

Oak Park

City Council Agenda

November 2, 2015





AGENDA
REGULAR CITY COUNCIL MEETING
35th CITY COUNCIL
OAK PARK, MICHIGAN
November 2, 2015
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

- A. Regular Council Meeting Minutes of October 19, 2015
- B. Employees Retirement Board and Public Safety Retirement Board Meeting Minutes of July 27, 2015
- C. Recycling & Environmental Conservation Commission Meeting Minutes of August 20, 2015
- D. Public Safety Activity Summary for September 2015
- E. Recommendation to change the time for the December 15, 2015 Beautification Advisory Commission meeting from 7:00 pm to 6:00 pm.
- F. Request to approve an agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Oakdale
- G. Library Board Meeting Minutes of August 18, 2015
- H. Licenses - New and Renewals as submitted for November 2, 2015

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Special recognition of Council Member Seligson and Mayor Pro Tem Levine for their outstanding service to the City of Oak Park

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS:

- A. Approval for payment of an invoice submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$3,249.80

12. BIDS: None

13. ORDINANCES:

- A. Second Reading and adoption of proposed text amendments to the City of Oak Park Zoning Ordinance, Article XVIII, Signs, as recommended by the Planning Commission

14. CITY ATTORNEY:

- A. Request for approval of Consent Judgement in the Tax Tribunal matter of Rite Aid of Michigan, Inc v. City of Oak Park, MTT Docket No. 14-003552

15. CITY MANAGER:

45th District Court

- A. Request authorization to approve the FY 2016 Veterans Treatment Court Grant Program

Administration

- B. Appointment of Michael Seligson to the Planning Commission and Zoning Board of Appeals for a term ending August 2017
C. Appointment of Elizabeth Fritz-Cottle to the Arts and Cultural Commission for a term ending February 2017

Department of Public Works

- D. Request to approve a proposal from Orchard, Hiltz & McCliment, Inc. to perform a Water System Reliability Study and General Plan for an hourly, not to exceed amount of \$22,000 subject to final review by the City Attorney

Finance

- E. Quarterly Financial Report
F. Request to approve Budget Amendment #2016-1

Community and Economic Development, Planning Division

- G. Request to approve an Interlocal Cost-sharing Agreement for Woodward Neighborhood Bicycle Route Transportation Alternatives Program (TAP) 2015 Project

City Clerk

- H. Election update

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
REGULAR COUNCIL MEETING OF THE
35th OAK PARK CITY COUNCIL
October 19, 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, Council Member Burns, Mayor Pro Tem Levine,
Council Member Seligson

ABSENT: Council Member Speech (Excused)

OTHERS

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

**CM-10-400-15 MOTION TO APPROVE AN EXCUSED ABSENCE FOR COUNCIL
MEMBER SPEECH – APPROVED**

Motion by Levine, seconded by Burns, CARRIED UNANIMOUSLY, to approve Council Member Speech's absence due to a death in the family as excused.

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

MOTION DECLARED ADOPTED

APPROVAL OF AGENDA:

**CM-10-401-15 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH AN
ADDITION – APPROVED**

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

- Council approval of the Mayoral appointment of Jack Blumenkopf to the Corridor Improvement Authority as Item #15I.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-10-402-15 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of October 5, 2015 **CM-10-403-15**
- B. Planning Commission Meeting Minutes of August 10, 2015 **CM-10-404-15**
- C. Communications Commission Meeting Minutes of June 17, 2015 **CM-10-405-15**
- D. Proposed Change Order No. 2 for the 2015 Water Main Replacement Project, M-609 to Macomb Pipeline and Utility Co. for the total amount of (\$27,490.00) and Payment Application No. 3 in the amount of \$128,637.65 **CM-10-406-15**
- E. Payment of invoice from PSI for material testing on the water main and sewer construction projects in the total amount of \$2,860.00 **CM-10-407-15**
- F. Authorization for the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick up subject to final review by the City Attorney **CM-10-408-15**
- G. Licenses - New and Renewals as submitted for October 19, 2015 **CM-10-409-15**

<u>NEW MERCHANT</u> (Subject to all Departmental Approvals)	<u>ADDRESS</u>	<u>FEE</u>
Life Skills Village PLLC	25900 Greenfield Ste 100	\$150
Innovative Tool & Design Corp.	10725 Capital St.	\$150
 <u>RENEWALS</u>		
9 Oaks Grill	22110 Coolidge	\$225
Street Corner Music LTD	26020 Greenfield	\$150
Lee Beauty Supplies Discount	22136 Coolidge	\$450
KFC Take Home of Oak Park, Inc.	22001 Coolidge	\$450
State Farm Insurance, Inc.	10841 Ten Mile	\$450
AP Wireless	2277 Columbia Dr.	\$150
LM Studio	8104 W Nine Mile	\$675
Valley City Linen	13165 Cloverdale	\$450
Trend Express Market	8580 Nine Mile	\$150
Shipway X-Ray Inc.	21840 Wyoming Pl	\$225
Lawton Career Institute	20820 Greenfield	\$450
Dynamite Tax & Financial Services	15401 Nine Mile	\$225

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Proclamation honoring Robb “Dragon” Hogan. Mayor McClellan presented the following proclamation in honor of Robb Hogan:

City of Oak Park
Proclamation
Honoring
Robb “Dragon” Hogan

WHEREAS, *Grand Master Robb “Dragon” Hogan, 10th degree black belt, has been teaching karate at the Oak Park Community Center for over 35 years; and*

WHEREAS, *Grand Master Hogan has developed the “Dragon’s Eight” approach to instruction of the martial arts using the eight principles of awareness, humility, repetition, honesty, understanding, reality, proficiency and sensitivity; and*

WHEREAS, *With nearly fifty years of experience in the martial arts as a student, instructor, and currently grand master, Robb Hogan has mounted extensive accomplishments in the martial arts including being rated as one of the top 10 karate practitioners in Michigan by Professional Karate Magazine and his induction into the Michigan Karate Hall of Fame in 1992; and*

WHEREAS, *Grand Master Hogan has made a significant impact on the martial arts world and on the lives of two generations of students in Oak Park where he has promoted over 150 black belts, using a philosophy that promotes self-defense, personal awareness and self-discipline;*

NOW, THEREFORE, BE IT RESOLVED, *that I, Marian McClellan, Mayor of the City of Oak Park, Michigan, on behalf of the Oak Park City Council and all of our residents, by proclamation, do hereby recognize and honor Grand Master Robb “Dragon” Hogan for creating a legacy of positive influence on the youth of our city and surrounding community.*

IN TESTIMONY WHEREOF, I have officially signed my name, and caused the seal of the City of Oak Park, Michigan, to be affixed this Nineteenth day of October, Two Thousand Fifteen.

Marian McClellan, Mayor

(AGENDA ITEM #7B) City Manager Employee Recognition. City Manager Tungate presented an Employee Recognition Award to Tiffany Brown from the Public Works Department.

(AGENDA ITEM #7C) Presentation. A representative from the Ferndale Schools presented information about the school millage proposal that will be found on the November 3, 2015 ballot for voters living in the Ferndale School District.

PUBLIC HEARINGS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

CM-10-410-15 (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 \$336.00 - APPROVED

Motion by Levine, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #1273772 as submitted by Secrest Wardle, Lynch, Hampton, Truox & Morley for legal services in the amount of \$336.00.

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

MOTION DECLARED ADOPTED

CM-10-411-15 (AGENDA ITEM #11B) APPROVAL FOR PAYMENT OF AN INVOICE AS SUBMITTED BY GARAN, LUCOW, MILLER P.C., FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$11,699.55 - APPROVED

Motion by Burns, seconded by Seligson, CARRIED UNANIMOUSLY, to approve payment of invoice #445698 as submitted by Garan, Lucow, Miller P.C., for legal services in the total amount of \$11,699.55.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-10-412-15 (AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND ARTICLE V, RATES AND CHARGES, OF CHAPTER 82, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING SECTIONS 82-315 AND 82-316 THEREOF - APPROVED

Motion by Burns, Seconded by Levine, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE V, RATES AND CHARGES, OF CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING SECTIONS 82-315 and 82-316 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Section 82-315, Payment, of Article V, Rates and Charges, of Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 82-315. - Payment.

- (a) The fees, rates, and charges imposed for water and sewer services furnished by the city shall be effective as to bills paid on or before the due date indicated on each billing. Thereafter, a penalty of ten percent of the outstanding balance of the account shall be added to each bill. The city manager, or his designee, shall be permitted to waive one penalty per year. The penalty must be assessed and removed in the same calendar year. In addition to other applicable penalties or late fees, a service charge in the amount of \$30.00 shall be added to all bills for which payment is made by check, debit card, or credit card if such payment is returned to the city after being dishonored upon presentment. In the event that the charges for any such services furnished to any premises shall not be paid within 30 days after the due date thereof, then the water services furnished by the system to such premises shall in all cases be discontinued. The failure to receive a water bill shall not invalidate any charges imposed for water and sewer services furnished by the city.
- (b) The customer will be notified of the consequences of failure to pay the utility bill in the following methods prior to actual discontinuation:
 - (1) The regular utility bills will indicate the earliest date when service will be disconnected if the billing is not paid.
 - (2) A water notice will be mailed via first-class mail to the mailing address on file for any residential customers having a past due balance on their account within ten days after the due date. The notice will state the past due amount along with the earliest date the water will be disconnected. The notice will also inform the customer of the availability of a hearing to contest a disputed bill, shall explain the procedure to schedule a hearing, and shall provide a phone number for the customer's convenience in scheduling a hearing.
 - (3) Finally, a disconnection warning will be mailed via first-class mail to the mailing address on file for any property where service is scheduled for disconnection. The disconnection warning will indicate the past due balance to be paid by acceptable funds other than check and the earliest date the water could be disconnected. A fee of \$10.00 will be added to each account receiving a disconnection notice.
- (c) In the case of a disputed bill, the customer, prior to the mailing of a disconnection warning, may request a hearing to show cause why the billing is incorrect. A hearing shall be scheduled before a hearing officer, who may be the city manager or his or her designee. The hearing officer will provide the customer with an opportunity to be heard regarding the dispute over the amount of the bill, and will hear such evidence as the customer may have in support thereof. The hearing officer shall review the bill, perform such additional investigation of the matter as may be determined to be warranted under the circumstances, and correct any billing errors. Such hearings shall be informal and the decision of the hearing officer shall be final.
- (d) Payment plans are available in the water department to stop a disconnection if the following rules are adhered to:
 - (1) The payment plan shall be signed by the property owner and filed in the water department prior to a disconnection warning being mailed.
 - (2) One-fourth of the past due amount shall be paid in acceptable funds other than check at the time of filing of the payment plan, with the balance to be paid in monthly installments. Charges that accrue following the start date of the plan - including regular billing - are not covered by the plan, and therefore must be paid by their indicated due date.

If the customer falls behind on any payment as stated in the payment plan, the water will be disconnected - as stated in the plan - without notice. Payment plans will not be accepted after a disconnection warning has been mailed. At this point the full amount must be paid in acceptable funds other than check.

