$ 1.30	0.00	\$ -	0.00	\$0.00
11	MINOR TRAFFIC DEVICES	1	\$ 10,020.00	0.50	\$ 5,010.00	0.50	\$5,010.00
12	PROJECT CLEAN UP	1	\$ 768.00	0.50	\$ 378.00	0.50	\$378.00
13	INSPECTION CREW DAYS	30	\$ 320.00	6.50	\$ 2,080.00	6.50	\$2,080.00
14	ARROW BOARD	16	\$ 100.00	0.00	\$ -	0.00	\$0.00
15	COOLIDGE CONCRETE REMOVAL	325	\$ 30.28	0.00	\$ -	0.00	\$0.00
16	ELGIN PARKING EXTRA	-	\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$1,500.00

Period Total Amount: \$ 268,334.80      Total Amount to Date: \$81,868.03

Original Contract Amount: \$ 268,334.80

Earnings This Period: \$ 61,966.03

Total Earnings to Date: \$81,868.03

Less Retainage: \$3,098.30

Net Earned: \$0.00

Deductions: \$58,867.73

Balance: \$0.00

Payments to Date: \$0.00

AMOUNT DUE MATTIOLI CEMENT CO. SERVICES: \$58,867.73

Accepted By:  Mattioli Cement Company

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

Date: 11-25-15

Date: 11/30/2015



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** December 21, 2015

**AGENDA #**

**SUBJECT:** Proposed Change Order no. 1 and Payment Application No. 1 for the 2015 Sewer Lining Project, M-623.

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

**SUMMARY:** Attached are Proposed Change Order no. 1 and Payment Application No. 1 for the 2015 Sewer Lining Project, M-623. The Change Order is a reduction due to as constructed measurements. This project lines the sewers shown on the attached map. This project is now 99% complete.

<b><u>FINANCIAL STATEMENT:</u></b>	Original Contract Amount:	\$280,791.80
	Proposed Change Order no. 1:	(\$ 21,034.60)
	New Contract Amount:	\$259,757.20
	 Total Completed to Date:	 \$259,757.20
	Less Retainage:	\$ 1,000.00
	Net Earned:	\$258,757.20
	Deductions:	\$ 0.00
	Balance:	\$258,757.20
	Payments to Date:	\$ 0.00
	Amount Due Insituform Technologies USA:	\$258,757.20

**RECOMMENDED ACTION:** It is recommended that Change Order No. 1 for the 2014 Sewer Lining Project, M-558 be approved to Insituform Technologies USA for the total amount of (\$21,034.60). It is further recommended that Payment Application No. 1 for the same be approved for the total amount of \$258,757.20. Funding is available in the Water and Sewer Fund no. 592-18-550-930.

**APPROVALS:**

City Manager: *Cheryl T...*

Department Director: *KJY*

Finance Director: \_\_\_\_\_

**EXHIBITS:** Proposed Change Order no. 1, Payment Application No. 1, map

# CHANGE ORDER

**PROJECT:** 2015 Sewer Lining Project

**OWNER:** City of Oak Park, Michigan

**CONTRACTOR:** Insituform Technologies USA, LLC  
1088 Victory Drive  
Howell, MI 48443

**JOB NUMBER:** M-623

**CHANGE ORDER NO.:** 1

**PAGE:** 1

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Total Amount
2	12" Sewer Pipe Lining	1,860	LFT	\$29.40	62.00	1,922	\$1,822.80
<b>TOTALS</b>							<b>\$1,822.80</b>

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Total Amount
1	10" Sewer Pipe Lining	560	LFT	\$23.70	-8.00	552	(\$189.60)
3	15" Sewer Pipe Lining	1,175	LFT	\$41.70	-348.00	827	(\$14,511.60)
4	18" Sewer Pipe Lining	1,510	LFT	\$30.30	-5.00	1,505	(\$251.50)
5	21" Sewer Pipe Lining	230	LFT	\$75.50	-5.00	225	(\$377.50)
6	24" Sewer Pipe Lining	475	LFT	\$87.20	-1.00	474	(\$87.20)
7	Reinstating Sewer Lateral	215	BA	\$102.50	-32.00	183	(\$3,280.00)
10	Inspection Crew Days	20	DAYS	\$320.00	-13.00	7	(\$4,160.00)
<b>TOTALS</b>							<b>(\$2,857.40)</b>

**SUMMARY**  
 Total Increase \$ 1,822.80  
 Total Decrease \$ (\$2,857.40)  
 Total for Change Order No. 1: \$ (21,034.60)

Contract Amount \$ 280,791.80  
 Change Order No. 1: \$ (\$21,034.60)  
 New Contract Amount: \$ 259,757.20

*Robert Barrett*  
 Insituform Technologies USA, LLC  
 Date: 12-15-15

*Robert Barrett*  
 Robert Barrett - City of Oak Park  
 Date: 12/15/15

PAYMENT APPLICATION

JOB NUMBER: M-623

2015 SEWER LINING PROJECT

APPLICATION NO.: 1

CITY OF OAK PARK, MICHIGAN

PERIOD ENDING: 11/6/2015

CONTRACTOR: INSTITUFORM TECHNOLOGIES USA, LLC  
 1088 VICTORY DRIVE  
 HOWELL, MI 48843

PAGE: 1 of 1

ITEM DESCRIPTION	ORIGINAL		UNIT PRICE	PERIOD		PERIOD AMOUNT	QUANTITY TO DATE		AMOUNT TO DATE
	BID QUANTITY	QUANTITY		QUANTITY	AMOUNT		QUANTITY TO DATE	AMOUNT TO DATE	
1 10" Sewer Pipe Lining	560	LFT	\$23.70	562	\$13,082.40	562	\$13,082.40		
2 12" Sewer Pipe Lining	1,880	LFT	\$29.40	1822	\$58,508.80	1822	\$58,508.80		
3 15" Sewer Pipe Lining	1,175	LFT	\$41.70	827	\$34,485.90	827	\$34,485.90		
4 18" Sewer Pipe Lining	1,510	LFT	\$50.30	1506	\$75,701.50	1506	\$75,701.50		
5 21" Sewer Pipe Lining	230	LFT	\$75.50	225	\$18,987.50	225	\$18,987.50		
6 24" Sewer Pipe Lining	475	LFT	\$57.20	474	\$41,332.80	474	\$41,332.80		
7 Reinstating Sewer Lateral	215	EA	\$102.50	183	\$18,757.50	183	\$18,757.50		
8 Minor Traffic Device	1	LSUM	\$331.40	1	\$331.40	1	\$331.40		
9 Project Clean Up	1	LSUM	\$331.40	1	\$331.40	1	\$331.40		
10 Inspection Crew Days	20	Days	\$320.00	7	\$2,240.00	7	\$2,240.00		
				PERIOD AMOUNT:	\$258,757.20	AMOUNT TO DATE:	\$258,757.20		

Contract Amount: \$280,791.80  
 Change Order #1: (\$21,034.00)  
 Current Contract Amount: \$259,757.20

Earnings This Period: \$258,757.20  
 Total Earnings to Date: \$258,757.20  
 Less Retainage: \$1,000.00  
 Net Earned: \$258,757.20  
 Deductions: \$0.00  
 Balance: \$258,757.20  
 Payments to Date: \$0.00

AMOUNT DUE INSTITUFORM TECHNOLOGIES USA, LLC.: \$258,757.20

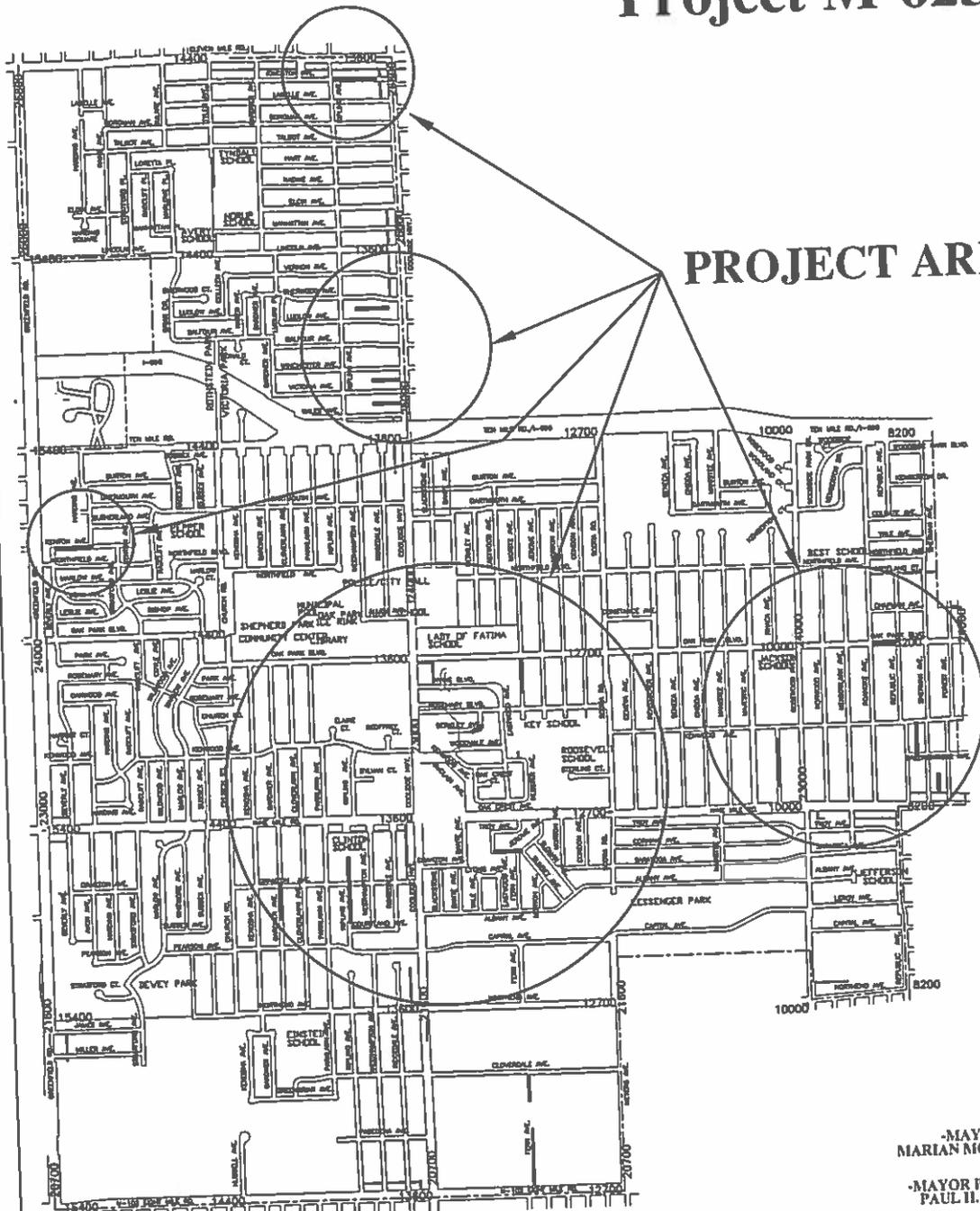
Accepted By: *Ken Bullen*  
 Institutform Technologies USA, LLC

