

Oak Park

City Council Agenda

June 15, 2015





AGENDA
REGULAR CITY COUNCIL MEETING
35th CITY COUNCIL
OAK PARK, MICHIGAN
June 15, 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 June 1, 2015

B. Library Board Minutes of March 17, 2015, April 21, 2015 and May 19, 2015

C. Request to cancel the June 23, 2015 regularly scheduled meeting of the Zoning Board of Appeals

D. Request approval of Payment Application No. 3 (final) for the 2014 Fire Hydrant & Repainting Project, M-590 to F & P Painting, Inc. for the total amount of \$1,000.00

E. Request approval of Proposed Change Order No. 1 to Michigan Joint Sealing, Inc. for the 2015 Joint and Crack Sealing Project, M-604 in the amount of (\$2,112.42) and Payment Application No. 1 to the same in the total amount of \$114,179.58

F. Licenses - New and Renewals as submitted for June 15, 2015

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

A. Water and Disposal rate presentation

B. Approval of a Professional Services Agreement with Plante Moran to conduct a water and sewer rate study

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

A. Request for a Special Event License and waiver of fees as submitted by Optimist Club of Oak Park & Royal Oak Twp., 10000 Woodland Ct., Oak Park, MI for a Childhood Cancer Awareness event to be held on June 28, 2015 at the Oak Park Community Center, Room C, 2:30 – 6:00 p.m.

B. Request for a Special Event License and waiver of fees as submitted by Optimist Club of Oak Park & Royal Oak Twp., 10000 Woodland Ct., Oak Park, MI, for a Back to School Picnic event for children of the Oak Park community, to be held on August 2, 2015 at Shepherd Park, Shelter 1, 4:00 – 10:00 p.m.

11. ACCOUNTING REPORTS:

A. Approval for payment of an invoice for legal services as submitted by Howard L. Shifman P.C. in the total amount of \$18,000.00

B. Approval for payment of an invoice submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$11,674.05

12. BIDS:

- A. Request to award the bid for the 2015 Shepherd Park Parking Lot Reconstruction Project, M-608 to Nagle Paving of Novi, MI for the total amount of \$187,336.50
- B. Request to award the bid for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606 to Troelsen Excavating Co. of Troy, MI for the total amount of \$369,522.50

13. ORDINANCES:

- A. Second Reading and adoption of an ordinance to amend the Utility Ordinance, Chapter 82, Section 82-313, to reflect changes in the various utility rates and their effective dates
- B. Second Reading and adoption of an ordinance to amend the Solid Waste Ordinance, Chapter 62, Section 62-92, to reflect changes in the collection rates and their effective dates
- C. Introduction and First Reading of an Ordinance to Amend Chapter 6, Alcoholic Liquors, Article I, In General; Article II, Minors at Open House Parties; and Article III, Regulation of On-The-Premises Consumption of the Code of Ordinances of the City of Oak Park, Michigan
- D. Introduction and First Reading of an Ordinance to amend Article II, Definitions; Article VII, B-1 Neighborhood Business Districts; Article XII, PCD Planned Corridor Development Districts; Article XVII, General Provisions; and Article XIX, Special Land Uses, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, Michigan

14. CITY ATTORNEY:

- A. Request for authorization for the City Attorney to file an appearance on behalf of the City in the Tax Tribunal matter for Sears Holdings Corporation (Store #3730) v. City of Oak Park, MTT Docket No. 15-001493

15. CITY MANAGER:

City Clerk

- A. Adoption of the City of Oak Park, Michigan Freedom of Information Act (FOIA) Procedures and Guidelines and Public Summary of Procedures and Guidelines
- B. Resolutions approving the Request of SZASZA, INC., d/b/a Sahara Restaurant & Grill, located at 24770 Coolidge, Oak Park MI 48237 to Transfer the Classification of its Existing License Permitting the Consumption of Beer and Wine on the Premises of a Restaurant Operation to a Class C Liquor License on the Premises of a Restaurant Operation and for the Continuation of its Dance Permit.

Community and Economic Development

- C. Request approval for the City Attorney to draft a contract that allows the City of Oak Park to enter into an agreement with Global Realty to purchase tax foreclosed properties

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**

June 1, 2015

7:00 PM

MINUTES

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

PRESENT: Mayor McClellan, Council Member Burns, Mayor Pro Tem Levine,
Council Member Seligson

ABSENT: Council Member Speech (Excused)

OTHERS

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

**CM-06-212-15 MOTION TO APPROVE AN EXCUSED ABSENCE FOR COUNCIL
MEMBER SPEECH – APPROVED**

Motion by Seligson, seconded by Levine, CARRIED UNANIMOUSLY, to approve Council Member Speech's absence as excused.

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

MOTION DECLARED ADOPTED

City Manager Tungate announced that Council Member Speech was absent due to personal illness.