(e) Fees upon disconnection:

- (1) If the service is disconnected, a disconnect/reconnect fee, in an amount established by resolution of the council from time to time, will be charged. This fee must be paid along with the past due amount in acceptable funds other than check before the service will be reconnected. The water service will be reconnected between 8:00 a.m. and 3:00p.m. Monday through Thursday, except for holidays when the city offices are closed. In order to have same day service reconnection, charges must be paid prior to 3:00 p.m. If the customer desires, the service may be reconnected after normal reconnection hours if personnel are available to do the reconnection and the customer is willing to pay overtime charges as follows: two employees times their overtime rate times two hours. Overtime charges must be paid along with the past due amount and the disconnect/reconnect fee in acceptable funds other than check. Any reconnection of water requires an adult of at least 18 (eighteen) years of age to be inside of the property. Any water disconnected for 45 days or more requires an appointment for water reconnection.
- (2) Any water service disconnected by the city and found reconnected without city approval shall be deemed an "illegal turn on" and shall result in a charge in the amount of \$120.00 in additional fees for the first occurrence. Any subsequent occurrence will result in an additional charge of \$250.00. If the city elects to disable the water service line an additional fee of \$350.00 will be assessed. Any balance on an account deemed an illegal turn on must be paid in full by acceptable funds other than check to restore water service.

(f) If a scheduled appointment with the water department is missed, a missed appointment fee of \$45.00 will be assessed to the account.

(Code 1973, § 42-119; Ord. No. O-94-322, § 3, 6-20-94; Ord. No. O-94-332, § 1, 12-19-94; Ord. No. O-95-335, § 2, 6-19-95; Ord. No. O-97-369, § 2, 6-16-97; Ord. No. O-98-377, § 2, 6-15-98; Ord. No. O-00-421, § 1, 6-19-00; Ord. No. O-02-466, § 2, 6-17-02; Ord. No. O-03-484, § 2, 6-16-03; Ord. No. O-04-499, § 2, 6-21-04; Ord. No. O-05-514, § 2, 6-20-05; Ord. No. O-07-531, § 1, 6-18-07; Ord. No. O-11-580, § 1, 8-1-11; Ord. No. O-11-581, § 1, 11-21-11)

SECTION 2. Section 82-316, Deposits—Required in certain circumstances, of Article V, Rates and Charges, of Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 82-316. - Deposits—Required in certain circumstances.

In cases where the city is properly notified in accordance with section 82-313 that a tenant is responsible for water or sewage disposal service charges, or garbage or rubbish fees, no such service shall be commenced or continued to such premises until there has been deposited with the water department, a sum sufficient to cover six times the average quarterly bill for such premises, as estimated by the finance director, such deposit to be in no case less than \$537.48. Where the water service to any premises is turned off to enforce the payment of water service charges, sewage disposal service charges, or garbage and rubbish fees, the water service shall not be reconnected until all delinquent charges have been paid and a deposit, as in the case of tenants is made. There shall be a water turn-on charge of \$90.00, i.e., \$45.00 to shut off the water and then \$45.00 to turn the water back on.

(Code 1973, § 42-120; Ord. No. O-94-317, § 8, 2-7-94)

SECTION 3. Savings Clause.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby amended, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this day of _____, 2015.

T. EDWIN NORRIS
City Clerk

MARIAN McCLELLAN
Mayor

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

MOTION DECLARED ADOPTED

CM-10-413-15 (AGENDA ITEM #13B) FIRST READING OF AN ORDINANCE TO AMEND ARTICLE XVIII, SIGNS, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN - APPROVED

Motion by Seligson, Seconded by Burns, CARRIED UNANIMOUSLY, to approve the first reading of the following ordinance:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.

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

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article XVIII, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete Section 1802, R, 17, and re-number the remaining listed items:

Section 1802. Basic requirements – All districts.

R. Prohibited signs and sign features or components. The following signs are prohibited, notwithstanding anything to the contrary in this ordinance:

17. Phone numbers on signs.

SECTION 2. Article XVIII, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, Section 1805, C, 1, 2, and 3, is hereby amended to the following:

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

C. For planned shopping centers under single ownership and management, one free-standing (pole or monument style) shopping center identification sign per business street providing access to the site and one wall sign per tenant, subject to the following:

1. Free-standing shopping center identification signs shall be permitted in accordance with the following table:

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

Freestanding Shopping Center Identification Signs	Less than 10,000 square feet in size	Between 10,001 and 99,999 square feet in size	Greater than 100,000 square feet in size
Maximum Height	15 Feet	22 Feet	24 Feet
Maximum Size	40 Square Feet	150 Square Feet	200 Square Feet
Shopping Center Name Minimum % of Display Area	30%	20%	20%
Individual Tenant Maximum % of Display Area	70%	40%	40%
Maximum Number of Tenants on Identification Sign	1	4	5

2. Free-standing monument style shopping center identification signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
3. Free-standing shopping center identification signs shall be set back at least five feet from street property lines, 20 feet from adjacent property lines and 100 feet from adjacent residential districts.

SECTION 3. Conflicting Provisions Repealed

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

SECTION 4. Severability

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

SECTION 5. Effective Date

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

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

MOTION DECLARED ADOPTED

CITY ATTORNEY REPORT: None

CITY MANAGER:

Finance Department

**CM-10-414-15 (AGENDA ITEM #15A-E) RECEIVE AND APPROVE STAFF
RECOMMENDATIONS AS SUBMITTED REGARDING SPECIAL
ASSESSMENT DISTRICTS #649, #650, #651, #652, and #653
– APPROVED**

Motion by Burns, Seconded by Seligson, CARRIED UNANIMOUSLY, to receive and approve staff recommendations for Special Assessment Districts as follows:

DISTRICT NO. 649 UNPAID WEED MOWING INVOICES

It is the recommendation of Rob Barrett, Director of Technical Planning, that the property owners at 13841 Ten Mile (15-0002951) are responsible for all unpaid charges including penalty as stated. It is recommended to include these unpaid invoices which were temporarily removed from Special Assessment District No. 649 together with the original 10% penalty.

It is further recommended that the property owners at 22211 Marlow are not responsible for all unpaid charges including penalty as stated. It is recommended to remove invoice (15-0003236) from Special Assessment District 649, cancel and generate a new invoice for a special pick up.

DISTRICT NO. 650 UNPAID WATER INVOICES

It is the recommendation of Steve Lukasik, Supervisor of Water that the property owners at 15450 Ten Mile Road (800381006) and 22195 Westhampton (400109289), are not responsible for all unpaid charges including penalty as stated. It is recommended that both be removed from Special Assessment District 650.

DISTRICT NO. 651 UNPAID SPECIAL PICK-UP INVOICES

It is the recommendation of Rob Barrett, Director of Technical Planning, that the property owners at 24510 Manistee (15-0003042, 15-0003248) and 14410 Vernon (15-0002843) are responsible for all unpaid charges including penalty as stated. It is recommended to include these unpaid

invoices which were temporarily removed from Special Assessment District No. 651 together with the original 10% penalty.

DISTRICT NO. 652 UNPAID SNOW REMOVAL INVOICES

It is the recommendation of Rob Barrett, Director of Technical Planning, that the property owners at 24117 Roanoke (15-0002743), 24091 Majestic (15-0002742), 13841 Ten Mile (15-0002698) are responsible for all unpaid charges including penalty as stated. It is recommended to include these unpaid invoices which were temporarily removed from Special Assessment District No. 652 together with the original 10% penalty.

DISTRICT NO. 653 UNPAID SIDEWALK REPAIR INVOICES

It is the recommendation of Rob Barrett, Director of Technical Planning, that the property owners at 13731 Allan (15-0002853) is responsible for all unpaid charges including penalty as stated. It is recommended to include these unpaid invoices which were temporarily removed from Special Assessment District No. 653 together with the original 10% penalty.

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

MOTION DECLARED ADOPTED

Community and Economic Development, Planning

CM-10-415-15 (AGENDA ITEM #15F) FINAL SITE PLAN FOR SECURITY CENTRAL PROTECTION BUILDING, 12821 CAPITAL - APPROVED

Motion by Burns, Seconded by Levine, CARRIED UNANIMOUSLY, to approve the recommendation of the Planning Commission for approval of the Final Site Plan for Security Central Protection building, 12821 Capital, subject to the following conditions:

- 1) Engineering plans for the new west entrance drive and west side parking lot (with storm water management) need to be submitted and approved by the Engineering Division.
- 2) A separate detailed landscape plan for this area including an irrigation method will need to be submitted and approved by the City Planner.
- 3) Exterior lighting to be shielded downward and positioned as to not create a nuisance to adjacent properties and automobile traffic.
- 4) All roof top and ground level equipment must be screened as required by the Zoning Ordinance.
- 5) A request by the applicant to the City Assessor for the combination of the two individual tax parcels that comprise the proposed project into one tax parcel.
- 6) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

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

MOTION DECLARED ADOPTED

Community and Economic Development Manager Marrone reported that at the October 12, 2015 meeting, the Planning Commission reviewed a Site Plan for Security Central Protection, 12821 Capital to construct a 4,030 square foot, two-story addition. The Planning Commission voted to recommend to the City Council approval of the Final Site Plan with conditions.

CM-10-416-15 (AGENDA ITEM #15G) FINAL SITE PLAN FOR 1-800 SELF STORAGE, 13631 TEN MILE ROAD - APPROVED

Motion by Seligson, Seconded by Burns, CARRIED UNANIMOUSLY, to approve the recommendation of the Planning Commission for approval of the Final Site Plan for 1-800 Self Storage, 13631 Ten Mile Road, subject to the following conditions:

- 1) Existing hard surfaced areas in driveways and parking areas to be repaired as necessary.
- 2) Proposed or existing lighting should be shielded and downward casting to eliminate the possibility of nuisance.
- 3) All proposed roof top or ground level equipment must be screened as required by the Zoning Ordinance.
- 4) The proposed dumpster enclosure to be constructed consistent with the design of the proposed screen wall.
- 5) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

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

MOTION DECLARED ADOPTED

Ms. Marrone reported that at the October 12, 2015 meeting, the Planning Commission reviewed a Site Plan for 1-800 Self Storage, 13631 Ten Mile Road, to renovate an existing 5,490 square foot building currently being utilized for auto servicing, into a 71 unit self-storage facility. The existing 25 foot-high single story building will be internally converted into a building with two floors. The Planning Commission voted to recommend to the City Council approval of the Final Site Plan with conditions.

Recreation

CM-10-417-15 (AGENDA ITEM #15H) MUNICIPAL AND COMMUNITY CREDITS CONTRACT WITH SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART) - APPROVED

Motion by Burns, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the Recreation Department to enter into a Municipal and Community Credits contract with Suburban Mobility Authority for Regional Transportation (SMART) for the fiscal year ending June 30, 2016.

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

MOTION DECLARED ADOPTED

Recreation Director Hall reported this contract allows the Recreation Department to enter into a Municipal Credits and Community Credits contract with SMART that will allow the city to operate a senior transportation program. The Municipal credits will total \$28,842 and the Community Credits will total \$38,803 for the fiscal year ending June 30, 2016.

CM-10-418-15 (AGENDA ITEM #15) MAYORAL APPOINTMENT OF JACK BLUMENKOPF TO THE CORRIDOR IMPROVEMENT AUTHORITY BOARD OF DIRECTORS - APPROVED

Motion by Seligson, seconded by Burns, CARRIED UNANIMOUSLY, to approve the mayoral appointment of Jack Blumenkopf to the Corridor Improvement Authority Board of Directors for a term ending August 2017.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Andrew Warren, 10140 Burton, expressed concerns about the water program with respect to yard repair.

Sam Abelson, 8804 Woodside Drive, expressed concerns about a property clean-up bill pertaining to a tree limb at his rental property at 23111 Majestic.

Dalmer Baker, 10141 Dartmouth, expressed concerns about the sod repair and quality of the Sidewalk repair pertaining to the city water project.

Marie Walters-Gill, 24520 Manistee, expressed concerns about code infractions in her neighborhood.

Williem Payne, 23550 Republic, expressed concerns about curb repairs in his neighborhood that have not been completed.

Shirley Young, 10301 Dartmouth, expressed concerns about neighbors who are not taking care of their swimming pools.