Date: 12-15-15

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

Date: 12/15/2015

# City of Oak Park 2015 Sewer Lining Project M-623



**PROJECT AREAS**

-MAYOR-  
MARIAN MCCLELLAN

-MAYOR PRO-TEM-  
PAUL H. LEVINE

-COUNCIL MEMBERS-  
KJESHA SPEECH  
CAROLYN BURNS  
MICHAEL M. SELIGSON

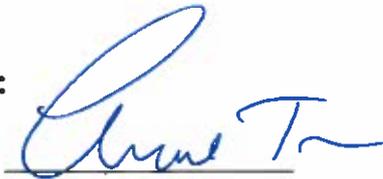
-CITY MANAGER-  
ERIK TUNGATE

-CITY ENGINEER-  
KEVIN YEE

CITY OF OAK PARK ENGINEERING DIVISION			
COVER	SCALE KT 1/8	DRAWN BY RST/SD	CHK DB
2015 SEWER LINING PROJECT, M-623			
DATE 6/11/15	APPROVED BY KTY	DRAWN BY RST/SD	



3' VERTICAL BAY  
BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7171

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** December 21, 2015**AGENDA #****SUBJECT:** Request to cancel the December 22, 2015 Zoning Board of Appeals meeting.**DEPARTMENT:** Community & Economic Development, Planning Division**SUMMARY:** The Chairperson of the Zoning Board of Appeals is requesting the December 22, 2015 Zoning Board of Appeals meeting be cancelled. There is no business scheduled before the Zoning Board of Appeals.**RECOMMENDED ACTION:** The City Council consider accepting the request of the Chairperson of the Zoning Board of Appeals and cancel the December 22, 2015, regularly scheduled meeting.**APPROVALS:**City Manager: Director: 

Finance Director: \_\_\_\_\_

**EXHIBITS:**



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

**AGENDA OF:** December 21, 2015

**AGENDA #**

**SUBJECT:** Schedule a public Hearing for the first reading to adopt the Corridor Improvement Authority Development and TIF Plans

**SUMMARY:** The Community & Economic Development Department has been working with Bonner Advisory and the CIA Board to create the Development and TIF Plans for the Corridor Improvement Authority. These plans outline the projects we propose and the way they will be financed with TIF funding.

**RECOMMENDED ACTION:** The city council schedule the Corridor Improvement Authority public hearing for January 18<sup>th</sup>, 2016 to conduct the first reading.

**APPROVALS:**

City Manager: \_\_\_\_\_

Director: \_\_\_\_\_

Finance Director: \_\_\_\_\_

**EXHIBITS:** Public Notice



# OAK PARK PUBLIC SAFETY November 2015 ACTIVITY SUMMARY



## OPERATIONS:

- Calls for Service
- 2014 Total: 14,922
- November 2014: 1,094
- 2014 YTD: 13,810
- November 2015: 1,177
- 2015 YTD: 13,566

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- Arrests: 125
- Vacation/Property Checks: 11
- Non-Criminal Fingerprints: 4
- Vehicles Impounded: 21
- PBT'S: 130
- Traffic Stops: 654
- Time on Traffic Stops: 95.43 hours

## INVESTIGATIONS:

- Cases Assigned - 43
  - Adult / 29
  - Juvenile / 6
- Warrants Obtained: 9
- See attached report "RMS-008" for November crime summary

## Records Bureau:

- Animal Licenses: 47
- Alarm Permits: 8
- License to Purchase Handgun: 38
- FOIA / RFI / Discovery Requests: 113
- Calls Received at Dispatch: 4,401

REPORTED FIRES: 9 (6 structural, 1 vehicle, 2 other )

NON-FIRE INCIDENTS: 18

(11 includes false fire alarms)



FIRE SAFETY INSPECTIONS: 23

## COMMUNITY POLICING

Holiday Food Drive w/ Ringside Creative, Firetruck/Fire Safety Presentation 250 kids, MFR Audit, Three Neighborhood watch meetings, Fatherhood Group meeting.

## CITATIONS ISSUED:) 442

HAZARDOUS	134	30%
NON - HAZARDOUS	188	43%
PARKING	28	6%
ORDINANCE VIOLATION	92	21%

**NOTES:** *Training: Department Wide Fire Training, (Hazmat & Vehicle Extrication Training), Detective's Training (Scan Training & Child Abuse Training), Dispatcher Update Training.*

## MERCHANT'S LICENSES – DECEMBER 21, 2015

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
Lecom, Inc.	13270 Capital	\$150
Maria's K	10760 Nine Mile	\$150
Save-A-Lot	23105 Coolidge	\$150
Royal TV	22135 Coolidge	\$150
A & A Cabinets and Store, Inc.	21890 Meyers	\$150
Prudential Virtual Guard Series	25900 Greenfield 144	\$150

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>
Tiger Collision	10010 Capital	\$150
M. Beshara Inc.	10020 Capital	\$150
Eaton Steel Corp	10221 Capital	\$150
Auditory Instruments	13261 Cloverdale	\$150
Ramsay F Dass, M.D.	24601 Coolidge	\$150
Dr. Salwan Francis, DDS, PC	24621 Coolidge	\$150
Northland Chrysler Jeep & Dodge	14100 Eight Mile	\$150
Addixion, LLC	14701 Eleven Mile	\$150
Diamond Nails	21700 Greenfield 118	\$150
Krome Jewelers	21700 Greenfield 302	\$150
Aura International	21700 Greenfield 347	\$150
Zeman's New York Bakery	25258 Greenfield	\$150
Haynes Enterprise	21171 Meyers	\$150
James Tailoring & Alterations	8236 Nine Mile	\$150
Lighthouse Liquor	13651 Nine Mile	\$150
Millenium Medical Group PCO	15300 Nine Mile	\$150
Yousif Goriel, MD PC	15351 Nine Mile A	\$150
Atlas Cast Stone	12920 Northend	\$150
Detroit Custom Coach	13201 Northend	\$150
Access & Vascular Care PLLC	10861 Ten Mile	\$150
Subway	13311 Ten Mile	\$150
La Insurance	13381 Ten Mile	\$150
Oak Park Dialysis	13481 Ten Mile	\$150
Lawford Fabricating	21650 Wyoming CT	\$150
A1 Custom Diamonds	21700 Greenfield 359	\$150
Excell Steel Corp	11000 Capital	\$150
Huntington Cleaners	13103 Capital	\$150
United Truck Sales	12950 Cloverdale	\$150
Auditory Instruments	13261 Cloverdale	\$150
Donn Imports DBA Kashat Spices	23141 Coolidge	\$150
Walk In The Park Coin Laundry	23170 Coolidge	\$150