APPROVAL OF AGENDA:

**CM-06-213-15 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH CHANGES
– APPROVED**

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

1. Presentation by the Congress for New Urbanism as Item #7C.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-06-214-15 (AGENDA ITEM #5A-H) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of May 18, 2015 **CM-06-215-15**
- B. Request to cancel the June 8, 2015 regularly scheduled meeting of the Planning Commission **CM-06-216-15**
- C. Zoning Board of Appeals Meeting Minutes of November 25, 2014 **CM-06-217-15**
- D. Communications Commission Meeting Minutes of April 15, 2015 **CM-06-218-15**
- E. Emergency Services Council Meeting Minutes of April 13, 2015 **CM-06-219-15**
- F. Payment Application No. 1 for the 2015 Miscellaneous Concrete Repair Project, M-603 to Mattioli Cement Company, LLC for the amount of \$112,892.58 **CM-06-220-15**
- G. Request to appoint Rocco Fortura as the representative and Kevin Yee as the alternate representative to the SOCRRA Board for the fiscal year beginning July 1, 2015 **CM-06-221-15**
- H Licenses - New and Renewals as submitted for June 1, 2015 **CM-05-222-15**

(Subject to all Departmental Approvals)	ADDRESS	FEE
MERCHANT (NEW) June 1, 2015		
GIFT ME CHOCOLATE & ENTERTAINMENT	22133 COOLIDGE	150.00
MERCHANT (RENEWALS) June 1, 2015		
MOTOWN PRINTING LLC (PREVIOUSLY BLUPRINT SERVICE CTR)	20800 GREENFIELD	150.00

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

Karen Twomay from the Ferndale School Board reported on activities related to their district.

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) City Manager Employee Recognition. City Manager Tungate presented an Employee Recognition Award to Finance Director Gail Credit.

(AGENDA ITEM #7B) New City Website Presentation. Assistant to the City Manager Crystal McLain and Joseph Nagrant from Revize discussed design process for the new website and presented the look and feel of the city's new home page.

(AGENDA ITEM #7C) (Added to the Agenda) Marcy McInelly from the Congress for New Urbanism reported on the series of workshops that are being held to engage the public for input on the revitalization of the Nine Mile area in Oak Park. Some of the common themes that were discussed included adding greenways and trees, better biking and pedestrian experience, transit stations, building and facade improvements, more parks and trails and lane reductions.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

CM-06-223-15 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF AN INVOICE AS SUBMITTED BY SECREST WARDLE, LYNCH, HAMPTON, TRUEX & MORLEY FOR LEGAL SERVICES IN THE AMOUNT OF \$5,919.60 - APPROVED

Motion by Seligson, seconded by Levine, CARRIED UNANIMOUSLY, to approve payment of invoice #1265731 as submitted by Secrest Wardle, Lynch, Hampton, Truex & Morley for legal services in the amount of \$5,919.60.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-06-224-15 (AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND SECTION 1001, PERMITTED USES, OF ARTICLE X, OFFICE BUILDING DISTRICT, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN - APPROVED

Motion by Burns, Seconded by Seligson, CARRIED UNANIMOUSLY, to approve the Second Reading and adopt the following Ordinance to amend Section 1001, Permitted Uses, of Article X, Office Building District, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, Michigan:

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SECTION 1001, PERMITTED USES, OF ARTICLE X, OFFICE BUILDING DISTRICT, 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 X, O, Office Building Districts, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to add the following:

Section 1001. Permitted uses.

G. The following single-use retail and personal service establishments when located in stand-alone buildings less than 2,000 square feet in size: jewelry stores; copy service or instant printer; florist shop; tailor, travel agent; dry cleaners drop-off without processing facilities; private mailing service; and personal communication services.

SECTION 2. 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 3. 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 4. Effective Date

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

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

MOTION DECLARED ADOPTED

CM-06-225-15 (AGENDA ITEM #13B) FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-313 THEREOF - APPROVED

Motion by Burns, Seconded by Levine, CARRIED UNANIMOUSLY, to approve the First Reading of the following Ordinance to amend Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park, Michigan, by amending section 82-313 thereof:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-313 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Section 82.313 of Chapter 82, Utilities, of Article V. Rates and Charges, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Section 82-313. Determination.

(a) *Generally.* The rates and charges to be imposed for the consumption and use of water and sewer services furnished by the city shall be determined by ordinance by the city council from time to time and kept on file in the office of the city clerk.

(b) *Enumeration.* The rates and charges for consumption and use of water and sewer services are as follows:

(1) Water rates. Effective on all bills rendered on or after July 1, 2015 ~~2014~~, the rates to be charged for water service shall be as follows:

(a) Thirty-Eight dollars and fifty-four cents (\$38.54) ~~Thirty Five dollars and forty two cents (\$35.42)~~ per thousand cubic feet.