CALL TO THE COUNCIL:

Council Member Seligson wished everyone a good night.

Council Member Burns thanked everyone for coming out and to be familiar with the leaf pick-up schedule. She also reported that the Oak Park Recycling Commission has been invited to the Huntington Woods Recycling meeting on November 19, 2015 at 7:30 PM.

Mayor Pro Tem Levine reminded everyone that there is still time to request an absentee ballot and that absentee voting may take place in the Clerk's Office the week before the November 3, 2015 Election. City Clerk Norris added that the Clerk's office will be open on Saturday, October 31, 2015 until 2:00 pm.

Mayor McClellan read a letter from a resident praising the Public Safety Department. She reported on the 2006 street bond refinancing project that will save taxpayers approximately 1.2 Million dollars over the life of the bonds and reminded everyone to attend Boo Bash at the Community Center on Halloween from 4:30 to 7:00 pm. She also discussed a “Rat Blitz” program whereby the city targets areas of the city that are experiencing rodent problems and she congratulated the Oak Park Schools for being recognized as a school district that has increased enrollment. She concluded by announcing upcoming events to be held at the Library.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:12 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



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

**July 27, 2015
4:30 PM**

MINUTES

EMPLOYEES' RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee McClellan, Trustee Tungate, Trustee Eickmeier,
Trustee Waxenberg

TRUSTEES ABSENT: Trustee Mlynczyk

ALSO PRESENT: City Clerk Norris, City Attorney Duff,
Deputy Finance Director Crawford

PUBLIC SAFETY RETIRMENT SYSTEM:

TRUSTEES PRESENT: Trustee Batora (Arrived at 5:15 PM), Trustee Tungate,
Trustee McClellan, Trustee Tetler, Trustee Levine

TRUSTEES ABSENT: None

ALSO PRESENT: City Clerk Norris, City Attorney Duff
Deputy Finance Director Crawford

(Agenda Item #3) Member Update – Term Expiring – Tetler (PSRS)

**PSRS-07-011-15 MOTION TO HAVE THE CITY CLERK CONDUCT AN
ELECTION TO DETERMINE THE COMMAND
REPRESENTATIVE FOR THE PUBLIC SAFETY
RETIREMENT SYSTEM – APPROVED**

Motion by Levine, seconded by McClellan, CARRIED UNANIMOUSLY, to have the City Clerk conduct an election to determine the Command Representative for the Public Safety Retirement System.

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

MOTION DECLARED ADOPTED

It was noted that Trustee Tetler's term is expiring and that the bylaws require a vote of the membership to determine the next Trustee.

(Agenda Item #4A) Approval of Minutes

ERS-07-012-15 MINUTES FROM THE APRIL 27, 2015 CONCURRENT MEETING – APPROVED

Motion by Waxenberg, seconded by McClellan, CARRIED UNANIMOUSLY, to approve the Minutes from the April 27, 2015 Concurrent Meeting.

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

MOTION DECLARED ADOPTED

PSRS-07-012-15 MINUTES FROM THE APRIL 27, 2015 CONCURRENT MEETING – APPROVED

Motion by Levine, seconded by Tetler, CARRIED UNANIMOUSLY, to approve the Minutes from the April 27, 2015 Concurrent Meeting.

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

MOTION DECLARED ADOPTED

(Agenda Item #5A) Mortality Table Approval

Ellen L. Kleinstuber from SAVITZ reminded the boards that a temporary set of mortality assumptions were adopted at the last board meeting and they are now requesting that the boards adopt these same assumptions on a permanent basis.

ERS-07-013-15 MOTION TO PERMANENTLY ADOPT MORTALITY ASSUMPTIONS TO DETERMINE BENEFIT PAYMENT OPTIONS – APPROVED

Motion by Waxenberg, seconded by McClellan, CARRIED UNANIMOUSLY, to permanently adopt the following mortality assumptions to determine benefit payment options for the Employees' Retirement System:

- Retain 6% Interest Rate
- Base on RP-2014 mortality table
- Future improvements after 2008 projected using new Scale MP-2014
- Assume all retirees are male with female beneficiary

Roll Call Vote:	Yes:	Tungate, McClellan, Eickmeier, , Waxenberg
	No:	None
	Absent:	Mlynczyk

MOTION DECLARED ADOPTED

PSRS-07-013-15 MOTION TO PERMANENTLY ADOPT MORTALITY ASSUMPTIONS TO DETERMINE BENEFIT PAYMENT OPTIONS – APPROVED

Motion by Levine, seconded by Tetler, CARRIED UNANIMOUSLY, to permanently adopt the following mortality assumptions to determine benefit payment options for the Public Safety Retirement System:

- Retain 6% Interest Rate
- Base on RP-2014 mortality table
- Future improvements after 2008 projected using new Scale MP-2014
- Assume all retirees are male with female beneficiary

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

MOTION DECLARED ADOPTED

(Agenda Item #6A) SEI Presentation

Glen Harris and Jon Waite from SEI presented a Second Quarter Investment Review dated July 27, 2015. A complete report is on file in the City Clerk's Office. Mr. Harris reported modest second quarter returns for the plans and summarized plan highlights on page 3 of the report. The Employee Retirement System assets as of June 30, 2015 were \$20,990,835 and the Public Safety Retirement System assets were \$38,404,127. Both plans returned 0.17% in quarter 2 relative to 0.05% for the Policy Index. Portfolio highlights indicated that Total Equity produced 0.6% returns, while Total Fixed Income collectively returned -0.3%. Mr. Harris indicated that the volatility in the market has been largely due to foreign markets. SEI is not recommending portfolio policy adjustments at this time.

(Agenda Item #6A) SAVITZ Presentation

Ms. Kleinstuber presented a report dated June 29, 2015 (a complete copy of which is on file in the City Clerk's Office) that looked at options for improving the funding status of the retirement plans and discussed the risks associated with the different options. She indicated that SAVITZ hopes to have valuation results for the year ready by the October meeting.

(Agenda Item #6B) DROP Program Update

City Manager Tungate indicated that the City is negotiating a DROP program with its Public Safety Unions and stated there is currently one employee that will apply for the program. Mr. Tungate summarized the proposed aspects of the program and indicated the final plan will be presented at a future meeting.

(Agenda Item #6C) Research for bonding against unfunded liability

Mr. Tungate discussed the subject of bonding against the unfunded liability of the pension systems, specifically Retirement Healthcare liabilities, and summarized a memorandum from Paul Wyzgoski at Dickinson Wright, PLLC that sets forth requirements for issuing bonds for this purpose. He commented that the City is currently in the process of refinancing their 2006 Street Improvement bonds and that Dickinson Wright is consulting the City on this process. The boards discussed possible options for bonding and City Manager Tungate received consensus from the boards to pursue with City Council the retention of Dickinson Wright as a consultant to research bonding options. It was noted that a careful analysis would be required to determine the risks and rewards of a program of this nature.

(Agenda Item #7A-J) Financial Reports (ERS)

**ERS-07-014-15 RECEIVE AND APPROVE ERS FINANCIAL REPORTS
 – APPROVED**

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

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

DATE	CHECK#	PAYEE/DESCRIPTION	AMOUNT
04/16/15	131525	Gabriel, Roeder & Smith Actuarial Service Fees provided at end of contract.	\$ 440.00
05/31/15	JE#659	SEI Private Trust Co. Investment Counseling Fees for 1/01/15– 03/31/15.	\$ 13,440.90
06/25/15	132657	Savitz Organization Administration and Actuarial Fees for 07/01/14 – 06/30/15.	\$ 31,033.00

TOTAL QUARTERLY DISBURSEMENTS:	\$44,913.90
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- E. Fiduciary Net Assets Statement – Fund 680
- F. Retirees Actuarial Statements - None
- G. Municipal and Military Buy-Back Calculations - None
- H. Correspondence of Retirement Submission - None
- I. Necrology Report

NAME	RETIRED	DEPARTMENT	DATE OF DEATH	SURVIVOR
Olga Gulawsky	03/30/1992	Finance	05/08/2015	N/A
Lois Andrews	01/22/1986	Finance	06/30/2015	N/A

- J. Miscellaneous Information - None

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

MOTION DECLARED ADOPTED

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

PSRS-07-014-15 RECEIVE AND APPROVE PSRS FINANCIAL REPORTS – APPROVED

Motion by Tetler, seconded by Levine, CARRIED UNANIMOUSLY, to receive and approve the following reports:

- A SEI Investment Management Reports
- B Fiduciary Net Assets Statement – Fund 733
- C SEI Private Trust Financial Report
- D Disbursements made by Retirement System

DATE	CHECK#	PAYEE/DESCRIPTION	AMOUNT
04/16/15	131525	Gabriel, Roeder & Smith	\$ 9,140.00
GASB 67 Valuation Report and Actuarial Fees provided at end of contract.			
05/31/15	JE#660	SEI Private Trust Co.	\$ 23,218.02
Investment Counseling Fees for 1/01/15– 03/31/15.			
06/25/15	132657	Savitz Organization	\$ 37,200.00
Administration and Actuarial Fees for 07/01/14 – 06/30/15.			
TOTAL QUARTERLY DISBURSEMENTS:			\$69,558.02

- E. Fiduciary Net Assets Statement – Fund 680 N/A

Oak Park Recycle Meeting

Aug. 20, 2015

Attendance: Al Lewis, Carolyn Davis, Paul Bannon, Denise Trombly, Clarissa Clemons & Kendra Knorp

City Council: Carolyn Burns
DPW: Rocco Fortura

Guest: Jennifer Young, SMRE Office

Meeting called to order 7:08 p.m.

Minutes were not discussed by committee; minutes were approved for 6/18/15.

Speaker Jennifer Young, Grant application for energy which SMRE could help us obtain if we became part of their regional group, she will be forwarding an application to Carolyn Burns to take to council. Grants would be for energy savings as with solar panels and lighting for city not for residents.

SOCRRA update: As of Sept, 1, 2015 Hazardous Waste can be dropped at SOCRRA without an appointment. Committee asked that this information be put in the Branch for the general public information.

July 3, 2015 Independence Day Recap: Well attended and felt it was worth time spent. 3 Bins were sold.

Haul your own junk will again take place Sept.18-27, 2015; this will be the last for this year. To be located in the Ice Arena Parking Lot with no security checking.

Next recycling event will take place Sun., Sept 20, 2015 from 10a.m.-2:00p.m.; volunteers will be Carolyn Davis & Denise Trombly. They asked for a tent and bins to sell. Residents can drop off used televisions, computers, printers, CD players, microwave ovens, etc. Paper shredder-residents will have access to an industrial size paper shredder. Before arriving, please remove any metal clips, spines, etc.

250- 95 Gal. trash cans have been ordered at a cost of \$60.00 per can to residence.

Web site is soon to be up and running for resident/business recycling questions.

Meeting adjourned 8:23p.m.