Hungry Howie's Pizza & Subs	24691 Coolidge	\$150
Sassy Nails	24750 Coolidge	\$150
Dreams of Gold Jewelry	24760 Coolidge	\$150
Lincoln Drugs	25901 Coolidge A	\$150
Caring Dentistry	26021 Coolidge	\$150
Metro Frame	26045 Coolidge	\$150
H.O. Trerice Co.	12950 Eight Mile	\$150
Oak Liquor & Wine	13700 Eight Mile	\$150
VHV Sub/Tubby's	13740 Eight Mile	\$150
Value Wholesale	15188 Eight Mile	\$150
F.I.R.M.	13691 Eleven Mile 103	\$150
Custom Concept Collision	14051 Eleven Mile	\$150
Douglas Stamping Co.	14231 Eleven Mile	\$150
Four Seasons Garden Center	14471 Eleven Mile	\$150
Universal Wholesale	14511 Eleven Mile	\$150
Curt's Service	14611 Eleven Mile	\$150
Hersch's Lawn Spray	15431 Eleven Mile	\$150
McDonald's	21000 Greenfield	\$150
Greenfield Plaza Associates	21700 Greenfield 202	\$150
G & J Wholesale	21700 Greenfield 310	\$150
Gold & Silver Corp	21700 Greenfield 320	\$150
Diamonds Forever	21700 Greenfield 350	\$150
Diamond Island of Greenfield	21700 Greenfield 390	\$150
Building Technology Associates	21850 Greenfield	\$150
Dollar Castle	26186 Greenfield	\$150
7-11 Food Stores #13486	15350 Lincoln	\$150
Prairie Farms Daily	21631 Meyers	\$150
Hansen's Auto Service Center	8210 Nine Mile	\$150
Tai Fai Restaurant	8505 Nine Mile	\$150
Occupational Rehabilitation	10350 Nine Mile	\$150
Community Family Dentistry	10470 Nine Mile	\$150
Oak Park Center for Physical Therapy	12702 Nine Mile	\$150
Evolve Salon	12712 Nine Mile	\$150
Easter Seals - Michigan	12718 Nine Mile	\$150
Alaska Fresh Fish & Chicken	13701 Nine Mile	\$150
Diana Enterprise USA	13271 Northend	\$150
Ringside Creative LLC	13320 Northend 3000	\$150
State Farm Insurance	10841 Ten Mile	\$150
Scotia Stop	12701 Ten Mile	\$150
Parkwood Open Imaging	13161 Ten Mile	\$150
Sahni's Inc.	13251 Ten Mile	\$150
National Time & Signal Corp.	21800 Wyoming	\$150
Car Stop Automotive Main Office	21000 Coolidge	\$150
Car Stop Automotive	21006 Coolidge	\$150
Danny's Fine Wine	23063 Coolidge	\$150
Ramsay F. Dass, M.D.	24601 Coolidge	\$150



Hewson Van Hellemont, PC	25900 Greenfield 650	\$150
BC & F Tool Company	26670 Harding	\$150
Oak Park Dental	13730 Nine Mile	\$150
Royal TV	22135 Coolidge	\$150
A & A Cabinets and Stone	21890 Meyers	\$150
Grace Centers of Hope	23119 Coolidge	\$150
Hanna Fruit Market	13745 Nine Mile	\$150
Bread Basket Deli	26052 Greenfield	\$150
E Z Petroleum 4	13551 Nine Mile	\$150
E Z Petroleum 1	13600 Nine Mile	\$150
Learning Disabilities Clinic	25611 Coolidge	\$150
Professional Beauty Center	23150 Coolidge	\$150
Hollywood Diamond Setting	21700 Greenfield 327	\$150
Dale Prentice Company	26511 Harding	\$150
Talk a Lot Wireless	21150 Coolidge	\$150
Herman's Creations	21700 Greenfield 324	\$150
LLZ Ventures dba 8 Mile Smoke & Vapor	15180 Eight Mile	\$150
Perfect Eyebrow Threading	21700 Greenfield 455	\$150
Michigan Dessert Corp.	10750 Capital	\$150
Party Poopers	21641 Coolidge	\$150
Armani/Gold Spot Jewelers	21700 Greenfield 354	\$150
Henry's Auto Care Center	14041 Eleven Mile	\$150
LM Studio	8104 Nine Mile	\$150
Meadowbrook Home Health Care	13855 Nine Mile B	\$150
Maple Home Health Care	23300 Greenfield 219	\$150
VINT II	15075 Lincoln 104	\$150
Diamond Star Fine Jewelry	21700 Greenfield 322	\$150
Image One Corp	13201 Capital	\$150
B.A.P.I.	13301 Northend	\$150
Little Caesars	24756 Coolidge	\$150
Trend Express Market	8580 Nine Mile	\$150
Henley Bluewater LLC dba Valvoline	13300 Nine Mile	\$150
Executive Car Rental	14370 Eight Mile	\$150
AA1 Appliance	10400 Nine Mile	\$150
Fast Track of Oak Park Gas Station	8600 Nine Mile	\$150
Fast Track of Oak Park Food Mart	8600 Nine Mile	\$150
Nuts N More	23141 Coolidge	\$150
Autobahn Collision	20850 Coolidge	\$150
El Mar's Suburban Shop	13661 Eleven Mile	\$150
Henderson Towing	13390 Capital	\$150
Zalman's Treasures	26001 Coolidge	\$150
K& S Design Jewelry	21700 Greenfield 477	\$150
Metropolitan Dry Cleaners	26126 Greenfield	\$1887.50
Modern Nails	13720 Nine Mile	\$150
Kerr Pump & Supply	12880 Cloverdale	\$150
ACME Ladder & Supply	10101 Capital	\$150

WISCONSIN  
\$150

Hartwell Cement Co	21650 Fern	\$150
Etemade	10440 Nine Mile	\$150
Stepping Out Hair & Nail Salon	25266 Greenfield	\$150
Kravings	25270 Greenfield	\$150
Spice One	12751 Northend	\$150
Payless Shoesource #4815	26142 Greenfield	\$150
Michigan Ambulatory Surgical Center	22000 Greenfield	\$150
Star Bakery	26031 Coolidge	\$150
Samaritan Homes	22610 Rosewood	\$150
C & J General Contractor	22610 Rosewood	\$150
Dependable Gage & Tool	15321 Eleven Mile	\$150
Value World	22130 Coolidge	\$150
Ram Jewelry	21600 Greenfield 105A	\$150
20700 Hubbell LLC	20700 Hubbell	\$150

Hartwell Cement Co	\$150
Etemade	\$150
Stepping Out Hair & Nail Salon	\$150
Kravings	\$150
Spice One	\$150
Payless Shoesource #4815	\$150
Michigan Ambulatory Surgical Center	\$150
Star Bakery	\$150
Samaritan Homes	\$150
C & J General Contractor	\$150
Dependable Gage & Tool	\$150
Value World	\$150
Ram Jewelry	\$150
20700 Hubbell LLC	\$150

**THE FOLLOWING ARE SUBJECT TO ALL DEPARTMENTAL APPROVALS:**

**PRECIOUS METALS – RENEWALS 2016**

<b>Name</b>	<b>Address</b>
Kramar Jewelry Inc.	21700 Greenfield, # 345
Pay Beny	21380 Greenfield
Krome Jewelry	21700 Greenfield, # 302
Diamonds Forever	21700 Greenfield, # 350
K & S Design Jewelry	21700 Greenfield, # 477
Taboo	21830 Greenfield, # 102
Janko the Diamond Broker	25900 Greenfield, # 112
Herman's Creations	21700 Greenfield, # 324
Zalman's Treasures	26001 Coolidge Hwy.
JTS' Design Jewelry	15075 Lincoln Rd., # 119
Gem Corporation Inc.	21600 Greenfield, # 106
Magic Discount Jewelry	21600 Greenfield, # 108
Luxor Jewelry	21700 Greenfield, # 301
Azar Jewelry	21700 Greenfield, # 368
Anton's Jewelry	21700 Greenfield, # 335
Dreams of Gold Jewelry	24760 Coolidge Hwy.
Savana Resources LLC	PO Box 1322, Birmingham MI 48012
Goldies LLC	13630 W 8 Mile Rd
Ram Jewelry	21600 Greenfield, # 105
Diamond Island Jewelry	21700 Greenfield, # 390
Maro Jewelers	21700 Greenfield, #365
A.P. Wireless	8775W 9 Mile Rd

**TAXI CAB/MOTOR VEHICLE FOR HIRE – RENEWALS 2016**

<b>Name</b>	<b>Company</b>	<b>Address</b>
Kelly Ilyas	ANA Transportation	3940 Rolf Dr., Warren, MI 48092
William D. Smith	Royal Oak Twp. Taxi Cab Co.	20019 Northlawn, Detroit. MI 48221
Dwight McCollom	Royal Oak Twp. Taxi Cab Co.	8446 Piedmont, Detroit, MI 48228
Lawrence Cochran	Royal Oak Twp. Taxi Cab Co.	8131 Cloverdale, Ferndale MI 48220
Inder S. Khera	Southfield Yellow Cab	47451 Iroquois Court, Novi, MI 48374
Boota Singh Sidhu	Southfield Yellow Cab	3653 Franklin Park Dr., Sterling Heights, MI 48310
Iqbal Sing Gill	Yellow Cab of Southfield	41258 Westfield Circle, Canton, MI 48188

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

Today's Date: December 7, 2015

**Applicant Information**

Applicant/Business Name: Congregation Aish Detroit (BASHY CAGAN)

Applicant/Business Address: 25725 Coolidge - Oak Park, MI 48237

Phone number: 248-327-3579 (248-798-3931) (cell) E-Mail Address: bcagan@aish.com

Relation of applicant to business: Administrative Director

Has applicant ever been convicted of a felony?  Yes  No

**Owner Information**

Owner or manager of site: Rabbi Simcha Tolwin Phone: 248-327-3579

Names and addresses of partners or officers of corporation:

Mickey Eizelman - 25641 Colleen - Oak Park, MI 48237

Alon Tolwin - 26278 Castleton Drive, Southfield, MI 48075

Nate Gardin - 13311 Hart, Huntington Woods, MI 48070

**Event Information**

Proposed date(s) of event: January 23, 2016 Has this event been held previously?  Yes  No