(b) Quarterly meter service and maintenance charges, in addition to subsection (b)(1) of this section as follows:

5/8-inch meter	\$4.75
3/4-inch meter	5.03
1-inch meter	5.42
1 1/2-inch meter	8.05
2-inch meter	9.14
3-inch meter	63.80
4-inch meter	69.57
6-inch meter	79.40

Minimum quarterly charge (includes water and meter service charge for a 5/8-inch meter service)
.....\$24.02 ~~\$22.46~~

(c) The minimum quarterly (three-month) water charge to each premises connected with the water supply system shall be the sum of \$24.02 ~~\$22.46~~, provided that if there were two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.

(2) Sewage disposal rates. The rates to be charged for sewage disposal services shall be as set forth below, and all bills for service rendered on or after the dates set forth shall be computed at such rates:

(a) Basic sewage disposal rate; minimum quarterly charge. Commencing July 1, 2015 ~~2014~~, the basic sewage disposal rate shall be \$67.12 ~~\$65.93~~ per 1,000 cubic feet of water consumed. The minimum quarterly sewage disposal charge to each sewage disposal services customer shall be \$33.56 ~~\$32.97~~, provided that if there are two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.

(b) High strength surcharge. Effective with all bills rendered on or after August 1, 2015 ~~2014~~, for flows beginning on or after July 1, 2015 ~~2014~~, a high strength surcharge shall be levied against commercial and industrial customers, other than restaurants, contributing sewage to the sewage disposal system with concentrations of pollutants exceeding the following levels:

- (1) 275 milligrams per liter (mg/l) of biochemical oxygen demand (BOD);
- (2) 350 milligrams per liter (mg/l) of total suspended solids (TSS);
- (3) 12 milligrams per liter (mg/l) of phosphorus (P);
- (4) 100 milligrams per liter (mg/l) of fats, oils, and grease (fog).

The high strength surcharge will be imposed at the following rates:

<u>Pollutant</u>	<u>Charge per pound of excess pollutant</u>
Biochemical oxygen demand (BOD)	\$0.502
Total suspended solids (TSS)	0.509
Phosphorus (P)	7.508
Fats, oils and grease	0.483

(c) Industrial waste control charge. Effective with all bills rendered on or after August 1, 2015 ~~2014~~, for flows beginning on or after July 1, 2015 ~~2014~~, an industrial waste control charge shall be levied against non-residential customers in an amount determined by the size of the water meter or meters serving such customers as set forth below:

<u>Water Meter Size</u> (inches)	<u>Monthly Charge</u>
5/8-inch meter	\$ 9.04
3/4-inch meter	13.56
1-inch meter	22.60
1 1/2-inch meter	49.72
2-inch meter	72.32
3-inch meter	131.08
4-inch meter	180.80
6-inch meter	271.20

No such surcharge shall be levied on the basis of any meter which serves exclusively residential users, including all structures designed for habitation including, but not limited to, single family or two-family dwellings, apartment buildings, condominiums, townhouses, and mobile homes, nor shall such surcharge be levied on the basis of any meter used exclusively for fire protection purposes.

- (3) Collection policy. Charges for water, sewer and garbage and rubbish service furnished by the city to any premises shall be a lien thereon, and on March 1 and on September 1 of each year, the person or agency charged with the management of the systems shall certify any such charges which have been delinquent six months or more, to the city assessor who shall enter the same upon the next available tax roll against the premises to which such services shall have been rendered, together with a penalty of an additional ten percent. The charges shall be collected and the lien shall be enforced in the same manner as provided in the respect to taxes assessed upon such roll; provided, that no such charge shall become a lien when a tenant is responsible for the payment of any such charge against any premises and the city has been so notified by the filing of an affidavit that the lease contains a provision that the landlord shall not be liable for payment of water or sewage system bills accruing subsequent to the filing of the affidavit. The affidavit shall be filed with the official in charge of the water works system and 20 days' notice shall be given by the landlord of any cancellation, change in, or termination of the lease. The affidavit shall contain a notation of the expiration date of the lease. In the event of the filing of such affidavit, no further service shall be rendered by the systems to such premises until payment to the city of a cash deposit in accordance with section 82-316.

- (4) Services outside the city. Water service provided outside the corporate limits of the city shall be provided by contract only with approval of the city council, and in no event shall the rates and charges for such service be less than the rates charged to customers residing within the corporate limits of the city.

SECTION 3. 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 that 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 the Code of Ordinances, City of Oak Park.

SECTION 4. 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.

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

MOTION DECLARED ADOPTED

City Manager Tungate and Assistant City Manager Yee summarized the amendments and indicated there will be a more detailed presentation provided before the second reading at the next Council Meeting.

CM-06-226-15 (AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 62, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 62-92 THEREOF - APPROVED

Motion by Seligson, Seconded by Burns, CARRIED UNANIMOUSLY, to approve the First Reading of the following Ordinance to amend Chapter 62, Solid Waste, of the Code of Ordinances of the City of Oak Park, Michigan, by amending section 62-92 thereof:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 62, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 62-92 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Section 62-92, Monthly charge, of Chapter 62, Solid Waste, of Article III, Rates and Charges, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

ARTICLE III. FEES AND CHARGES

Sec. 62-92. Monthly Charge.