**OAK PARK PUBLIC SAFETY
September 2015
ACTIVITY SUMMARY**



OPERATIONS:

- Calls for Service
- 2014 Total: 14,922
- September 2014: 1,317
- 2014 YTD: 11,444
- September 2015: 1,216
- 2015 YTD: 11,149
- Arrests: 109
- Vacation/Property Checks: 9
- Non-Criminal Fingerprints: 8
- PBT's: 95
- Vehicles Impounded: 20
- Traffic Stops: 643
- Time on Traffic Stops: 94.98 hours

INVESTIGATIONS:

Cases Assigned - 45
 Adult/33 Juvenile/6
 Warrants Obtained: 15

 See attached report
 "RMS-008"
 for September crime summary

Records Bureau:

Animal Licenses: 10
 Alarm Permits: 21
 License to Purchase Handgun/ Gun Registrations: 16
 FOIA / RFI / Discovery Requests: 113
 Calls Received at Dispatch: 4,739

REPORTED FIRES: 3 (2 structural, 1 vehicle, 0 other)

NON-FIRE INCIDENTS: 16
 (7 includes false fire alarms)



FIRE SAFETY INSPECTIONS: 60

**COMMUNITY
POLICING**

4 Neighborhood watch meeting, OPU- New Ofc. Training, Rosh Hashana Patrol, Hired new crossing guard.

CITATIONS ISSUED: 455

HAZARDOUS	161	35%
NON - HAZARDOUS	189	42%
PARKING	10	2%
ORDINANCE VIOLATION	95	21%

NOTES: *Training: Department-wide Rifle training, Department Wide Medical Narcan training, Crime prevention training, Evidence training.*



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015 **AGENDA #**

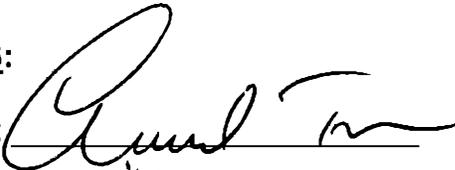
SUBJECT: Proposed time change for the Oak Park Beautification Advisory Commission meeting of December 15, 2015 from 7:00 pm to 6:00 pm.

DEPARTMENT: DPW - KJY

SUMMARY: The chairperson from the Beautification Advisory Commission has requested that the time for the December 15, 2015 meeting be changed from 7:00 pm to 6:00 pm.

RECOMMENDED ACTION: It is recommended that the time for the December 15, 2015 Beautification Advisory Commission meeting be changed from 7:00 pm to 6:00 pm.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015 **AGENDA #**

SUBJECT: Maintenance agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Oakdale.

DEPARTMENT: Department of Public Works - *KJY*

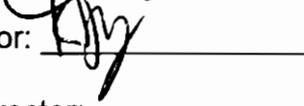
SUMMARY: The Road Commission for Oakland County has offered to compensate the City of Oak Park \$43,682.67 for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Oakdale. This will require our City crews to plow and salt these sections of roadway as needed throughout the winter.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that the City Council approve the attached agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Oakdale.

APPROVALS:

City Manager: 

Finance Director: 

Department Director: _____

EXHIBITS: Agreement

2015-2016 WINTER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2015, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Oak Park, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$43,682.69, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2015
50% in March, 2016

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2015, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2016, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE
2015-2016
CITY OF OAK PARK

EXHIBIT A

10 MILE ROAD

Extending from Woodward Avenue to Greenfield		
4.92 miles at \$3,578.06 per mile		\$ 17,604.06
0.53 miles at \$6,261.62 per mile		<u>\$ 3,318.66</u>
TOTAL		\$ 20,922.71

GREENFIELD ROAD

Extending from Eight Mile Road to Eleven Mile Road		
.28 miles at \$6,261.62		\$ 1,753.25
2.72 miles at \$7,723.06		<u>\$21,006.72</u>
TOTAL		\$43,682.69

TWO LANES

(\$3,578.06 per mile)		
4.92 miles		\$17,604.06

FOUR OR FIVE LANES

(\$6,261.62 per mile)		
0.81 miles		\$ 5,076.65

SIX OR MORE LANES

(\$7,723.06 per mile)		
2.72 miles		\$21,006.72

TOTAL	8.45 MILES	\$43,682.69
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50% in December, 2015	\$21,841.35
50% in March, 2016	<u>\$21,841.34</u>
	<u>\$43,682.69</u>

EXHIBIT B

2015-2016 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**INSURANCE PROVISION
(CITY)**

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Worker's Compensation and Employer's Liability Insurance:** The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
 - 1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
---	---

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



OAK PARK PUBLIC LIBRARY BOARD of DIRECTORS MEETING

August 18, 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 (Excused)

Meeting called to order at 6:30 P.M. Adjourned: 7:14 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 arrived and will be installed on Monday, October 12th by Director Schefke and Matt Brandimarte.
- B. SAM to Envisionware – Installation of the new time management software will take place on Tuesday, October 13th.
- 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 18th, which will take the place of our November library board meeting.

NEW BUSINESS:

- A. Teen Area Remodeling – Plans are moving forward on the remodel of the teen area. We are awaiting bids on shelving, and have laid out a basic floor plan. Charli Osborne, our youth services librarian, will be spear heading this project. We are planning on moving Youth Services to the current storage area as part of this remodel.

OTHER: none.

Meeting Adjourned at 7:14 PM.

Next meeting: Tuesday, October 20, 2015 at 6:30 P.M. in the Room 4 of the Recreation Center.

Respectfully submitted,
Brandon Bowman, Library Director

MERCHANT'S LICENSES – NOVEMBER 2, 2015**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
Ross Special Services	13000 Northend #201	\$150.00
Dollar Express	22100 Coolidge	\$150.00
Star Factory Artist	13650 Eight Mile	\$150.00
McDonald's	26160 Greenfield	\$150.00
Anniewrap & Flowers	22171 Coolidge	\$150.00

<u>RENEWALS</u>		
Common Cents Coin Laundry	10840 Nine Mile	\$450.00
O'Reilly Auto Parts	23125 Coolidge	\$450.00
On Point Hair Designs	13721 Nine Mile	\$375.00
Arkk Engineering	14251 Eleven Mile	\$450.00
Mookey's Beans Greens	26076 Greenfield	\$450.00
McKinney Jenkins & Assoc. Inc./Jackson Hewitt	22115 Coolidge	\$150.00

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 446706**October 22, 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 Wednesday, September 30, 2015

\$3,213.00**Fee Total****Costs Advanced:**

Date	Description	Amount
09/16/15	Mileage to Oakland County Circuit Court for motions 64 @ 0.58	36.80
	Total Costs Advanced	\$36.80

Total Fees and Disbursements: \$3,249.80

*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.*



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015

AGENDA #

SUBJECT: Recommendation of the Planning Commission for a Zoning Ordinance text amendment to amend Article XVIII, Signs.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the October 12, 2015 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendments would make a number of changes to Article XVIII, Signs.

The Planning Commission voted to recommend to the City Council adoption of the text amendment.

RECOMMENDED ACTION: To conduct the second reading and adopt the proposed text amendment to the City of Oak Park Zoning Ordinance, Article XVIII, Signs.

APPROVALS:

City Manager: _____

A handwritten signature in black ink, appearing to be "Chris K", is written over the line for the City Manager.

Director: _____

Finance Director: _____

EXHIBITS: Memorandum, proposed ordinance for adoption.

~~area. Monument signs shall only display the name of the shopping center. Monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.~~

3. Freestanding shopping center identification signs shall be set back at least five feet from street property lines, 20 feet from adjacent property lines and 100 feet from adjacent residential districts.

2) Eliminate prohibition of business phone numbers on signs.

R. Prohibited signs and sign features or components. The following signs are prohibited, notwithstanding anything to the contrary in this ordinance:

~~17. Phone numbers on signs.~~

If the proposed Zoning Ordinance text amendments are acceptable to the Planning Commission the Department of Community & Economic Development recommends approving the proposed texts amendments to the sign regulations.

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

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

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article XVIII, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete Section 1802, R, 17, and re-number the remaining listed items:

Section 1802. Basic requirements – All districts.

R. Prohibited signs and sign features or components. The following signs are prohibited, notwithstanding anything to the contrary in this ordinance:

17. Phone numbers on signs.

SECTION 2. Article XVIII, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, Section 1805, C, 1, 2, and 3, is hereby amended to the following:

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

C. For planned shopping centers under single ownership and management, one free-standing (pole or monument style) shopping center identification sign per business street providing access to the site and one wall sign per tenant, subject to the following:

1. Free-standing shopping center identification signs shall be permitted in accordance with the following table:

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

Freestanding Shopping Center Identification Signs	Less than 10,000 square feet in size	Between 10,001 and 99,999 square feet in size	Greater than 100,000 square feet in size
Maximum Height	15 Feet	22 Feet	24 Feet
Maximum Size	40 Square Feet	150 Square Feet	200 Square Feet
Shopping Center Name Minimum % of Display Area	30%	20%	20%
Individual Tenant Maximum % of Display Area	70%	40%	40%

Maximum Number of Tenants on Identification Sign	1	4	5
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2. Free-standing monument style shopping center identification signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
3. Free-standing shopping center identification signs shall be set back at least five feet from street property lines, 20 feet from adjacent property lines and 100 feet from adjacent residential districts.

SECTION 3. Conflicting Provisions Repealed

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

SECTION 4. Severability

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

SECTION 5. Effective Date

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

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this day of _____, 2015.

T. Edwin Norris, City Clerk

I, T. Edwin Norris, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on _____, 2015.

T. Edwin Norris
City Clerk

CITY ATTORNEY AGENDA ITEMS
November 2, 2015 – City Council Regular Meeting

1. **REQUEST FOR APPROVAL OF CONSENT JUDGMENT IN THE TAX TRIBUNAL MATTER OF *RITE AID OF MICHIGAN, INC. v. CITY OF OAK PARK, MTT DOCKET NO. 14-003552.***

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.

Rite Aid of Michigan is a 14,563 square foot drugstore, located at 24850 Greenfield, identified as parcel 52-25-30-101-040.

The petitioner had requested a reduction in the taxable value from \$882,800 to \$391,500 for the 2014 tax year and from \$894,500 to \$395,500 for the 2015 tax year. This request would have resulted in taxable value reductions of \$491,300 and \$499,000 respectively, which would amount to a reduction in City taxes of approximately \$18,240 for 2014 and \$18,765 for 2015. The proposed stipulation calls for a reduction in the taxable value from \$882,800 to \$725,000 for 2014 and from \$894,500 to \$725,000 for 2015. This will reduce the 2014 City taxes approximately \$5,855 and the 2015 City taxes approximately \$6,375. The petitioner has agreed to waive any applicable interest.

1168641

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

RITE AID OF MICHIGAN, INC.

Petitioner,

v

MTT Docket No. 14-003552

CITY OF OAK PARK

Respondent.

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

1. The case is pending in the X Entire Tribunal OR ___ Small Claims Division.
2. Property Parcel No: 52-25-30-101-040; 24850 GREENFIELD
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	True Cash Value	State Equalized Value	Taxable Value
2014	\$ 1,781,000	\$ 890,500	\$ 882,800
2015	\$ 1,789,000	\$ 894,500	\$ 894,500

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
2014	\$ 1,450,000	\$ 725,000	\$ 725,000
2015	\$ 1,450,000	\$ 725,000	\$ 725,000

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): _____ None

MTT Docket No. 14-003552

Entire Tribunal Consent Judgment, Page 2 of 2

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):

Please make check payable to Janata, Lacap & Hazen, LLP as Authorized Representative for the Petitioner, and mail check to 110 Pleasant Ave., Upper Saddle River, NJ 07458

Statutory interest, having been waived by the taxpayer, shall not be paid provided the tax refund is paid within 28 days of the date of entry of the consent judgment.

Signature of Petitioner's Authorized Representative

Janata, Lacap & Hazen, LLP
By: Henry LaCap
110 Pleasant Avenue
Upper Saddle River, New Jersey 07458

Date: _____

Signature of Respondent's authorized representatives:

Ebony L. Duff
GARAN LUCOW MILLER, P.C.
1155 Brewery Park Blvd., Suite 200
Detroit, MI 48207

Date: _____

[Consent Judgment will be prepared by the Tribunal.]