Address or location of event: 25725 Coolidge, Oak Park, MI 48237

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: Congregation Opened House

Will the event be open to the public?  Yes  No

If yes, please describe how so: \_\_\_\_\_

Estimated number of people attending event? 150 Hours of Event: 8:00pm - 11:00pm

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the food be prepackaged or prepared on site: No

**Please note:** *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for 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: No

**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:

\_\_\_\_\_

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

\_\_\_\_\_

**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.

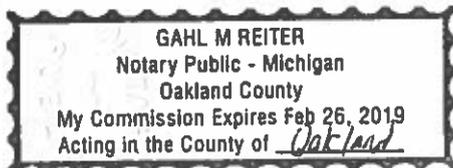
*[Handwritten Signature]*  
Applicant's Signature

State of Michigan

County of <sup>SS</sup> *Oakland*

Subscribed and sworn to before me, a Notary Public this *8* day of *December* 20*15*, by *Gahl Reiter*

My Commission expires: *2-26-2019* *[Handwritten Signature]*  
Notary Public



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**GARAN  
LUCOW  
MILLER P.C.**
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY


---



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1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207

313-446-1530  
Tax I.D. 38-1879991

**Invoice 449415**

**December 9, 2015**

Erik Tungate  
City of Oak Park  
14000 Oak Park Blvd.  
Oak Park, MI 48327

*Re: Judy Kish and Joyce Bannon, et al v City of  
Oak Park*

*Client 7406  
Matter 31*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Monday, November 30, 2015

**\$1,581.00**

**Fee Total**

**Costs Advanced:**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/05/15	Fee for electronic filing in Oakland County - Appearance and Notice of Entry of Appearance	8.24
11/24/15	Fee for electronic filing in Oakland County - Defendant's Answer to Complaint; Notice of Special and/or Affirmative Defenses and Reliance Upon Jury Demand	95.79
	<b>Total Costs Advanced</b>	<b>\$104.03</b>

**Total Fees and Disbursements: \$1,685.03**

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**GARAN  
LUCOW  
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207  
313-446-1530  
Tax I.D. 38-1879991

**Invoice 449416**

**December 9, 2015**

Erik Tungate  
City of Oak Park  
14000 Oak Park Blvd.  
Oak Park, MI 48327

*Re: Tina Polk and Richard Newton v City of Oak  
Park, County of Oakland, et al.*

*Client 7406  
Matter 24*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Monday, November 30, 2015

**\$2,613.00**

**Fee Total**

**Total Costs Advanced**

**\$0.00**

**Total Fees and Disbursements: \$2,613.00**

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,  
Please indicate our invoice number and client/matter number on your remittance.*

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**GARAN  
LUCOW  
MILLER P.C.**

GREAT LAKES LAW FIRST SERVING CLIENTS NATIONALLY

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1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207  
313-446-1530  
Tax I.D. 38-1879991

**Invoice 449419**

**December 9, 2015**

Erik Tungate  
City of Oak Park  
14000 Oak Park Blvd.  
Oak Park, MI 48327

*Re: In Re: City of Oak Park*

*Client 7406  
Matter 1*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Monday, November 30, 2015

**\$11,667.00**

**Fee Total**

**Costs Advanced:**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/12/15	Reproduction Charges 2 @ 0.15	0.30
11/18/15	Reproduction Charges 2 @ 0.15	0.30
11/18/15	Reproduction Charges 2 @ 0.15	0.30
	<b>Total Costs Advanced</b>	<b>\$0.90</b>

**Total Fees and Disbursements: \$11,667.90**

Howard L. Shifman, P.C.  
370 E. Maple Road, Ste. 200  
Birmingham, MI 48009

Invoice Submitted to:

Erik Tungate, City Manager  
City of Oak Park  
14000 Oak Park Boulevard  
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice # 12540

Professional Services

12/14/15	Services per Retainer Agreement for January 1, 2016 thru March 31, 2016	\$ 15,000.00
		<hr/>
	<b>TOTAL</b>	<b>\$ 15,000.00</b>
	<b>BALANCE DUE</b>	<b><u><u>\$ 15,000.00</u></u></b>

**CITY ATTORNEY AGENDA ITEMS**  
**December 21, 2015 – City Council Regular Meeting**

1. **REQUEST FOR APPROVAL OF CONSENT JUDGMENT IN THE TAX TRIBUNAL MATTER OF *ROYAL PLAZA SHOPS LLC v. CITY OF OAK PARK, MTT DOCKET NO. 14-001780.***

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.

This appeal was for a neighborhood shopping center located on Greenfield, south of the I-696 service drive, identified as parcels 52-25-19-351-045, 52-25-19-351-047 and 52-25-19-351-048. The three parcels comprise a total of 27,200 square feet of retail building space. The petitioner requested a total reduction of \$296,600 in the 2014 assessed and taxable values from \$563,100 to \$266,500 and a \$301,800 reduction in the 2015 valuations from \$568,300 to \$266,500, which would amount to a reduction of approximately \$11,000 and \$11,350 in City taxes respectively.

The proposed stipulation calls for a total reduction in the 2014 valuations from \$563,100 to \$540,000 and a reduction in the 2015 valuations from \$568,300 to \$540,000 for 2015. This will reduce the 2014 City taxes approximately \$850 and the 2015 City taxes approximately \$1,065. The petitioner has also agreed to waive any applicable interest or fees.

1251564

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

ROYAL PLAZA SHOPS LLC,  
Petitioner,

v

MTT Docket No. 14-001780

OAK PARK,  
Respondent.

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**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The case is pending in the X Entire Tribunal OR    Small Claims Division.
2. Property Parcel No: multiple.
3. The values for the property identified above as established by Respondent's Board of Review are:  
(see attachment)
4. The values for the property identified above as stipulated by the parties for settlement purposes are:  
(see attachment)
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:
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.:

**All interest due hereunder is waived if, and only if, all refunds otherwise due are made within 30 days of the date of entry of this Consent Judgment.**

MTT Docket No. 14-001780  
Entire Tribunal Consent Judgment

**IT IS FURTHER ORDERED AND ADJUDGED** that refunds shall be made payable jointly to Petitioner named herein and its counsel, Honigman Miller Schwartz and Cohn LLP, and sent in care of such counsel. Calculations of the refund amount shall also be sent to Petitioner's counsel at the same address.

HONIGMAN MILLER  
SCHWARTZ AND COHN LLP  
Attorneys for Petitioner,

GARAN LUCOW MILLER, PC  
Attorneys for Respondent,

By:   
Michael B. Shapiro (P20282)  
660 Woodward Avenue  
2290 First National Bldg.  
Detroit, Michigan 48226-3506  
(313) 465-7622

By: \_\_\_\_\_  
Ebony Duff, Esq. (P65431)  
1000 Woodbridge Street  
Detroit, MI 48207-3192  
(313) 446-5543

Dated: December 2, 2015

Dated: \_\_\_\_\_

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

ROYAL PLAZA SHOPS LLC,  
Petitioner,

v

MTT Docket No. 14-001780

OAK PARK,  
Respondent.

**MULTIPLE PARCEL ATTACHMENT TO  
STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The values for the property identified herein as established by Respondent's Board of Review are:

Tax Year	Parcel Number	True Cash Value	Assessed Value	Taxable Value
2014	52-25-19-351-045	\$471,000	\$235,500	\$235,500
2014	52-25-19-351-047	\$341,000	\$170,500	\$170,500
2014	52-25-19-351-048	\$314,200	\$157,100	\$157,100
		<b>\$1,126,200</b>	<b>\$563,100</b>	<b>\$563,100</b>
2015	52-25-19-351-045	\$475,800	\$237,900	\$237,900
2015	52-25-19-351-047	\$343,600	\$171,800	\$171,800
2015	52-25-19-351-048	\$317,200	\$158,600	\$158,600
		<b>\$1,136,600</b>	<b>\$568,300</b>	<b>\$568,300</b>

2. The values for the property identified herein as stipulated by the parties for settlement purposes are:

Tax Year	Parcel Number	True Cash Value	State Equalized Value	Taxable Value
2014	52-25-19-351-045	\$471,000	\$235,500	\$235,500
2014	52-25-19-351-047	\$341,000	\$170,500	\$170,500
2014	52-25-19-351-048	\$268,000	\$134,000	\$134,000
		<b>\$1,080,000</b>	<b>\$540,000</b>	<b>\$540,000</b>
2015	52-25-19-351-045	\$475,800	\$237,900	\$237,900

MTT Docket No. 14-001780  
Entire Tribunal Consent Judgment

<b>Tax Year</b>	<b>Parcel Number</b>	<b>True Cash Value</b>	<b>State Equalized Value</b>	<b>Taxable Value</b>
2015	52-25-19-351-047	\$343,600	\$171,800	\$171,800
2015	52-25-19-351-048	\$260,600	\$130,300	\$130,300
		<b>\$1,080,000</b>	<b>\$540,000</b>	<b>\$540,000</b>

**CITY ATTORNEY AGENDA ITEMS  
December 21, 2015 – City Council Regular Meeting**

**1. REQUEST FOR APPROVAL OF CONSENT JUDGMENT IN THE TAX TRIBUNAL MATTER OF *PARKWOODS PLAZA CENTER, LLC v. CITY OF OAK PARK, MTT DOCKET NO. 15-001047.***

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.

The appeal was for a 13.15 acre neighborhood shopping center, located on the southeast corner of Coolidge and the I-696 Service Drive, totaling 149,336 square feet of retail space, identified as parcel 52-25-29-101-063.