Effective as of July 1, 2015 the monthly charge for each property, including each single-family residence; each unit in a multifamily residence, apartment building or complex, condominium, townhouse or cooperative; and each commercial, industrial or business establishment receiving garbage and rubbish collection services from the city under section 62-91 shall be charged \$10.67 ~~9.77~~ per month, or \$32.00 ~~29.31~~ per quarter.

SECTION 2. 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 that 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 the Code of Ordinances, City of Oak Park.

SECTION 3. 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.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY REPORT:

CM-06-227-15 (AGENDA ITEM #14A) AUTHORIZATION FOR THE CITY ATTORNEY TO FILE AN APPEARANCE ON BEHALF OF THE CITY IN THE TAX TRIBUNAL MATTER OF PARKWOODS PLAZA CENTER, LLC V. CITY OF OAK PARK, MTT DOCKET NO. 15-001047 - APPROVED

Motion by Levine, Seconded by Seligson, CARRIED UNANIMOUSLY, to authorize the City Attorney to file an appearance on behalf of the City in the Tax Tribunal matter of Parkwoods Plaza Center, LLC v. City Of Oak Park, MTT Docket No. 15-001047.

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

MOTION DECLARED ADOPTED

CITY MANAGER:

Technical & Planning

CM-06-228-15 (AGENDA ITEM #15A) RESOLUTION EXTENDING THE CONTRACT FOR SERVICES RELATED TO MARKETING, HOMEBUYER ASSISTANCE AND THE SALE OF PROPERTIES ACQUIRED THROUGH THE CITY OF OAK PARK NEIGHBORHOOD STABILIZATION PROGRAM WITH HOME RENEWAL SYSTEMS LLC, 23370 COMMERCE DRIVE, FARMINGTON HILLS, MICHIGAN THROUGH JUNE 2, 2016 - APPROVED

Motion by Seligson, Seconded by Levine, CARRIED UNANIMOUSLY, to approve the following resolution extending the contract for services related to Marketing, Homebuyer Assistance and the Sale of Properties Acquired Through the City of Oak Park Neighborhood Stabilization Program with Home Renewal Systems LLC, 23370 Commerce Drive, Farmington Hills, Michigan through June 2, 2016:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN
SEVENTH AMENDMENT TO AGREEMENT FOR MARKETING,
HOME BUYER ASSISTANCE AND REAL ESTATE SALES SERVICES

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, June 2, 2015 at 7:00 p.m.

WHEREAS, on October 1, 2009, the City of Oak Park and Home Renewal Services, LLC entered into an Agreement for Marketing, Home Buyer Assistance and Real Estate Sales Services (the "Agreement") in connection with the City's Neighborhood Stabilization Program ("NSP"); and

WHEREAS, the term of the Agreement has been extended through September 30, 2012 and an Addendum identifying subsequently acquired County Tax Reverted Properties subject to the Agreement has been added; and

WHEREAS, the parties desire to extend the Agreement through June 2, 2016.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement for Marketing, Home Buyer Assistance and Real Estate Sales Services for the City of Oak Park Neighborhood Stabilization Program, dated October 1, 2009 between the City of Oak Park and Home Renewal Services, LLC, is hereby extended through June 2, 2016.

2. Except as amended hereby, the Agreement, as previously amended, shall remain in full force and effect and enforceable according to its terms.

CITY OF OAK PARK, MICHIGAN

HOME RENEWAL SERVICES, LLC

By: _____
Marian McClellan, Mayor

By: _____

By: _____
Erik Tungate, City Manager

Its: _____

Dated: _____

By: _____
T. Edwin Norris, City Clerk

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

MOTION DECLARED ADOPTED

Technical and Planning Director Barrett reported that the second term of the contract for services related to Marketing, Homebuyer Assistance and the Sale of Properties Acquired Through the City of Oak Park Neighborhood Stabilization Program with Home Renewal Systems, LLC, 23370 Commerce Drive, Farmington Hills, Michigan expired September 30, 2012. The contract provides for the agreement to be extended upon mutual agreement of the parties for any agreed upon period through final disposition of all NSP properties and/or expiration of the NSP Program. The resolution authorized the contract extension through June 2, 2016. Funding is available in the Neighborhood Stabilization Program accounts.

CM-06-229-15 (AGENDA ITEM #15B) CHANGE ORDER NO. 1 TO D&T HOME IMPROVEMENT, LLC FOR THE RENOVATION OF A CITY-OWNED NSP HOME AT 13211 DARTMOUTH AVE. IN THE TOTAL AMOUNT OF \$6,950.00 AND TO APPROVE PAYMENT APPLICATION NO. 1 TO THE SAME IN THE TOTAL AMOUNT OF \$102,935.00 - APPROVED

Motion by Seligson, Seconded by Levine, CARRIED UNANIMOUSLY, to approve Change Order No. 1 to D&T Home Improvement, LLC for the renovation of a city-owned NSP home at 13211 Dartmouth Ave. in the total amount of \$6,950.00 and to approve Payment Application No. 1 to the same in the total amount of \$102,935.00. Funding is available in the Neighborhood Stabilization Program.