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN VETERANS TREATMENT COURT
GRANT PROGRAM
FY 2016 CONTRACT**

Grantee Name: 45th District Court - Veterans Treatment Court
Federal ID Number: 38-6004641
Contract Number: 4967
Grant Amount: \$30,000

1. GENERAL PROVISIONS

1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and the 45th District Court - Veterans Treatment Court.

1.02 This contract incorporates the Grantee's approved grant application request and most recently approved budget.

1.03 This contract is for the Michigan Veterans Treatment Court grant program.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on 10/1/2015 and terminates on 9/30/2016 at 11:59 p.m.

3. RELATIONSHIP

3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits.

3.03 The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Grantee understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.

3.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the SCAO or the Michigan Supreme Court.

4.02 The Grantee, and the Grantee's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed **\$30,000** for the court program operated pursuant to this contract.

5.02 Grantee equipment purchases are prohibited.

5.03 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.04 The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

5.05 All reimbursements for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of claims for approval by the SCAO. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.06 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Amendment, within WebGrants, and approved by the SCAO.

5.07 The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and most recently approved budget.

6.02 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If

participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this grant to the SCAO.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services' (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Grantee assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA,

- 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Grantee must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
 - C. The Grantee must use protected data and information only for the purposes of this contract.
 - D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Grantee's employees.
 - E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
 - F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 18.
 - G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 The SCAO grants the Grantee a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Grantee shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Grantee and the Grantee's employees or subrecipient subcontractors shall promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Grantee or the Grantee's employees or subrecipient subcontractors jointly with the SCAO or singly by Grantee or Grantee's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Grantee shall specifically point out the features or concepts that are new or different.

12.02 The SCAO shall have the right to request the assistance of the Grantee and Grantee's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Grantee represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Grantee or the Grantee's employees before entering into this contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Grantee should carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this contract.

14. INDEMNITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Grantee in the performance of this contract, shall be the responsibility of the Grantee, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the SCAO in the performance of this contract, shall be the responsibility of the SCAO, and not the responsibility of the Grantee. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.03 In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Grantee and SCAO in fulfillment of their responsibilities under this contract, such liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Grantee and the SCAO in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.04 The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Grantee's property and materials or the property and materials of the Grantee's employees or subrecipient subcontractors, used by the Grantee pursuant to the Grantee's performance under this contract.

14.05 The Grantee warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

14.06 In the event any action or proceeding is brought against the Grantee by reason of any claim due or claimed to be due to Grantee's performance covered under this contract, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding as the Grantee deems appropriate. The Grantee retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, most recently approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The Grantee agrees to submit timely, complete, and accurate reports as identified in Attachment A.

17.02 The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS).

17.03 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.04 If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five

days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

18. TERMINATION OR FUNDING HOLD

18.01 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Reasons for termination may include, but are not limited to, failure to make ongoing progress toward the program's goals, or failure to submit reports in a timely fashion.

18.02 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contract becomes unavailable to the SCAO.

19. COMPLIANCE WITH LAWS

19.01 The Grantee shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

20. MICHIGAN LAW

20.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

21. CONFLICT OF INTEREST

21.01 The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

21.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. DISPUTES

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this contract within seven days of discovery of the alleged breach.

23.02 The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

23.03 The Grantee and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion

of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

24. ENTIRE AGREEMENT

24.01 Except for Grantee's approved grant application, application assurances, and most recently approved budget, this contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

25. AMENDMENT

25.01 This contract may be amended only upon written agreement of the parties.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Heather Ruffles, 13600 Oak Park Blvd., Oak Park, MI 48237.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

27. SIGNATURE OF PARTIES

27.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

45th District Court - Veterans Treatment Court

By: _____
Authorizing Official (Signature and Title)

Authorizing Official (Please Print Name and Title)

Date: _____

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

STATE COURT ADMINISTRATIVE OFFICE

By: _____
Chief Operating Officer

Date: _____

ATTACHMENT A
MICHIGAN VETERANS TREATMENT COURT GRANT PROGRAM
FY 2016 REPORTING REQUIREMENTS
October 1, 2015 through September 30, 2016

DCCMIS DATA EXCEPTION REPORTS	
DUE DATE	NOTE
February 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2015, through December 31, 2015.
May 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2016, through March 31, 2016.
August 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2016, through June 30, 2016.
November 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2016, through September 30, 2016.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2016	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2016	Courts will be reporting on expenditures from October 1, 2015, through December 31, 2015.
April 10, 2016	Courts will be reporting on expenditures from January 1, 2016, through March 31, 2016.
July 10, 2016	Courts will be reporting expenditures from April 1, 2016, through June 30, 2016.
October 10, 2016	Courts will be reporting expenditures from July 1, 2016, through September 30, 2016.

PROGRESS REPORTS	
DUE DATE	NOTE
April 30, 2016 Interim Report	Courts will be reporting on progress made during the first half of the grant period – October 1, 2015, through March 31, 2016.
October 30, 2016 Final Report	Courts will be reporting on progress made during the second half of the grant period – April 1, 2016, through September 30, 2016.



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Agenda Item Request

BUSINESS OF THE CITY COUNCIL CITY OF OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015

SUBJECT: Council Appointment of Elizabeth Fritz-Cottle to the Arts and Cultural Commission

DEPARTMENT: City Clerk

SUMMARY: Elizabeth Fritz-Cottle interviewed with City Council on September 8, 2015 as an applicant to serve on a City Board or Commission. Her first choice is the Arts and Cultural Commission. Ms. Fritz-Cottle is now able to serve as she meets the 2 year residency requirement.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Appoint Elizabeth Fritz-Cottle to the Arts and Cultural Commission for a term ending February 2017.

APPROVALS:

CITY MANAGER:

FINANCE DIRECTOR:

DIRECTOR:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015 **AGENDA #**

SUBJECT: Proposal for professional services for a Water System Reliability Study and General Plan.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: Attached is a proposal from OHM to perform a Water System Reliability Study and General Plan. These are required by the Michigan Department of Environmental Quality and are part of the Michigan Safe Drinking Water Act.

FINANCIAL STATEMENT: Funding for this project is available in the Water & Sewer Fund.

RECOMMENDED ACTION: It is recommended that the proposal from Orchard, Hiltz & McCliment, Inc. to perform a Water System Reliability Study and General Plan for an hourly, not to exceed amount of \$22,000 be approved upon final review by the City Attorney's office. Funding in the Water & Sewer fund for this expenditure.

APPROVALS:

City Manager: *Richard T...*

Department Director: *KJY*

Finance Director: _____

EXHIBITS: Proposal



ARCHITECTS. ENGINEERS. PLANNERS.

October 27, 2015

City of Oak Park

Department of Public Works
10600 Capital Street
Oak Park, MI 48237

Attention: **Mr. Kevin Yee**
Director of Public Works

Regarding: **Water Reliability Study and General Plan**
Scope of Engineering Services

Dear Mr. Yee:

Thank you for the opportunity to submit this proposal for your review and consideration. OHM Advisors is pleased to submit this proposal for engineering services to perform a Water Reliability Study and General Plan for the City of Oak Park. We have prepared the following project understanding and scope of services based on our previous discussions.

PROJECT UNDERSTANDING

The MDEQ has requested that a Water Reliability Study and General Plan be performed for the City. The Water Reliability Study must include the items listed under Part 12, Reliability, R 325.11203 and R 325.11204 of the Michigan Safe Drinking Water Act (Act 399) and also include Part 16, General Plans R 325.11604 through R 325.11606.

The Reliability Study portion focuses on planning items including population and water demands for three separate planning periods (existing, 5-year, and 20-year). Average day, maximum day and peak hour water demand must be calculated for the three planning periods. In addition, fire protection needs (typically based on zoning) must be identified. The Reliability Study also documents the capacity of the existing water source (DWSD metered connection), pumping, and storage and compares that capacity to the existing and future needs of the system.

The General Plan includes the hydraulic analysis of the system as well as the Capital Improvement Plan. The hydraulic analysis must include creation of pressure contour maps for the various water demand conditions for the three planning periods. Available fire protection must also be provided. In addition, a comprehensive map of the system showing service boundaries, location of water system components, water main size, material, age and the location of hydrants and valves must be shown. The final component of the General Plan is the Capital Improvement Plan. The Capital Improvement Plan must identify necessary system improvements for the 5-year and 20-year planning periods.

The City of Oak Park's water supply consists of one meter pit receiving water from DWSD near the intersection of 8 Mile Road and Coolidge Highway. The system contains approximately 100 miles of water main ranging from 6 inches to 24 inches in diameter, though smaller diameter mains are present. The system is divided into two pressure districts. The pressure districts are separated by a booster station which serves most of the portion of the City north of I-696. This area north of I-696 is also where an elevated storage tank is located. The larger southern

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pressure district is served through the DWSD metered connection and from a below ground reservoir with a booster station near David H Shepherd Park.

SCOPE OF SERVICE

Task 1 – Project Kick-Off Meeting and Obtain Background Information

Under this task, OHM will initiate the project and obtain necessary information to proceed with the analysis. Specific work efforts include:

- 4 Organize and attend a kick-off meeting with City staff to review project goals, objectives and project schedule
- 4 Obtain necessary planning information to perform population projections and water demand calculations
- 1 Obtain desired fire protection rates and zoning information
- 4 Review current status of the water system data and identify required information
- 4 Review and obtain up-to-date operating criteria (pumps, storage elevations, etc) to establish model hydraulic grade line settings

Deliverables:

- Meeting Summary

Task 2 - Planning Data Assessment, Water Production and Consumption Analysis

Under this task, OHM will assemble, evaluate and analyze population, water demand, and water system capacities to determine the sufficiency of the water system to meet existing and future needs. OHM, with the assistance of the City, will compile planning data that will be used in creation of water system demand projections. Existing, 5-year, and 20-year demand projections will be made based on the anticipated water service area population. Average day water demands will be calculated based on actual water consumption records back to and including the year 2012. The maximum day demand will be based on the highest peak day demand back to and including the year 2012. Peak hour will be the highest use hour typically seen on the maximum day. We assume sufficient information (including SCADA data for the storage and booster stations) exists that can be used in the demand calculations. Based on the existing average day, maximum day, and peak hour rates, maximum day and peak hour peaking factors will be determined. These same peaking factors will be applied for the future demand conditions (5-year and 20-year). It will also be necessary to analyze water billing records. This is needed in order to determine water loss within the system, to provide a breakdown of water use by different customer classes, and to identify the top water users in the system. We assume that billing record data will be available for these calculations.

Specific work efforts include:

- 4 Compile and report all planning data as required by the provisions in Act 399. These items include the following:
 - a. Current, 5-year, and 20-year population projections
 - b. Number of service connections
 - c. Number of Equivalent Residential Units (ERUs)
- 4 Compile and report all water production and consumption data (present, 5-year, and 20-year planning periods) as required by the provisions in Act 399. These items include the following:
 - a. Present and projected average daily demands
 - b. Present and projected maximum daily demands
 - c. Present and projected peak hourly demands
 - d. Present and projected fire flow demands
 - e. Basis for demand projections
 - f. Monthly and annual water production
 - g. Annual usage totals for each customer class as determined by the public water supply



- ☒ Determine if the system has adequate supply, transmission, and storage capacity. Additional capacity to meet present or future system demand will be identified and recommended improvements will be included in the Capital Improvement Plan.
- ☒ Analyze facility conditions (equipment, water mains, water quality issues), including backup power service
- ☒ Analyze unaccounted for water
- ☒ Obtain and review storage tank elevations
- ☒ Obtain and review pump curves and discharge pressure

Deliverables:

- Population projections for the three planning periods
- Water demand (average day, maximum day and peak hour) for the three planning periods
- Documentation of existing water system capacities
- Documentation of findings from unaccounted for water analysis
- Summary tables displaying operating set points

Task 3 – Hydraulic Modeling

The hydraulic modeling task will consist of two sub-tasks: Water Model Development & Calibration and Hydraulic Analysis.