The petitioner requested a reduction of \$772,890 in the 2015 taxable value, from \$2,672,890 to \$1,900,000, which would amount to a reduction of approximately \$29,065 in city tax. The proposed stipulation calls for a reduction in the 2015 taxable value from \$2,672,890 to \$2,400,000. This will reduce the 2015 City taxes approximately \$10,260. The petitioner has agreed to waive any applicable fees or interest. The 55,045 square foot market has not had a tenant since Farm Fresh Market moved out in 2013, causing a significant loss of income for the shopping center.

1252698

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

PARKWOODS PLAZA CENTER, LLC  
Petitioner,

v

MTT Docket No. 15-001047

CITY OF OAK PARK,  
Respondent.

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The case is pending in the  X  Entire Tribunal   Small Claims Division.
2. Property Parcel No: 52-25-29-101-063.  
(If more than one parcel is at issue, attach a completed Stipulation – Multiple Parcel 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	True Cash Value	Assessed Value	Taxable Value
2015	\$5,358,000	\$2,679,000	\$2,672,890

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

Tax Year	True Cash Value	State Equalized Value	Taxable Value
2015	\$4,800,000	\$2,400,000	\$2,400,000

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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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):

*Refunds shall be made payable jointly to Petitioner and Hallahan & Associates, P.C., its counsel, and sent in care of such counsel to: 1750 S. Telegraph Road, Suite 202, Bloomfield Hills, Michigan 48302-2082.*

*Petitioner hereby waives interest attributable to the reductions for all taxing authorities.*

*The parties agree that the stipulation regarding the subject property's assessed and taxable values is strictly for settlement purposes only, and only for the years involved, and for no other purpose whatsoever.*

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

\_\_\_\_\_  
Laura M. Hallahan

Date: \_\_\_\_\_

Signature of Respondent's authorized representative:

\_\_\_\_\_  
Ebony L. Duff

Date: \_\_\_\_\_



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** December 21, 2015      **AGENDA #**

**SUBJECT:** Proposal for IT Services from Singson Corporation.

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

**SUMMARY:** Attached is a proposal from Singson Corporation to provide IT Services. They have been providing these services on an emergency basis for the past month to the City's satisfaction and, in an effort to maintain continuity, we would like to continue to work with them to manage the department and develop a successful IT structure going forward.

**FINANCIAL STATEMENT:** The proposal is a one year contract with a 30 day termination clause. The cost is for a not to exceed amount of \$11,920/month based on 160 hours of a Systems Administrator on site. This cost does not exceed the current budgeted amount. We will continue to assess the need for this role. Funding for this position is available in the IT portion of the General Fund.

**RECOMMENDED ACTION:** It is recommended that the proposal from Singson Corporation be approved, upon review of the City Attorney's office, for the monthly fee of \$3,600 and the hourly, not to exceed monthly amount of \$8,320 (\$11,920 maximum per month). Funding is available in Fund 101-12-258 for this expenditure.

**APPROVALS:**

City Manager: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance Director: \_\_\_\_\_

**EXHIBITS:** Proposal

**SINGSON CORP  
SERVICE PROVIDER CONTRACT**

This Agreement made and entered on this 14th day of December, 2015, by and between Singson Corp located at 24988 WOODWARD AVENUE, SUITE 314, ROYAL OAK, MI 48073, hereinafter referred to as "CONTRACTOR" and City of Oak Park located at 14000 Oak Park Boulevard, Oak Park, MI, 48237 hereinafter referred to as "Oak Park"

**I. Relationship of Parties.** OAK PARK and CONTRACTOR intend and agree that a contracted service provider relationship will be created by this Agreement. Neither the CONTRACTOR, nor any agent, employee nor servant of the CONTRACTOR shall be deemed to be an agent, employee or servant of OAK PARK. OAK PARK is interested only in the results obtained under this Agreement.

**II. Contracted Service Provider.** It is mutually agreed that the CONTRACTOR is educated and skilled to provide Information Technology services in accordance with such standards and professional ethics as indicated by the profession. In providing these services, the CONTRACTOR will exercise his/her independent judgment. It is the responsibility of the CONTRACTOR to meet and maintain all requirements mandated regarding this profession. OAK PARK does not, or intend to, control the manner of the performance of the services rendered by CONTRACTOR. These things are within the control and discretion of CONTRACTOR, as the services provided by CONTRACTOR to OAK PARK under this Agreement are customarily performed. This Agreement is non-exclusive. The CONTRACTOR may contract independently elsewhere provided, however, that the CONTRACTOR meets obligations under this Agreement. The parties recognize that this is a non-assignable personal services contract entered into solely in reliance upon the expertise and availability of the CONTRACTOR individually. It is provided, however, that the CONTRACTOR may assign this contract to a professional corporation wherein employed, and with a shareholder with the understanding that, as an employee of that corporation, the CONTRACTOR shall perform all of the described professional and administrative services personally.

**III. Duties.** CONTRACTOR shall provide the following services in compliance with contractual obligations, and in providing these services CONTRACTOR will exercise his/her independent judgment:

- a) Develop transition plan for restructured Information Technology infrastructure.
- b) Work with existing and future vendors to insure business continuity to OAK PARK.
- c) Assist in determining technologies that will assist in achieving the OAK PARK mission in a most cost-effective manner and plan for future growth and/or changes.
- d) Insure that the network and hardware implemented have sufficient documentation for the purposes of replacement, disaster recovery, and process improvement.
- e) Advise and assist in the proper disposal of IT equipment in compliance with federal regulations and environmental responsibility.
- f) Identify and resolve issues relating to the physical hardware infrastructure.
- g) Design and implement adds, moves, and changes to the physical IT infrastructure when changes occur in the business process and/or environment.

- h) Maintain latest updates, patches, and hotfixes within the physical IT infrastructure.
- i) Oversee and/or assist in the design, selection, implementation, maintenance, and administration of:
  - Enterprise software in the IT infrastructure of OAK PARK
  - Policies, hardware, and software used to enforce acceptable usage
  - The anti-virus system
  - All servers within OAK PARK
  - The physical and strategic system components in the OAK PARK IT infrastructure
  - All network upgrades
- j) Insure that the growth and scalability of the network infrastructure is in line with that of OAK PARK.
- k) Insure the confidentiality, privacy, availability, and performance of remote access solutions.
- l) Insure connectivity, security, performance, and interoperability between the LAN and the WAN aspects of OAK PARK
- m) All other duties as assigned by the OAK PARK City Manager that are reasonably within the scope of those skills exhibited by Information Technology.

**IV. Compensation.** OAK PARK shall reimburse CONTRACTOR at the mutually agreed rate of \$3600.00 monthly for services rendered under this with an initial payment of \$3600.00 due upon execution of this agreement. Additional work and/or hours will be subject to agreement by both parties. Staffing of position of "Systems Administrator" and or equivalent position will be determined upon the needs analysis and assessment to be performed within the first 30 days of the contract and compensation is not included within this contract.

**V. Claim Submission.** The CONTRACTOR'S billing of service claims must be received by OAK PARK within fifteen (15) days of the end of the month in which services were provided. All monthly billing statements shall specify services rendered. The CONTRACTOR'S submittal of a billing statement of claims for any reimbursement hereunder shall constitute the CONTRACTOR'S verification that the required services and documentation have been completed. Payments shall be considered as full and complete compensation for all services provided under this Agreement. OAK PARK shall authorize and process claims payments to the CONTRACTOR within thirty (30) days following receipt of a clean claim.

**VI. Taxes.** OAK PARK shall not withhold any federal, state or local income taxes, social security taxes, federal unemployment compensation, or any other required deductions by the state or federal governments from its payments to CONTRACTOR. OAK PARK shall provide CONTRACTOR with an IRS Form 1099 in accordance with IRS regulations. CONTRACTOR bears the sole responsibility for reporting and sending to the appropriate entity any required federal, state or local income taxes, social security tax, workers' compensation payments, unemployment compensation payments, or any other required deductions. CONTRACTOR will provide current IRS W-9 form to OAK PARK upon execution of this agreement.

**VII. Indemnification.** The CONTRACTOR will indemnify OAK PARK and hold it harmless from and against, and at OAK PARK' option defend against, all claims, damages, losses and expenses as they are accrued, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from any action by a third party against OAK PARK that is based on any claim that any of CONTRACTOR'S services or their results, or OAK PARK use of their results, infringe a patent, copyright or other proprietary right or incorporates any misappropriated trade secrets.

**VIII. Termination.** This contract is subject to termination without cause or reason by either party upon thirty (30) days written notice. Upon termination, OAK PARK shall owe to the CONTRACTOR any remuneration to the date of termination and reimbursement for work performed up until the date of termination. Upon termination, the CONTRACTOR shall remove only personal property and shall surrender all OAK PARK records, keys and other property of OAK PARK. Upon termination, at the request of OAK PARK, CONTRACTOR shall assist with the orderly transition of IT operations as defined in point III to a successor vendor or OAK PARK staff member.

**IX. Contract Period.** This Agreement will begin on December 15th, 2015, and end on December 14th, 2016, unless either party provides written notice of termination as designated in Paragraph VII of this Agreement.

**X. Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and there are no other agreements or understandings, oral or written, between OAK PARK and CONTRACTOR. This Agreement may not be amended, revoked, changed or modified except by written agreement by OAK PARK and CONTRACTOR.

**XI. Unenforceability of Provisions.** In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain intact.

**XII. Choice of Law.** This Agreement is made under and shall be construed according to the laws of the State of Michigan.