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

MOTION DECLARED ADOPTED

Mr. Barrett summarized Proposed Change Order No. 1 and Payment Application No. 1 to D&T Home Improvement, LLC for the renovation of a city-owned NSP home at 13211 Dartmouth Ave. He indicated the proposed Change Order is an increase to approved bid alternate number 1 to replace the driveway, reframe the existing rafters that were sagging, replace a damaged privacy fence and install a new drain for the rear downspout. To date, the project is approximately 100% complete.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

CALL TO THE COUNCIL:

Mayor ProTem Levine wished everyone a good night and thanked those who provided input to the Nine Mile and Coolidge discussion.

Council Member Burns encouraged residents to be involved in the Nine Mile and Coolidge development discussion and also congratulated the Oak Park Girls Track and Field Team on their second straight State Title.

Council Member Seligson wished everyone a good night.

Mayor McClellan reported that plans for Summerfest are going well and indicated that more artists are needed. She also reported on the sidewalk repair program, recreation baseball teams, the recreation plan, and new computers in the library.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:55 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**OAK PARK PUBLIC LIBRARY
BOARD of DIRECTORS MEETING**

March 17, 2014 at 6:30 P.M.
in Room 4 of the Oak Park Community Center

MINUTES

PRESENT: Comm. Rice, Comm. Francisco, Director Bowman.

ABSENT: Comm. Barton. Comm. Burns (excused)

Meeting called to order at 6:31 P.M. Adjourned: 7:33 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. Proposal for Revision of Library Card Policy – Director Bowman passed out copies of the library card policy to the board prior to meeting, and using the feedback of the board, will present an edited document to them at the April meeting for approval, and then will present it to the City Manager for his review and approval.
- B. Staffing Update – Director Bowman went over current status of replacement of staff members. Interviews were set up for librarians in April, and we are awaiting the reply of one person to fill the page staff position, and will be testing more applicants for the substitute position. Director Bowman hopes to have these positions filled before May 1st.
- C. In Library Use – Director Bowman reported on the new statistic keeping process, and library staff has reported over 900 books as used within the library in the past month. These uses will be recorded as part of our regular circulation statistics for both Youth and Adult circulation numbers.

NEW BUSINESS:

- A. Grant Opportunities – Director Bowman has written a grant through the Better World Books LEAP grant, and if the grant is successful, will be awarded \$15,000 for technology upgrades in the library. Deadline was the 1st of April, and we should receive word by the beginning of June. Other grants that Director Bowman will be writing are the Detroit Book and Author grants for performance arts and literacy, each for \$1000.00 and with deadlines of April 30th.
- B. Staff Manual – Director Bowman has returned to work on the staff manual now that budget cycle is over with.
- C. Fee Schedule Review – Director Bowman passed out the fee schedule for the board to review. Noted that changes to DVD rental and Printing had been updated.

OTHER: None

Next meeting: Tuesday, April 21, 2015 at 6:30 P.M. in the Room 4 of the Recreation Center.

Respectfully submitted,
Brandon Bowman, Library Director



OAK PARK PUBLIC LIBRARY BOARD of DIRECTORS MEETING

April 21, 2014 at 6:30 P.M.
in Room 4 of the Oak Park Community Center

MINUTES

PRESENT: Comm. Chudnow, Comm. Burns, Comm. Rice, Comm. Francisco, Director Bowman.

ABSENT: Comm. Barton

Meeting called to order at 6:31 P.M. Adjourned: 7:58 pm
Minutes from last month's meeting read & approved.

CORRESPONDENCE & CALL TO PUBLIC: Mayor Gerald Naftaly presented a written request for recognition in the Large Print collection for donations made in honor of his father, William Naftaly.

Motion by Rice, Seconded by Burns to consider request.

Motion failed 3-1

Nays – Burns, Rice, Francisco

Ayes - Chudnow

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

OLD BUSINESS:

- A. Proposal for Revision of Library Card Policy – Director Bowman presented the revised policy for review and discussion. Director Bowman will make a few final changes and present the final version to the board at the May meeting before sending it to City Manager Tungate for review.
- B. Staffing Update – Director Bowman discussed interviews that had been held last week, and updated board on the interviews that were scheduled for Thursday of this week. Director Bowman is working closely with Director Brooks to make this a quick process.
- C. Grant Opportunities – Director Bowman submitted three grants in the past month, one with Better World Books LEAP grants, and two through the Metro Detroit Book and Author Society. Charli Osborne has received a grant to bring the Alexandria's Nature Bus to the city as part of our Summer Reading Program, a value of \$750 dollars.
- D. Staff Manual – Now that budgets are proposed, Director Bowman will once again turn his attention to updating and solidifying the policy and procedure manual.