Task 3a: Water Model Development & Calibration

OHM is in possession of a hydraulic model of the City's water system. It is OHM's understanding this model was constructed in 2004. OHM proposes to update this model based on input from the City on changes that have been made to the system. Knowledge about pipe material and age (which is not included in the existing model that OHM possesses) will also be needed to ensure that pipe roughness values are correctly entered. We assume that this information is available from the City either through discussions with City staff and/or from mapping data.

The existing average day water demand, operating criteria, and elevation data will be input into the water model to simulate pressures and available fire protection under current conditions. The model will then be calibrated based on hydrant flow test data. OHM will provide suggested hydrants to be tested and assistance during the testing. It is expected approximately 12 hydrants will be flow tested as part of the calibration process.

Water demand scenarios for the 5-year and 20-year planning periods will also be created under this task.

As part of the General Plan requirements, maps displaying the water service district boundaries will be provided along with a map displaying water main size, material, and age. Hydrants and valves and other water system components are also required to be mapped. We assume that all of this information is readily available from the City.

Specific work efforts include the following:

- ☒ Creation or updating of a hydraulic water model
- ☒ Development of water demand scenarios for average day, maximum day, and peak hour for existing, 5-year, and 20-year planning periods
- ☒ Identification of hydrants to be flow tested and testing assistance for model calibration
- ☒ Model calibration

Deliverables:

- Hydrant flow testing location map and data sheets
- Calibrated water model



- Calibration documentation
- Water service district boundaries
- General Plan map showing water main, age, material, hydrants, valves, storage, booster stations, and DWSD connection

Task 3b – Hydraulic Analysis

Once the water model has been calibrated, it will be used to determine anticipated system pressures during average day, maximum day, and peak hour for existing conditions. Available fire protection during a maximum day demand period will also be shown.

Deficiencies in pressure or areas of fire protection concern will be identified for existing conditions. The model will also be run to assess system pressure and available fire protection for the 5-year and 20-year planning periods. Proposed water system improvements to fix existing pressure concerns (either too low or too high) and to improve desired fire protection will be initially based on existing conditions. Once the improvements are identified and agreed to with the City, the model will be updated to include those improvements and the 5-year and 20-year future water demand scenarios will be modeled. If other improvements are needed based on these future scenarios, they will be noted and presented to the City. Once all the needed system improvements have been identified and incorporated in the water model, the pressure maps and fire protection maps will be updated for the existing, 5-year, and 20-year future projections, as required.

Specific work efforts include the following:

- ☒ Perform model analyses for average day, maximum day, and peak hour demand scenarios for existing, 5-year, and 20-year planning periods
- ☒ Perform fire protection model analyses for existing, 5-year, and 20-year planning periods
- ☒ Identification of capital improvements needed to address pressure or fire protection concerns for the three planning periods
- ☒ Creation of pressure and fire protection maps summarizing the model results

Deliverables:

- Pressure contour maps for average day, maximum day, and peak hour for existing, 5-year, and 20-year planning periods
- Fire protection maps for existing, 5-year, and 20-year planning periods (run on maximum day)
- List of recommended hydraulic capital improvements needed to address pressure or fire protection concerns
- Map showing proposed Capital Improvements
- Pressure contour and fire protection maps based on incorporating capital improvements (existing, 5-year, and 20-year planning periods)

Task 4 - Water Shortage Response Plan for Emergencies

OHM will provide planning level analyses for alternatives in the event the supply connection from DWSD is not available.

Specific work efforts include the following:

- ☒ Identify contingency for water supply in the event of supply loss from DWSD

Deliverables:

- Section in the Water Reliability Study Report



Task 5 – Capital Improvement Plan Development

The Capital Improvement Plan is expected to include a variety of recommended improvements such as upgrade of undersized water mains for desired fire protection, new water main to loop dead-ends and potentially upgrades of the pumping or storage components. We intend to meet with the City to review the recommended improvements. Once the improvements have been selected, OHM will provide an opinion of probable cost for those selected improvements and a suggested timeline for its construction. The improvements and timeline will be shown on a water system map for easy reference.

Specific work efforts include the following:

- Meet with the City to review recommended system improvements
- Prepare opinion of probable cost for recommended system improvements
- Prepare timeframe for implementation of improvements

Deliverables:

- Description of recommended improvement
- Cost opinion of recommended improvement
- Map showing location of recommended improvement and suggested timeline

Task 6 – Water Reliability Study Report

OHM will create a Water Reliability Study Report summarizing the findings of the analysis. The Capital Improvement Plan will be an appendix to the Water Reliability Study Report.

Specific work efforts include the following:

- Creation of Water Reliability Study Report incorporating sections, figures and data from previous tasks

Deliverables:

- 4 hard copies of the final report and a PDF

COMPENSATION

The services outlined above will be performed on an hourly basis in accordance with the enclosed for the not-to-exceed amount of twenty-two thousand dollars (\$22,000). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

Task 1 – Project Kick-Off Meeting and Obtain Background Information	\$ 1,700
Task 2 - Planning Data Assessment, Water Production and Consumption Analysis	\$ 2,700
Task 3 – Hydraulic Modeling	\$ 8,100
Task 4 - Water Shortage Response Plan for Emergencies	\$ 700
Task 5 – Capital Improvement Plan Development	\$ 5,300
Task 6 – Water Reliability Study Report	<u>\$ 3,500</u>
Total	\$22,000

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

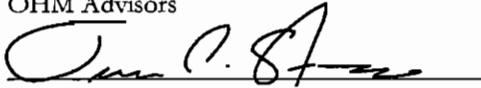
- The City will provide up-to-date water system data for use in creating the General Plan. The data will include water main location, size, material, and age. The data will also include hydrants and valves.
- The City will provide all necessary water system demand data and operating criteria necessary for model analysis.



- The City will perform hydrant flow testing with assistance from OHM that will be used for model calibration.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
OHM Advisors



James Stevens, P.E.

cc: Vicki Putala, OHM
File

**City of Oak Park
Water Reliability Study and General Plan
Engineering Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF OAK PARK

Carl Johnson, Director
Department of Finance

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

MEMORANDUM

Date: October 28, 2015

To: Erik Tungate, City Manager

From: Carl Johnson

Re: 1st Quarter Budget to Actual Report, General Fund

The purpose of this memorandum is to highlight fiscal year-to-date revenue and expenditure activity through the first quarter ending September 30, 2015 (see attached report for budget-to-actual by department activity for the General Fund only). The proposed first quarter budget amendment on the November 2, 2015 council meeting is not included in the attached report. Through the first quarter, generally, revenues and expenditures should represent 25% of the annual budget. Please note that all future reports will include all funds of the City but due to the timing of the audit, year-end close, and the recent hiring of the new finance director only the General Fund is included in this report.

GENERAL FUND

REVENUES

Total revenues for the first quarter total approximately \$12.2 million, representing approximately 60% of the annual budget. Overall revenues are on track with budget (including the minor adjustments included in the proposed amendment) with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2015. As of the end of the first quarter approximately 87% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2016. Property tax revenue is the primary reason the overall revenues are at 59% to date.
- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The first quarter report reflects no fiscal 2016 payments as the August 31, 2015 payment by statute is included as part of the

June 30, 2015 revenues. The City will receive payments on October 31, December 31, February 28, April 30, June 30 and August 31 (2016) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,309,894.

- The City receives cable franchise fees on a quarterly basis estimated at \$605,876 for the current fiscal year. The first quarter remittances will be received during October 2015 and no amounts are included in the first quarter report.
- Fines and forfeiture revenue received from the district court is budgeted for a total of \$1,788,404 of which \$462,794 or 25.9% was received during the first quarter. The revenue received is used to offset a portion of the court's operating costs.

EXENDITURES

Total expenditures for the first quarter total approximately \$4.4 million, representing approximately 21% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 25%):

- City Managers Department has requested a budget amendment to address the human resources consulting project from fiscal 2015 that didn't complete until early fiscal 2016.
- City Attorney Department is incurring costs over and above their annual retainer and has requested a budget amendment to address the additional costs.
- Other Parks Forestry Department is running over budget due to their costs being seasonal in nature as a significant part of their budget includes mowing and park maintenance. The overall budget is in line current annual projections.
- Swimming Pool Facility Department is running over budget due to their costs being seasonal in nature as a significant part of their budget includes summer programming. The overall budget is in line current annual projections.
- Senior Services Department is slightly over budget due to the annual budget for operating supplies was inadvertently reduced in the annual budget. A budget amendment has been requested to restore the budget to previous year's levels which are required to run the scheduled programs.

Overall the General Fund operations are in line with the annual budget (incorporating the first quarter requested amendment). The projected fund balance remains at the targeted level of 15% of annual expenditures and the annual operating budget is balanced which continuing to address the long-term legacy costs of OPEB and pensions.

REVENUE AND EXPENDITURE REPORT FOR CITY OF OAK PARK
PERIOD ENDING 09/30/2015
 % Fiscal Year Completed: 25.14

GL NUMBER	END BALANCE 06/30/2015 NORM (ABNORM)	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2015 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenue						
00.000-NONE	17,494,172.08	17,371,729.00	17,371,729.00	9,533,198.82	7,838,530.18	54.88
17.345-PUBLIC SAFETY	2,722,403.49	3,081,831.00	3,081,831.00	2,675,809.11	406,021.89	86.83
TOTAL Revenues	20,216,575.57	20,453,560.00	20,453,560.00	12,209,007.93	8,244,552.07	59.69
Expenditures						
10.101-COUNCIL AND MAYOR	53,060.76	91,519.00	91,519.00	15,999.10	75,519.90	17.48
11.172-CITY MANAGER	505,486.30	421,273.00	421,273.00	107,180.66	314,092.34	25.44
11.611-COMMUNITY DEVELOPMENT	163,770.26	190,803.00	190,803.00	31,487.43	159,315.57	16.50
12.258-MAGEMENT INFORMTN SERVICE	286,883.93	346,509.00	346,509.00	80,014.97	266,494.03	23.09
13.210-CITY ATTORNEY	243,818.75	233,000.00	233,000.00	65,523.65	167,476.35	28.12
13.229-PROSECUTING ATTORNEY	59,400.00	62,400.00	62,400.00	15,600.00	46,800.00	25.00
14.191-ELECTIONS	363,982.26	225,369.00	225,369.00	28,600.39	196,768.61	12.69
14.215-CITY CLERK	151,493.36	166,071.00	166,071.00	20,282.44	145,788.56	12.21
15.201-FINANCE & ADMIN SERVICES	945,755.04	948,910.00	948,910.00	173,610.16	775,299.84	18.30
16.371-INSPECTIONS	522,732.28	711,129.00	711,129.00	108,812.14	602,316.86	15.30
16.401-TECH & PLANNING ADMIN.	115,959.87	118,650.00	118,650.00	25,881.55	92,768.45	21.81
16.447-ENGINEERING	35,358.69	47,154.00	47,154.00	6,925.23	40,228.77	14.69
16.448-STREET LIGHTING	449,361.64	475,000.00	475,000.00	73,459.56	401,540.44	15.47
17.345-PUBLIC SAFETY	8,431,385.30	8,313,052.00	8,313,052.00	1,882,305.13	6,430,746.87	22.64
18.265-BUILDING MAINTENANCE	500,803.99	618,219.00	618,219.00	51,884.34	566,334.66	8.39
18.441-DPW ADMINISTRATION	9,313.52	12,941.00	12,941.00	2,807.37	10,133.63	21.69
18.443-SHEPHERD PARK	22,582.11	51,651.00	51,651.00	5,747.39	45,903.61	11.13
18.444-OTHER PARKS FORESTRY	42,155.10	61,734.00	61,734.00	18,756.46	42,977.54	30.38
19.752-RECREATION ADMINISTRATION	268,980.76	255,499.00	276,667.00	70,158.69	206,508.31	25.36
19.753-ATHLETICS	61,892.03	57,242.00	49,763.00	6,115.42	43,647.58	12.29
19.754-OUTDOOR ACTIVITIES	34,159.44	97,310.00	83,621.00	21,776.58	61,844.42	26.04
19.755-INSTRUCTIONAL ACTIVITIES	24,240.06	25,000.00	25,000.00	540.96	24,459.04	2.16
19.756-SPECIAL RECREATION EVENTS	15,843.90	25,275.00	25,275.00	3,551.63	21,723.37	14.05
19.757-SWIMMING POOL FACILITY	76,699.02	89,716.00	89,716.00	40,237.95	49,478.05	44.85
19.776-SENIOR SERVICES	88,586.85	95,646.00	95,646.00	25,992.50	69,653.50	27.18
21.890-NON DEPARTMENTAL	6,058,571.31	7,364,243.00	7,364,243.00	1,513,765.23	5,850,477.77	20.56
22.806-PUBLIC INFORMATION CABLE	160,260.79	151,041.00	151,041.00	21,355.89	129,685.11	14.14
TOTAL Expenditures	19,692,537.32	21,256,356.00	21,256,356.00	4,418,372.82	16,837,983.18	20.79
Fund 101 - GENERAL FUND:						
TOTAL REVENUES	20,216,575.57	20,453,560.00	20,453,560.00	12,209,007.93	8,244,552.07	59.69
TOTAL EXPENDITURES	19,692,537.32	21,256,356.00	21,256,356.00	4,418,372.82	16,837,983.18	20.79
NET OF REVENUES & EXPENDITURES	524,038.25	(802,796.00)	(802,796.00)	7,790,635.11	(8,593,431.11)	970.44