IN WITNESS THEREOF, the parties have executed this Agreement as acknowledged by their signature on the date indicated below:

City of Oak Park

Singson Corp

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Erik Tungate, City Manager

Ricardo Singson, Singson Corp.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Singson Corp  
29488 Woodward Avenue  
Suite 314  
Royal Oak, MI 48073-0903

# Proposal

Proposal Date: 11/2/2015  
Proposal #: 1512  
Project:

Bill To:  
City of Oak Park  
14000 Oak Park Boulevard  
Oak Park, MI 48237

Description	Est. Hours/Qty.	Rate	Total
Information Technology Department Business Continuity Project (initial month) -Transition Phase -IT Support and Systems Administration -End User support for existing Level 1 Help Desk -Security Audit and Analysis -Inventory and Analysis -Vendor management and assessment -Process documentation -Needs analysis for IT staffing allocation	160	52.00	8,320.00
Per Month - see attached annual contract		3,600.00	3,600.00
Thank you for your business.		<b>Total</b>	<b>\$11,920.00</b>



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** December 21, 2015      **AGENDA #**

**SUBJECT:** Proposal for professional services for the Nine Mile Conceptual Plans and Traffic Analysis.

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

**SUMMARY:** Attached is a proposal from OHM to perform the conceptual design of the roadway and public space improvements along Nine Mile Road from Greenfield to the Pinecrest Drive. This project will incorporate ideas from the Congress for New Urbanism along with coordination with the current Federally Funded traffic signal replacement and timing project.

**RECOMMENDED ACTION:** It is recommended that the proposal from Orchard, Hiltz & McCliment, Inc. to perform the conceptual design of the roadway and public space improvements along Nine Mile Road from Greenfield to the Pinecrest Drive be approved for an hourly, not to exceed amount of \$57,500.00 upon final review by the City Attorney's office. Funding in the Major Street fund for this expenditure.

**APPROVALS:**

City Manager: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance Director: \_\_\_\_\_

**EXHIBITS:** Proposal



ARCHITECTS. ENGINEERS. PLANNERS.

December 11, 2015

Kevin J. Yee, P.E., Assistant City Manager  
City of Oak Park  
14000 Oak Park Blvd.  
Oak Park, MI 48237

RE: Nine Mile Conceptual Plans and Traffic Analysis

Dear Mr. Yee:

The following is the scope of services for the conceptual design of the roadway and public space improvements along Nine Mile Road from Greenfield to Pinecrest Drive. OHM will develop concepts of improvements based off previous conversations with City staff and preferred design recommendations from the document developed by the Congress for the New Urbanism. These concepts will focus on studying improvement opportunities, such as, a roadway diet along the corridor and creation of public amenities.

## PROJECT SCOPE OF SERVICES

### Task One: Park Programming

OHM will facilitate a park programming meeting with the city staff to gather ideas and feedback regarding potential site amenities for the proposed park and public space improvements. OHM will also focus on developing the City's goals and objectives as they relate to the enhancements. This process will help guide the direction for the conceptual designs of these spaces in the following tasks.

#### *Deliverables:*

- Meeting with City staff to develop goals and objects of the public spaces, and site programming elements for the improvements

### Task Two: Roadway Traffic Study

OHM will be able to benefit from the data collection performed for the City's signal optimization project to obtain the information needed for this task. Utilizing the modeling created for that other project, we will be able to evaluate the Nine Mile Rd corridor for a road diet. Assuming a road diet is feasible, it will then be possible to allocate the excess roadway width to other uses, such as on-street bike lanes or parallel parking.

The interstation of Coolidge Highway and Nine Mile is targeted as the nexus of the community in the CNU plan recommendations for Area 2. CNU has described two options for this location, which include implementation of a roundabout or public plaza. The traffic study will analyze the area near intersection with Coolidge Hwy for reconfiguration to a boulevard style cross section with roundabouts at both Westhampton and McClain, noting the geometric characteristics and capacity capabilities for this type of change. Alternately, the study will also consider the boulevard cross section, with Michigan-style crossovers flanking the intersection of Coolidge.

#### *Deliverables:*

- Study report providing traffic operating characteristics of Nine Mile corridor under existing conditions (base line for comparison of alternatives).
- Report sections describing three alternative configurations:
  - Corridor reflecting road diet operations with traffic signals at current locations.

**OHM Advisors**  
101 MILL STREET, STE. 200  
GAHANNA, OHIO 43230

T 614.418.0600  
F 614.418.0614

OHM-Advisors.com

580 NORTH FOURTH STREET, SUITE 630  
COLUMBUS, OH 43215

T 614.418.9921  
F 614.418.0614



- Boulevard through the signalized Coolidge intersection, with Michigan-style crossovers either side of Coolidge. Will test if crossovers should be signalized or not.
- Boulevard through the Coolidge intersection, with roundabouts at Coolidge on either side of Coolidge to function as crossovers for the boulevard.

### **Task Three: Public Plaza**

The CNU plan has described two options for the area of the interstation of Coolidge Highway and Nine Mile. They are implementation of a roundabout or public plaza. OHM will focus their efforts on generating concept designs for a public plaza at this primary intersection of the City. As part of the concept designs, preliminary road geometrics following AASHTO standards will be developed to ensure the feasibility of the new public space. In addition, the new geometrics will help the City determine the approximate limits of property acquisition to achieve the desired design. These designs will promote a strong civic space with public amenities, redirect vehicular travel lanes, and evaluate public parking while creating a unique downtown core for the City of Oak Park. As part of the public plaza concepts, OHM will also focus on incorporating the roundabouts studied in Task Two. These roundabouts will anchor the public plaza at each end of the proposed site.

OHM will develop two plan view concepts of the proposed improvements with supporting character images of the design intent for the site. These concepts will be presented to City staff to determine their preferred option. Following the meeting, OHM will readdress the design and develop a final concept based on the City's recommendations. The final concept will be portrayed in a high quality plan view rendering, as well as, perspective renderings of the site which can be used for marketing purposes to local businesses and organizations.

#### *Deliverables:*

- Two conceptual designs including:
  - Hand drawn plan view color rendering (1 per concept)
  - Character image board (1 per concept)
- Meeting with City staff to present conceptual designs (1 Meeting)
- Final design concept of preferred alternative that includes high quality plan view and perspective rendering with supporting character images (1 plan view rendering, 1 character image board, and 1 artist/digital perspective rendering)
- Preliminary cost estimate of final concept

### **Task Four: Linear Park**

As part of the CNU plan, a linear park along Nine Mile was recommended for Area 4. OHM will develop a linear park design with boundaries from Scotia Road to Rosewood Street. These improvements can include elements such as, a landscape buffer along the existing residential boundary, passive or active pocket parks, lighting, signage/wayfinding, furnishings, and a multi-use trail. As part of the concept plan, preliminary road geometrics will be developed based upon the results traffic analysis (task 2) above in accordance with AASHTO standards from Greenfield to Pinecrest.

OHM will create one plan view concept of the proposed improvements with supporting character images of the design intent for the linear park and associated pocket parks. The concept will be presented to City staff for their feedback on proposed improvements. Following the meeting, OHM will develop a final concept based on the City's recommendations. The concept will be portrayed in a high quality plan view rendering, as well as, perspective renderings of the linear park and pocket parks which can be used for marketing purposes to local businesses and organizations.

#### *Deliverables:*

- One conceptual design including:
  - Hand drawn plan view rendering (1 plan view rendering)
  - Character image board (1 character image board)
- Meeting with City staff to present conceptual designs (1 meeting)



- Review and address client comments to develop final design concept including high quality plan view and perspective rendering with supporting character images (1 plan view rendering, 1 character image board, and 1 artist/digital perspective rendering)
- Preliminary cost estimate of final concept

#### **Task Five: Streetscape Public Spaces**

As part of the public space enhancements throughout the corridor, OHM will focus on evaluating the existing street network on the northern side of Nine Mile Road between Scotia Road and Pinecrest Drive to determine feasible locations to promote outdoor spaces within the commercial corridor. To maximize the opportunity to design unique public spaces, it will be necessary to close a portion of the designated collector roads between Nine Mile Road and the alley system to the north.

OHM will generate one plan view concept per proposed public space with supporting character images of the design intent at each location. The concepts will be presented to City staff for their comments on the proposed improvements. Following the meeting, OHM will develop one final concept per location that will be portrayed in a high quality plan view rendering, as well as, one perspective rendering of one of the proposed public space locations. These renderings can be used for marketing purposes to local businesses and organizations.

#### *Deliverables:*

- One conceptual design per each unique public space location (3 unique locations will be selected by the client)
  - Hand drawn plan view rendering (1 per location)
  - Character image board (1 per location)
- Meeting with City staff to present conceptual designs (1 Meeting)
- Review and address client comments to develop final design concepts including high quality plan view and perspective renderings with supporting character images (1 plan view rendering, 1 character image board, and 1 artist/digital perspective rendering)
- Preliminary cost estimate of final concept

### **FEE**

We propose to complete the above scope of services for the following proposed fees. We will perform the work on an hourly basis not to exceed the estimated fees below (without prior authorization).

#### Proposed Estimated Fees:

Task One:	\$ 4,500
Task Two:	\$ 6,500
Task Three:	\$21,800
Task Four:	\$13,900
<u>Task Five:</u>	<u>\$10,800</u>
Total Fee:	\$57,500

### **ANTICIPATED SCHEDULE**

Based upon receiving authorization to proceed on December 21, 2015, we anticipate the following work schedule. Please note that we have tailored our schedule to complete effort on portions of the project that would be eligible for TAP grant funding. The TAP application is typically due in mid to late April.