NEW BUSINESS:

- A. Donation Policy – Director Bowman brought sample policies for the board to review. The Board has directed Director Bowman to bring a sample policy back to the board, which will then be examined by the City Manager and City Attorney.

OTHER: None

Next meeting: Tuesday, May 19, 2015 at 6:30 P.M. in the Room 4 of the Recreation Center.

**Respectfully submitted,
Brandon Bowman, Library Director**



OAK PARK PUBLIC LIBRARY BOARD of DIRECTORS MEETING

May 19, 2015 at 6:30 P.M.
in Room 4 of the Oak Park Community Center

MINUTES

PRESENT: Comm. Chudnow, comm. Burns, Comm. Barton, Comm. Rice, Comm. Francisco,
Director Bowman.

Meeting called to order at 6:31 P.M. Adjourned: 7:26 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. Proposal for Revision of Library Card Policy – Director Bowman presented the final versions of the revised library card and library card use policies. Barring any last minute revisions, these will be sent to the City Manager for approval.
- B. Staffing Update – At this time, all positions have been filled. Normayne Dye will be taking the 10 hour librarian position starting in Mid-June, and Linda Parks will be assuming the 18 hour Page position starting the second week in June.
- C. Staff Manual – Director Bowman has continued work on the manual, and will bring some finished materials for inspection by the board to the next meeting in June.
- D. Donation Policy Update – Director Bowman introduced a framework for the Donation Policy for review by the Library Board. We will be continuing to examine this document over the course of the next few meetings. Director Bowman will be inquiring about the availability of a plaque from some local engraving businesses.

NEW BUSINESS:

- A. James Dance Grant – The library was granted the James Dance Grant for the Arts through the Metro Detroit Book and Author Society. We will be using the Grant to purchase materials for our music collection, specifically Hip Hop artists, as well as purchasing materials on street artists and various kinds of street art. Director Bowman will be accepting the check at the Spring Luncheon of the Metro Detroit Book and Author Society for \$1000.00.
- B. Printers – Using monies from the Elsie Watson Trust, Director Bowman has purchased two new printers for the library, one for the staff work room, and one for the public printing area. These two printers are high-yield printers, doubling the amount of materials we can print and cutting our printing costs by half.

OTHER: None

Next meeting: Tuesday, June 16, 2015 at 6:30 P.M. in the Room 4 of the Recreation Center.

**Respectfully submitted,
Brandon Bowman, Library Director**

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** June 15, 2015**AGENDA #****SUBJECT:** Request to cancel the June 23, 2015 Zoning Board of Appeals meeting.**DEPARTMENT:** Community & Economic Development, Planning Division**SUMMARY:** The Chairperson of the Zoning Board of Appeals is requesting the June 23, 2015 Zoning Board of Appeals meeting be cancelled. There is no business scheduled before the Zoning Board of Appeals.**RECOMMENDED ACTION:** The City Council consider accepting the request of the Chairperson of the Zoning Board of Appeals and cancel the June 23, 2015, regularly scheduled meeting.**APPROVALS:**

City Manager:

Director:

Finance Director: _____

EXHIBITS:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 15, 2015

AGENDA #

SUBJECT: Payment Application No. 3 (final) for the 2014 Fire Hydrant & Repainting Project, M-590.

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

SUMMARY: Attached is Payment Application No. 3 (final) for the 2014 Fire Hydrant & Repainting Project, M-590. This project blasted and painted fire hydrants in the area shown on the attached map. This project is now 100% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$42,370.00
	Change Order no. 1:	\$ 590.00
	Current Contract Amount:	\$42,960.00
	 Total Completed to Date:	 \$42,960.00
	Less Retainage:	\$ 0.00
	Net Earned:	\$42,960.00
	Deductions:	\$ 0.00
	Balance:	\$42,960.00
	Payments to Date:	\$41,960.00
	Amount Due F & P Painting, Inc.:	\$ 1,000.00

RECOMMENDED ACTION: It is recommended that Payment Application No. 3 (final) for the 2014 Fire Hydrant & Repainting Project, M-590 to F & P Painting, Inc. be approved for the total amount of \$1,000.00. Funding is available in the Water and Sewer Fund no. 592-18-538-930.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Payment Application No. 3 (final), map

PAYMENT APPLICATION

JOB NUMBER: M-590

APPLICATION NO.: 3 FINAL

PERIOD ENDING: 6/29/2015

2014 FIRE HYDRANT BLASTING & REPAINTING PROJECT

CITY OF OAK PARK, MICHIGAN

CONTRACTOR: F & P PAINTING, INC.