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015

AGENDA #

SUBJECT: Approval of resolution to authorize Budget Amendment #2016-1

DEPARTMENT: Finance

SUMMARY: The City's annual budget was adopted on May 18, 2015 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year in order to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The proposed amendments are based on actual and projected activity-to-date.

The first quarter budget amendment is attached for the General Fund and is also summarized below. Future amendments will include all funds of the City but the first amendment will only address the General Fund due to timing of year-end close, the annual audit, and the new finance director has only been on board for approximately two months.

GENERAL FUND	
Estimated Beginning Fund Balance July 1, 2015	\$ 3,430,751
Original Budget adopted May 18, 2015	(802,796)
Net Change in Fund Balance (Amendment #2016-1)	<u>802,796</u>
Estimated Ending Fund Balance June 30, 2015	<u><u>\$ 3,430,751</u></u>

The following are some additional detail related to the significant items included in the recommended amendment:

- Increase both revenue and expenditures for the delinquent property purchased from Oakland County and subsequently sold to a third party totaling \$375,719
- Reduction of the transfer out to the Public Safety Pension Fund for the City's annual contribution which was recorded on the public safety as well as the non-departmental departments totaling \$2,100,000

- Increase the annual City's annual required pension contributions based on the new actuary reports received October 2015 totaling \$219,679 for public safety and \$57,671 spread to the respective departments
- Increase in legal fees budget to incorporate fees paid outside of the annual retainer agreement totaling \$60,000
- Increase consulting fee expenditures related to human resources audit project started in fiscal year 2015 and completed during the first quarter of fiscal 2016 totaling \$15,447
- Increase recreation operating expenditures for recurring program expenditures totaling \$20,912
- Increasing the actuarially determined contribution to the OPEB Fund to fund retiree healthcare for general and public safety retirees totaling \$900,000

FINANCIAL STATEMENT: Net result of the proposed budget amendment is an increase in the fund balance of General Fund by \$802,796 bringing the net results to break even and keeping the estimated fund balance at approximately 15% of annual revenues.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2016-1

APPROVALS:

City Manager:



Finance Director:

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2016-1 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
Charges of Services	\$ 4,000
Other Revenue	381,541
TOTAL REVENUES	385,541
EXPENDITURES	
LEGISLATIVE	1,482
ADMINISTRATIVE	25,291
COMMUNITY & ECONOMIC DEVELOPMENT	
CITY CLERK - ADMINISTRATIVE AND RECORDS	
CITY CLERK - ELECTIONS	200
FINANCE	10,374
CITY ATTORNEYS - CIVIL AND LABOR	60,000
PROSECUTING ATTORNEY	
PUBLIC SAFETY	248,834
TECHNICAL AND PLANNING	31,416
RECREATION	24,711
PUBLIC WORKS	586
INFORMATION TECHNOLOGY	9,924
PUBLIC INFORMATION	
NON-DEPARTMENTAL	369,927
TRANSFERS OUT	(1,200,000)
TOTAL EXPENDITURES	(417,255)
Net Increase to fund Balance	<u>\$ 802,796</u>

City of Oak Park
Proposed Budget Amendments - General Fund
September 30 ,2015

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Description</u>
101-00.000-644.128	Swim Learn to Swim Fees	\$ 3,000	Increase to actual revenue to date
101-00.000-644.143	Pool - Rentals	1,000	Increase to actual revenue to date
101-00.000-675.000	Donations	5,000	Donation Revenue for Public Safety
101-00.000-676.001	Reimbursements - Misc.	822	SOCMA reimbursement from other city's
101-00.000-673.000	Sale of City Assets	<u>375,719</u>	Tax Reverted Property Purchase from County
Total Revenue Increase (Decrease)		385,541	
101-10.101-714.000	Retirement - Defined Benefit	387	Gen Emp DB RS Contribution Increase
101-10.101-864.000	Conferences & Workshops	1,095	SOCMA gross cost
101-11.172-714.000	Retirement - Defined Benefit	7,846	Gen Emp DB RS Contribution Increase
101-11.172-801.001	Professional Services - HR Consulting	11,962	Increase in Yoursource HR assistance
101-11.172-801.002	Professional Services - EE Assistance	3,485	Increase in Helpsource EE assistance
101-11.172-970.000	Capital Outlay	1,998	ID badge/card printer purchase
101-12.258-702.000	Salaries & Wages	6,300	Move budgeted OT from cable to MIS
101-12.258-714.000	Retirement - Defined Benefit	3,624	Gen Emp DB RS Contribution Increase
101-13.210-802.000	Legal Services - Other	60,000	Legal fees not covered by monthly retainer
101-14.191-714.000	Retirement - Defined Benefit	200	Gen Emp DB RS Contribution Increase
101-15.201-714.000	Retirement - Defined Benefit	10,374	Gen Emp DB RS Contribution Increase
101-16.371-714.000	Retirement - Defined Benefit	5,144	Gen Emp DB RS Contribution Increase
101-16.447-714.000	Retirement - Defined Benefit	1,048	Gen Emp DB RS Contribution Increase
101-16.371-702.000	Salaries & Wages	6,834	Correct allocation from other funds
101-16.371-712.000	Employee Fringe Benefits	19,798	Correct allocation from other funds
101-16.447-702.000	Salaries & Wages	(1,829)	Correct allocation from other funds
101-16.447-712.000	Employee Fringe Benefits	421	Correct allocation from other funds
101-17.345-714.000	Retirement - Defined Benefit	24,155	Gen Emp DB RS Contribution Increase
101-17.345-714.001	Retirement - Defined Benefit PS	219,679	Pub Safety DB RS Contribution Increase
101-17.345-956.000	Miscellaneous Expenditures	5,000	Public Safety expenditure of donation
101-18.265-714.000	Retirement - Defined Benefit	159	Gen Emp DB RS Contribution Increase
101-18.275-714.000	Retirement - Defined Benefit	16	Gen Emp DB RS Contribution Increase
101-18.441-714.000	Retirement - Defined Benefit	319	Gen Emp DB RS Contribution Increase
101-18.443-714.000	Retirement - Defined Benefit	78	Gen Emp DB RS Contribution Increase
101-18.444-714.000	Retirement - Defined Benefit	14	Gen Emp DB RS Contribution Increase
101-19.752-714.000	Retirement - Defined Benefit	3,799	Gen Emp DB RS Contribution Increase
101-19.776-818.000	Contractual Services	20,912	Increase to prior years expenditure average
101-21.890-999.680	Contributions to Other Funds	900,000	Contribution to OPEB Liability Fund
101-21.890-999.733	Retirement - Defined Benefit PS	(2,100,000)	Pub Safety DB RS Contribution Double Counted
101-22.806-702.000	Salaries & Wages	(6,300)	Move budgeted OT from cable to MIS
101-22.806-714.000	Retirement - Defined Benefit	508	Gen Emp DB RS Contribution Increase
101-22.890-970.000	Capital Outlay	<u>375,719</u>	Tax Reverted Property Purchase from County
Total Expenditure Increase (Decrease)		<u>(417,255)</u>	
Net Increase (Decrease) to Fund Balance		\$ <u>802,796</u>	



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 2, 2015

AGENDA #

SUBJECT: Interlocal Cost-sharing agreement for Woodward Neighborhood Bicycle Route Transportation Alternatives Program (TAP) 2015 Project

DEPARTMENT: Community & Economic Development

SUMMARY: Ferndale on behalf of several local communities, applied and received grant funding for a TAP Grant. The goal is to create a highly visible, connected neighborhood bicycle route that enhances linkages and builds relationships with communities surrounding Woodward Corridor. The 17.1 mile bike route connects communities, business centers, schools, parks and more.

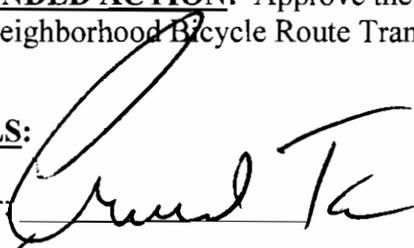
The communities participating are: Ferndale, Hazel Park, Huntington Woods, Oak Park, Pleasant Ridge, and Royal Oak.

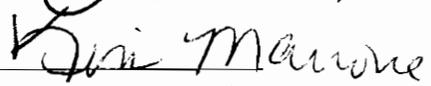
The estimated cost to the city of Oak Park is \$5,000 and includes \$2,000 in engineering costs and \$3,000 grant match. Our portion will be a 5.3 mile signed bike route with 34 signs installed.

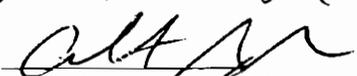
FINANCIAL STATEMENT: This project will be funded from Major Street Fund account

RECOMMENDED ACTION: Approve the Interlocal Cost-sharing agreement for Woodward Neighborhood Bicycle Route Transportation Alternatives Program (TAP) 2015 Project

APPROVALS:

City Manager: 

Director: 

Finance Director: 

EXHIBITS: Interlocal agreement, bike route map, sample sign

**COST-SHARING AGREEMENT
FOR
WOODWARD NEIGHBORHOOD BICYCLE ROUTE
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
2015 PROJECT**

This Cost-Sharing Agreement (the "Agreement") is made and entered into on _____, 2015 between the City of Ferndale ("Ferndale"), City of Hazel Park ("Hazel Park"), City of Huntington Woods ("Huntington Woods"), City of Oak Park ("Oak Park"), City of Pleasant Ridge ("Pleasant Ridge"), and the City of Royal Oak ("Royal Oak"), collectively referred to as "Local Communities".