Roadway Traffic Study (Task 2)	January 4 thru January 29.
Roadway Geometrics (Part of Task 3 and 4)	January 25 thru February 12



Park Programming (Task 1)	February 1 thru February 12
Meeting with City – Park Programming	February 15
Linear Park Development (Task 4)	February 15 thru March 1
Public Plaza Concept Development (Task 3)	February 15 thru April 1
Meeting with City – Linear Park	March 1
Linear Park Concept and Cost Opinion Complete (Task 4)	March 15
Meeting on Public Plaza Concept (deliver rough concepts)	April 1
Public Plaza/Public Spaces Development (Task 3, 5)	April 1 thru April 29
Meeting with City – Public Spaces/Public Plaza	May 2
Public Plaza/Public Spaces and Cost Opinion Complete (Task 3, 5)	June 15

Meeting dates are approximate.

**Additional Services:**

As part of this scope we will also prepare for and attend a business owner's meeting and/or City Council meeting at the City's request. If services beyond this scope are required we can perform these on an hourly basis in addition to the fee or at a negotiated sum at your request, such as, additional revisions or meetings.

**AUTHORIZATION**

If you find this proposal to be acceptable, please provide OHM Advisors with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to provide the City of Oak Park with this proposal and look forward to working with the City on this project.

Sincerely,  
OHM Advisors

James C. Stevens, P.E.

**City of Oak Park  
9 Mile Conceptual Plans and Traffic Analysis**

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF OAK PARK

**Carl Johnson, Director  
Department of Finance**

**Mayor  
Marian McClellan  
Mayor Pro Tem  
Carolyn Burns  
Council Members  
Kiesha Speech  
Solomon Radner  
Ken Rich  
City Manager  
Erik Tungate**

### MEMORANDUM

15C

**Date:** November 10, 2015

**To:** Erik Tungate, City Manager

**From:** Carl Johnson

**Re:** 1<sup>st</sup> Quarter Investment Report

The State of Michigan Public Act 213 of 2007 (attached) requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City at September 30, 2015. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity

A significant responsibility I assumed upon my arrival in the last week of July 2015 was to formulate an investment strategy to maximize investment return while insuring security of all funds. The City's strategy upon my arrival was to keep all investments very short term (no more than 180 days) and invest only in bank certificate of deposits and commercial paper. The rate of return on these types of investments ranged from .15 to .45% generating approximately \$25,000 annually in earnings. The new strategy I have implemented is to review the long-term cash flow needs including review of the multi-year budget to determine the amount of cash that can be invested on a longer term basis. The maximum term of investment I'm utilizing is six years. The longer-term investments represent fund balance targets and capital reserves for all funds that are not intended to be utilized for operations in the near future. By utilizing this approach, investments are now yielding returns from .15 to 2.70% with an average rate of approximately 1.8%, more than six times the return of prior year with estimated annual earnings citywide of approximately \$150,000. Once all long-term funds have been invested, this strategy will also minimize the time spent on a monthly basis by the treasury department on investment activities and save dozens of labor hours on an annual basis. You can expect to receive this report going forward on a quarterly basis.

City of Oak Park  
 Summary of Cash and Investments Held  
 September 30, 2015

	<u>Market Value</u>	<u>Book Value</u>	<u>% of Portfolio</u>	<u>Current Interest Rate</u>	<u>YTM @ Cost</u>	<u>Days to Maturity</u>
<b>Cash</b>						
Huntington Bank - Collection	\$ 7,328,233	\$ 7,328,233	25.57%	0.1500%	0.1500%	1
Huntington Bank - Accounts Payable	-	-	0.00%	0.1500%	0.1500%	1
Huntington Bank - Payroll	-	-	0.00%	0.1500%	0.1500%	1
Huntington Bank - 2012 Refunding Bonds	107,072	107,072	0.37%	0.1500%	0.1500%	1
Huntington Bank - 2006 Road Bonds	109,053	109,053	0.38%	0.1500%	0.1500%	1
Huntington Bank - Payroll	597,997	597,997	2.09%	0.1500%	0.1500%	1
<b>Government Securities</b>						
FFCB Fixed Bond - matures 9/3/19	1,001,520	1,000,000	3.49%	1.6300%	1.6300%	1487
FHLB Step Bond - matures 7/29/20	501,230	500,000	1.74%	1.2500%	2.2000%	1761
FFCB Fixed Bond - matures 1/8/21	1,000,200	999,609	3.49%	1.9900%	1.9900%	1925
<b>Municipal Bonds</b>						
Williamston Mich Comm Schools - matures 5/1/19	763,658	764,164	2.67%	2.3970%	2.3500%	1308
Williamston Mich Comm Schools - matures 5/1/20	1,017,480	1,018,959	3.56%	2.6670%	2.6200%	1673
Whitmore Lake Mich Pub Sch Dist - matures 5/1/21	508,455	510,112	1.78%	2.7490%	2.7000%	2038
<b>Certificate of Deposits</b>						
Huntington National Bank - matures 10/8/15	727,249	727,249	2.54%	0.1000%	0.1000%	8
<b>Investment Pool</b>						
Oakland County Investment Pool	<u>15,000,000</u>	<u>15,000,000</u>	<u>52.33%</u>	<u>1.2100%</u>	<u>0.8712%</u>	<u>1</u>
<b>Total</b>	<u>\$ 28,662,147</u>	<u>\$ 28,662,448</u>	<u>100.00%</u>			

Act No. 213  
Public Acts of 2007  
Approved by the Governor  
December 27, 2007  
Filed with the Secretary of State  
December 27, 2007  
EFFECTIVE DATE: December 27, 2007

**STATE OF MICHIGAN  
94TH LEGISLATURE  
REGULAR SESSION OF 2007**

Introduced by Senator Stamas

**ENROLLED SENATE BILL No. 678**

AN ACT to amend 1943 PA 20, entitled "An act relative to the investment of funds of public corporations of the state; and to validate certain investments," by amending section 6 (MCL 129.96), as added by 1997 PA 196.

*The People of the State of Michigan enact:*

Sec. 6. (1) Subject to subsection (2), before executing an order to purchase or trade the funds of a public corporation, a financial intermediary, broker, or dealer shall be provided with a copy of the public corporation's investment policy and shall do both of the following:

- (a) Acknowledge receipt of the investment policy.
- (b) Agree to comply with the terms of the investment policy regarding the buying or selling of securities.

(2) A public corporation is subject to subsection (1) beginning on the date that the investment policy of a public corporation takes effect or 180 days after the end of the public corporation's first fiscal year ending after the effective date of the amendatory act that repealed section 2, whichever is earlier.

(3) The investment officer shall provide quarterly a written report to the governing body concerning the investment of the funds.

This act is ordered to take immediate effect.

*Carol Morey Viventi*

Secretary of the Senate

*Richard J. Brown*

Clerk of the House of Representatives

Approved \_\_\_\_\_

\_\_\_\_\_  
Governor



## **PROPOSED CITY OF OAK PARK INVESTMENT POLICY**

**Adopted: August 1, 1994, Amended June 1, 1998**

### **I. POLICY**

The City of Oak Park Investment Officer will invest public funds in a manner consistent with this policy. Investments shall be timed to meet the daily cash flow demands of the City while at all times conforming to state statutes and local ordinances governing the investment of public funds.

### **II. SCOPE**

This Investment Policy applies to all investment activities of the City. Funds that are accounted for in the City's Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Internal Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds
- Debt Service Funds
- Component Units
- Any new fund created by the City, unless specifically exempted

This Investment Policy does not cover investment activities of the pension or OPEB funds.

### **III. PRUDENCE**

The standard of prudence to be applied by the investment officer shall be the "prudent person" rule which states; "Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent person rule shall be applied in the context of managing the overall portfolio. The "prudent person" rule is the standard for professional responsibility that applies in the context of managing the overall portfolio. The investment officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change, provided deviations from expectations are reported to the City Manager in a timely manner and appropriate action is taken to control adverse developments.

#### **IV. INVESTMENT OBJECTIVES**

Funds of the City will be invested in accordance with Michigan Public Act 20 of 1943, as amended and in accordance with the following objectives, procedures and policy in priority order:

- **Conformance:** conformance with all applicable Federal regulations, State statutes, and City policies.
- **Safety of Capital:** preservation of capital in the protection of investment principal.
- **Liquidity:** maintaining sufficient liquidity to enable the City to meet anticipated cash flows and operating requirements that may be reasonably anticipated.
- **Return on Investments:** attainment of a market rate of return.
- **Diversification:** diversification to avoid incurring unreasonable market risks.

#### **V. DELEGATION OF AUTHORITY**

The Director of Finance and Administrative Services and Deputy Treasurer are designated as the "Investment Officers" for the City and are responsible for investment decisions and activities. No person, including the Investment Officers, shall engage in investment transactions on behalf of the City except as provided under the terms of this policy and administrative procedures as established by the Director.

#### **VI. ETHICS AND CONFLICTS OF INTEREST**

Directors and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and Directors shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Oak Park.

#### **VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The Director shall maintain a list of financial institutions that are approved for investment purposes (**Appendix B**). The Director shall annually review each bank's credit worthiness to determine whether it should be on the "Qualified Institution" listing. Information indicating a loss or prospective loss of capital on existing investments must be shared with the City Manager immediately upon notification.