46378 UTKA RD.
STERLING HEIGHTS, MI 48316

ITEM DESCRIPTION	ORIGINAL BID QUANTITY	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1 BLAST & REPAINT FIRE HYDRANT	132	EA \$295.00	0	\$0.00	134	\$39,530.00
2 BLAST & REPAINT STANDPIPES	25	EA \$70.00	0	\$0.00	25	\$1,750.00
3 BLAST & REPAINT ELECTRICAL BOXES	7	EA \$240.00	0	\$0.00	7	\$1,680.00
Period Total Amount:				\$0.00	Total Amount to Date:	\$42,960.00

Contract Amount: \$42,370.00
Change Order #1: \$690.00
Contract Amount: \$42,960.00

Earnings This Period: \$0.00
Total Earnings to Date: \$42,960.00
Less Retainage: \$0.00
Net Earned: \$42,960.00
Deductions: \$0.00
Balance: \$42,960.00
Payments to Date: \$41,980.00

AMOUNT DUE F & P PAINTING, INC.: \$1,000.00

Accepted By:


F & P Painting, Inc.

Date: 6/8/15

Approved By:


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

Date: 6/8/15



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 15, 2015 **AGENDA #**

SUBJECT: Proposed Change Order no. 1 and Payment Application no. 1 for the 2015 Joint and Crack Sealing Project, M-604.

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

SUMMARY: Attached are Proposed Change Order no. 1 and Payment Application no. 1 for the 2015 Joint and Crack Sealing Project, M-604. This project sealed the joints and cracks in the area on the attached map. The Proposed Change Order is a reduction based on final as constructed measurements. To date, the project is approximately 99% complete.

FINANCIAL STATEMENT:	Original Contract Amount:	\$117,292.00
	Proposed Change Order no.1:	<u>(\$ 2,112.42)</u>
	Current Contract Amount:	\$115,179.58
	Total Completed to Date:	\$115,179.58
	Less Retainage:	\$ 1,000.00
	Net Earned:	\$114,179.58
	Deductions:	\$ 0.00
	Balance:	\$114,179.58
	Payments to Date:	<u>\$ 0.00</u>
	Amount Due Michigan Joint Sealing, Inc:	\$114,179.58

RECOMMENDED ACTION: It is recommended that Proposed Change Order no. 1 to Michigan Joint Sealing, Inc. for the 2015 Joint and Crack Sealing Project, M-604 be approved for the amount of (\$2,112.42). It is further recommended that Payment Application no. 1 for the same be approved in the amount of \$114,179.58. Funding is available in the Road Construction Fund for this expenditure.

APPROVALS:
City Manager: *[Signature]* Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Proposed Change Order no. 1, Payment Application no. 1, map of project area

CHANGE ORDER

PROJECT: 2015 Joint and Crack Sealing Project **JOB NUMBER:** M-604
OWNER: City of Oak Park, Michigan **CHANGE ORDER NO.:** 1
CONTRACTOR: Michigan Joint Sealing, Inc. **PAGE:** 1 OF 1
 28830 West Eight Mile, Ste 103
 Farmington Hills, MI 48336
 248-476-4120

TO THE CONTRACTOR:

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Decreased Amount
1	Rent and Seal Joints and Cracks, Modified SP	151,400	LFT	0.69	-3,518	147,882	-\$2,427.42
Totals:							(\$2,427.42)

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
2	Joint Sealing Compound, Modified SP	30,300	LBS	0.42	750	31,050	\$315.00
Totals:							\$315.00

SUMMARY

Total Decrease (\$2,427.42)
 Total Increase \$315.00
 Total Amount for Change Order No. 1: (\$2,112.42)

THE CONTRACT SHALL BE DECREASED BY THE SUM OF:

Original Contract Amount: \$117,282.00
 Change Order No. 1: (\$2,112.42)
 New Contract amount: \$115,179.58

Robert Barrett - City of Oak Park *[Signature]* Date: 6/5/2015
 Michigan Joint Sealing, Inc. *[Signature]* Date: 06-05-15

PAYMENT APPLICATION

2015 JOINT AND CRACK SEALING PROJECT

JOB NUMBER: M-604

CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 1

CONTRACTOR: MICHIGAN JOINT SEALING, INC.

PERIOD ENDING: 6/4/2015

28830 WEST EIGHT MILE STE 103
FARMINGTON HILLS, MICHIGAN 48336

ITEM	DESCRIPTION	ORIGINAL		UNIT	PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
		BID QUANTITY	QUANTITY						
1	ROUT and Seal Joints and Cracks, Modified SP	151,400	LFT	\$0.690	147,982.00	\$102,038.58	147,982.00	\$102,038.58	
2	Joint Sealing Compound, Modified SP	30,300	LBS	\$0.42	31,050.00	\$13,041.00	31,050.00	\$13,041.00	
3	Minor Traffic Devices, Modified SP	1	LSUM	\$100.00	1.00	\$100.00	1.00	\$100.00	
Period Total Amount:						\$115,179.58	Total Amount to Date:	\$115,179.58	