WHEREAS, through the 2012 federal transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), the Southeast Michigan Council of Governments ("SEMCOG") was apportioned Transportation Alternatives Program ("TAP") funding to be competitively awarded and SEMCOG is anticipating a reauthorization or extension of MAP-21 TAP funding for FY2016; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, being MCL 124.501 *et seq.* (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, Ferndale has proposed a highly visible connected neighborhood bicycle route ("Woodward Corridor Neighborhood Bicycle Network") that enhances linkages and will promote relationships in the Local Communities; and

WHEREAS, the Local Communities have determined this Woodward Corridor Neighborhood Bicycle Network further the public health, safety, and welfare, and promote efficiency and effectiveness transportation within the Local Communities.

THEREFORE, for the mutual consideration hereinafter stated, the Local Communities agree as follows:

**I.
AUTHORIZATION FOR IMPROVEMENTS**

The Local Communities authorize and agree to participate in the construction of the Woodward Corridor Neighborhood Bicycle Network as described in the attached Exhibit A. The project shall be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) and met other requirements in the TAP funding conditions for implementation. If awarded by SEMCOG and 2016 MAP-21 TAP funding is secured for the Woodward Corridor Neighborhood Bicycle Network the Local Communities authorize Ferndale to administer

the TAP funding grant for the Woodward Corridor Neighborhood Bicycle Network. Ferndale shall:

- a. Coordinate meetings between appropriate Local Communities personnel to review and evaluate the status and progress of work on the Woodward Corridor Neighborhood Bicycle Network program.
- b. Provide, information, as requested, regarding Woodward Corridor Neighborhood Bicycle Network program construction timeline.
- c. Administer the design and construction contracts.

II. REIMBURSEMENT/PAYMENT

Each member of the Local Communities shall reimburse and make payment to Ferndale for the actual construction costs after the application of TAP funding amount for the construction work along with payment to Ferndale for the actual design and engineering work costs undertaken in its jurisdiction. This is expected to be a 30% match for the work undertaken in each of the Local Communities. The anticipated construction costs and design and engineering work costs (along with the anticipated 30% match amount for each member of the Local Communities) are attached as Exhibit B. If Ferndale pays any Local Communities matching contribution amount that particular member of the Local Communities shall pay Ferndale that amount paid by Ferndale within thirty (30) days of being invoiced by Ferndale.

III. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY

No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. Ferndale shall have all necessary authority for the coordinating the construction improvements set forth in Exhibit A.

Liability and Insurance. The Local Communities shall each be solely responsible for the acts, and omission of their own employees, and agents. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

IV. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

No Implied Waiver. Absent a written waiver, no 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 rights to require strict performance of this Agreement.

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 to the parties.

Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

City of Ferndale

City of Hazel Park

By: _____

By: _____

Mayor

Mayor

By: _____

By: _____

Clerk

Clerk

Date: _____

Date: _____

City of Huntington Woods

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Oak Park

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Pleasant Ridge

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Royal Oak

By: _____

Mayor

By: _____

Clerk

Date: _____

Updated 7/13/15

Community Contribution Total	\$144,200
TAP Award Total	\$194,227
Project Grand Total	\$338,427

Construction Costs

Typically Covered in Transportation Alternative Project Funding

	Improvement	Mobilization	Temporary Traffic Control	Total Construction Cost
	Subtotal	10%	5%	
Ferndale	\$193,920	\$19,392	\$9,696	\$223,008
Pleasant Ridge	\$2,880	\$288	\$144	\$3,312
Hazel Park	\$1,200	\$120	\$60	\$1,380
Royal Oak	\$27,160	\$2,716	\$1,358	\$31,234
Huntington Woods	\$9,660	\$966	\$483	\$11,109
Oak Park	\$8,160	\$816	\$408	\$9,384
	\$242,980	\$24,298	\$12,149	\$279,427

Design and Engineering Costs

Not covered in Transportation Alternative Project Funding

	Engineering Design	Contract Administration	Construction Observation	Total Design and Engineering Costs	Total Design and Engineering Costs (Rounded)
	10%	4%	6%		
Ferndale	\$22,400	\$8,960	\$13,440	\$44,800	\$45,000
Pleasant Ridge	\$400	\$160	\$240	\$800	\$1,000
Hazel Park	\$200	\$80	\$120	\$400	\$1,000
Royal Oak	\$3,200	\$1,280	\$1,920	\$6,400	\$7,000
Huntington Woods	\$1,200	\$480	\$720	\$2,400	\$3,000
Oak Park	\$1,000	\$400	\$600	\$2,000	\$2,000
	\$28,400	\$11,360	\$17,040	\$56,800	\$59,000

Community Match

30% Match per Community

	Total Community Match
Ferndale	\$67,200
Pleasant Ridge	\$1,200
Hazel Park	\$600
Royal Oak	\$9,600
Huntington Woods	\$3,600
Oak Park	\$3,000
	\$85,200

Community Contribution Total

Obligated funds with match and design/engineering (TAP funds removed)

Ferndale	\$112,200
Pleasant Ridge	\$2,200
Hazel Park	\$1,600
Royal Oak	\$16,600
Huntington Woods	\$6,600
Oak Park	\$5,000
Community Contribution Total	\$144,200
TAP Award Total	\$194,227
Project Grand Total	\$338,427

Ferndale

	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (5.4 miles)				
Signs	64	each	\$240	\$15,360
Shared Lane Markings				
Woodward Heights (0.6 miles)	28	each	\$190	\$5,320
Marshall (0.4 miles)	20	each	\$190	\$3,800
Allen (0.4 miles)	26	each	\$190	\$4,940
Paxton (0.2 miles)	10	each	\$190	\$1,900
				\$15,960
Bike Lane				
Woodward Heights	0.5	mile	\$18,000	\$9,000
Crossing at Cambourne/Pinecrest				
RRFB	2	each	\$9,500	\$19,000
Crossing at Huron/Woodward Heights				
RRFB	2	each	\$9,500	\$19,000
Refuge Island	1	each	\$18,000	\$18,000
				\$37,000
Crossing at St Louis/Marshall				
High Visibility Crosswalk with Signs	1	each	\$1,200	\$1,200
Crossing at Woodward Heights/Martin				
Refuge Island	1	each	\$18,000	\$18,000
Crossing at Allen/Marshall				
High Visibility Crosswalk with Signs	1	each	\$1,200	\$1,200
Crossing at Allen/Pearson				
High Visibility Crosswalk with Signs	1	each	\$1,200	\$1,200
Crossing at Planavon/Breckenridge				
Curb Extensions	2	each	\$8,500	\$17,000
Crossing at Marshall/Laprairie				
Curb Extensions	2	each	\$8,500	\$17,000
Wayfinding Hubs				
(orientation map, repair stand with air pump, bike parking, benches, trash receptacle)	3	each	\$14,000	\$42,000

\$193,920

Pleasant Ridge

	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (1 mile) Signs	12	each	\$240	\$2,880
				\$2,880

Hazel Park

	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (0.3 miles) Signs	5	each	\$240	\$1,200
				\$1,200

Royal Oak

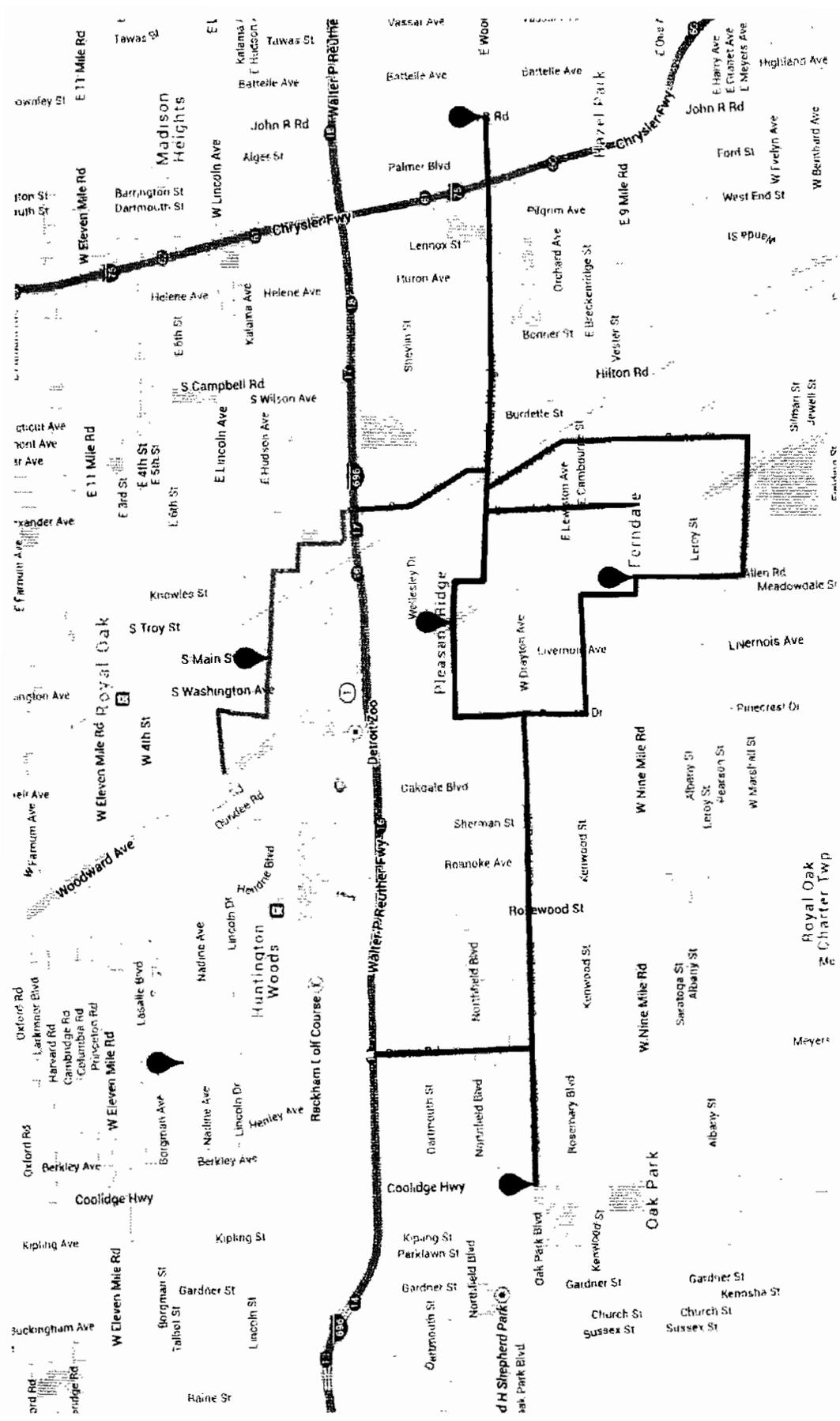
	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (1.4 miles) Signs	34	each	\$240	\$8,160
Crossing at Washington/Harrison RRFB	2	each	\$9,500	\$19,000
				\$27,160

Huntington Woods

	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (3.5 miles) Signs	26	each	\$240	\$6,240
Shared Lane Markings Scotia Road (0.8 miles)	18	each	\$190	\$3,420
				\$9,660

Oak Park

	Quantity	Unit	Unit Price	Cost Estimate
Signed Bike Route (5.3 miles) Signs	34	each	\$240	\$8,160
				\$8,160



Map showing streets and landmarks in Royal Oak, Michigan. Key roads include Woodward Ave, W Eleven Mile Rd, W Nine Mile Rd, and W Twelve Mile Rd. Landmarks include the Detroit Zoo and d H Shepherd Park. The map also shows various neighborhood names and street names such as Huntington Woods, Royal Oak, and Oak Park.



**BIKE
ROUTE**



**Oak Park
High School 0.5**

**Huntington
Woods 0.6 →**



**Shepherd
Park 1.1**