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the Director with the following:

- Audited financial statements for the most recent fiscal year;
- Certification of having read the City's Investment Policy and the pertinent State statutes;
- Proof of National Association of Security Dealers certification; and
- Proof of State registration, where applicable.

## **VIII. AUTHORIZED INVESTMENTS AND TRANSACTIONS**

A. The Director may invest surplus funds of the City in one or more of the investments detailed in Public Act 20, as amended (**Appendix A**).

## **IX. POOLING OF CASH**

Except for cash in certain restricted and special accounts, cash of various funds may be pooled by the Director to maximize investment earnings. Investment income will be allocated to the various funds based upon their respective participation.

## **X. ACCOUNTING/INTERNAL CONTROLS**

The City maintains records on the basis of funds and account groups, each of which is considered a separate accounting entity. All investment transactions must be recorded in the pooled investment fund of the City in accordance with generally accepted accounting principles as promulgated by the Government Accounting Standards Board. The following accounting principles shall be complied with:

- Investments will be carried at market value.
- Premium or discount will be amortized over the life of the investment.
- Gains or losses of investments in all funds will be recognized on a monthly basis.

The Director shall establish a system of internal controls. The internal controls shall be designed to prevent loss of public funds to due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. The investment procedure, compliance, and the internal controls will be reviewed annually by the City's audit firm, an independent public accounting firm.

## **XI. INVESTMENT PERFORMANCE AND REPORTING**

The Director shall submit to the City Manager a quarterly investment report that provides a clear picture of the status of the current investment portfolio. The report will include a listing of securities currently held at the end of the reporting period, final maturity of each investment, earnings rate by security, book value, market value and percentage of portfolio. Also included will be the days to maturity for each investment in the portfolio that will be used as the comparison against established benchmarks.

## **XII. SAFEKEEPING AND CUSTODY**

All securities (excluding Certificates of Deposit that may be held at the originating bank) purchased by the City under this section must be properly designated as an asset of the City and held in safekeeping. Only Investment Officers may withdraw such securities, in whole or in part, from safekeeping.

The State of Michigan does not require collateralization of public funds. However, all security transactions having a value greater than SPIC or other applicable insurance shall be settled on a delivery-vs-payment (DVP) basis. A Trust of Safekeeping Receipt and proof of the applicable insurance will be required. Non-negotiable, non-collateralized Certificates of Deposit, as allowed under the law in the State of Michigan, shall be evidenced by a Safekeeping Receipt from the issuing bank.

## **XIII. EFFECTIVE DATE**

The City's Investment Policy shall be adopted by resolution of the City Council. The Director shall annually review the Investment Policy. Any proposed modifications to the policy must be submitted to the City Council for approval.

## **XIV. DEFINITIONS**

**City** – The City of Oak Park, County of Oakland, State of Michigan.

**City Council** – The legislative and governing body of the City of Oak Park, including the elected council men and women and the Mayor, vested with the powers set forth in Section 4.1 of the City Charter.

**City Manager** – The Chief Administrative Officer of the City of Oak Park's government, who has the powers and duties set forth in Section 4.8 of the City Charter.

**Director** – The Director of Finance and Administrative Services, who has general supervision over the financial affairs of the City and generally directs the Department of Finance as prescribed under Section 2-61 *et seq.*, of the Oak Park Code of Ordinances.

**Investment Officer** – An Officer able to perform investment transactions on the City's behalf, as designated by the City Manager, which include the Director and Deputy Treasurer.

**Investment Policy** – This Investment Policy, adopted on August 1, 1994 and amended on June 1, 1998 for the City of Oak Park.

## **APPENDIX A**

### **INVESTMENT OF SURPLUS FUNDS OF POLITICAL SUBDIVISIONS**

**Act 20 of 1943**

**(Current as of August 31, 2015)**

**129.91 Investment of funds of public corporation; eligible depository; secured deposits; funds limitation on acceptable assets; pooling or coordinating funds; written agreements; investment in certificate of deposit; conditions; "financial institution" defined; additional definitions.**

#### **Sec. 1.**

**(1) Except as provided in section 5, the governing body by resolution may authorize its investment officer to invest the funds of that public corporation in 1 or more of the following:**

**(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.**

**(b) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2); certificates of deposit obtained through a financial institution as provided in subsection (5); or deposit accounts of a financial institution as provided in subsection (6).**

**(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.**

**(d) Repurchase agreements consisting of instruments listed in subdivision (a).**

**(e) Bankers' acceptances of United States banks.**

**(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.**

**(g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:**

**(i) The purchase of securities on a when-issued or delayed delivery basis.**

**(ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.**

(iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.

(h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.

(j) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

(2) Except as provided in subsection (5), a public corporation that invests its funds under subsection (1) shall not deposit or invest the funds in a financial institution that is not eligible to be a depository of funds belonging to this state under a law or rule of this state or the United States.

(3) Assets acceptable for pledging to secure deposits of public funds are limited to assets authorized for direct investment under subsection (1).

(4) The governing body by resolution may authorize its investment officer to enter into written agreements with other public corporations to pool or coordinate the funds to be invested under this section with the funds of other public corporations. Agreements allowed under this subsection shall include all of the following:

(a) The types of investments permitted to be purchased with pooled funds.

(b) The rights of members of the pool to withdraw funds from the pooled investments without penalty.

(c) The duration of the agreement and the requirement that the agreement shall not commence until at least 60 days after the public corporations entering the agreement give written notice to an existing local government investment pool which is organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150, in those counties where such a pool is operating and accepting deposits on or before September 29, 2006.

(d) The method by which the pool will be administered.

(e) The manner by which the public corporations will respond to liabilities incurred in conjunction with the administration of the pool.

(f) The manner in which strict accountability for all funds will be provided for, including an annual statement of all receipts and disbursements.

**(g) The manner by which the public corporations will adhere to the requirements of section 5.**

**(5) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in certificates of deposit in accordance with all of the following conditions:**

**(a) The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.**

**(b) The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.**

**(c) The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.**

**(d) The financial institution acts as custodian for the public corporation with respect to each certificate of deposit.**

**(e) At the same time that the funds of the public corporation are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the public corporation through the financial institution.**

**(6) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in deposit accounts that meet all of the following conditions:**

**(a) The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.**

**(b) The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the public corporation.**

**(c) The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.**

**(d) The financial institution acts as custodian for the public corporation with respect to each deposit account.**

(e) On the same date that the funds of the public corporation are deposited under subdivision (b), the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by the public corporation in the financial institution.

(7) A public corporation that initially invests its funds through a financial institution that maintains an office located in this state may invest the funds in certificates of deposit as provided under subsection (5).

(8) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and that maintains a principal office or branch office located in this state under the laws of this state or the United States.

(9) As used in this act:

(a) "Governing body" means the legislative body, council, commission, board, or other body having legislative powers of a public corporation.

(b) "Funds" means the money of a public corporation, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of a public corporation that permits investment in fewer than all of the investment options listed in subsection (1) or imposes 1 or more conditions upon an investment in an option listed in subsection (1).

(c) "Investment officer" means the treasurer or other person designated by statute or charter of a public corporation to act as the investment officer. In the absence of a statutory or charter designation, the governing body of a public corporation shall designate the investment officer.

(d) "Public corporation" means a county, city, village, township, port district, drainage district, special assessment district, or metropolitan district of this state, or a board, commission, or another authority or agency created by or under an act of the legislature of this state.

**History:** 1943, Act 20, Imd. Eff. Mar. 13, 1943 ;— CL 1948, 129.91 ;— Am. 1964, Act 126, Eff. Aug. 28, 1964 ;— Am. 1977, Act 66, Imd. Eff. July 20, 1977 ;— Am. 1978, Act 500, Imd. Eff. Dec. 11, 1978 ;— Am. 1979, Act 79, Imd. Eff. Aug. 1, 1979 ;— Am. 1982, Act 217, Imd. Eff. July 8, 1982 ;— Am. 1988, Act 239, Imd. Eff. July 11, 1988 ;— Am. 1997, Act 44, Imd. Eff. June 30, 1997 ;— Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997 ;— Am. 2006, Act 400, Imd. Eff. Sept. 29, 2006 ;— Am. 2008, Act 308, Imd. Eff. Dec. 18, 2008 ;— Am. 2009, Act 21, Imd. Eff. May 5, 2009 ;— Am. 2012, Act 152, Imd. Eff. May 30, 2012

## **APPENDIX B**

### **LIST OF QUALIFIED FINANCIAL INSTITUTIONS**

#### **BANKS**

Bank of America  
Bank of Ann Arbor  
Charter One Bank  
Chase Bank  
Comerica Bank  
Fifth Third Bank  
First Bank (Mt. Pleasant, MI)  
First Merit Bank  
Flagstar Bank  
Huntington National Bank  
Level One Bank  
Mercantile Bank of Michigan  
PNC Bank  
TCF Bank  
Talmer Bank and Trust  
The Private Bank

#### **OTHER FINANCIAL SERVICE INSTITUTIONS**

Comerica Securities  
D.A. Davidson & Company  
Federated Securities Corp.  
Fifth Third Securities  
Huntington Investment Company  
J P Morgan Chase  
Michigan CLASS  
Morgan Stanley  
Michigan Employees Retirement System (MERS)  
Oakland County Local Government Investment Pool  
PFM Group  
UBS Financial Services, Inc.