Contract Amount: \$117,292.00
 Proposed Change Order #1: (\$2,112.42)
 Proposed new contract Amount: \$115,179.58

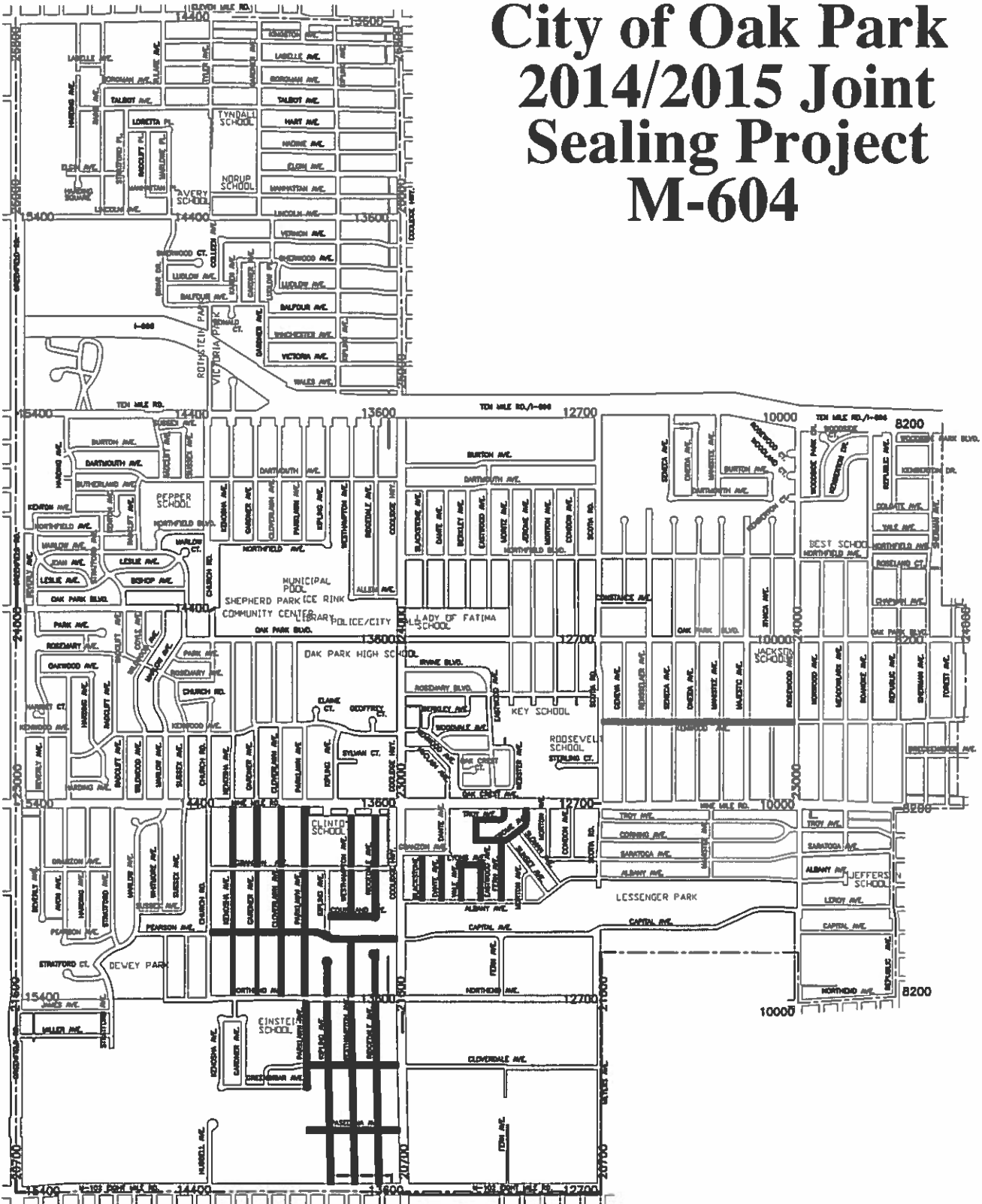
Earnings This Period: \$115,179.58
 Total Earnings to Date: \$115,179.58
 Less Retainage: \$1,000.00
 Net Earned: \$114,179.58
 Deductions: \$0.00
 Balances: \$114,179.58
 Payments to Date: \$0.00

AMOUNT DUE MICHIGAN JOINT SEALING, INC.: \$114,179.58

Accepted By: [Signature] Date: 6-05-15
 Michigan Joint Sealing, Inc.

Approved By: [Signature] Date: 6/5/2015
 Robert Barnett, Director of Technical and Planning Services
 City of Oak Park, Michigan

City of Oak Park 2014/2015 Joint Sealing Project M-604



MERCHANT'S LICENSES – JUNE 15, 2015**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
CRICKET WIRELESS	25246 GREENFIELD	150.00
BOOST MOBILE	13700 EIGHT MILE	150.00
THE SUIT DEPOT	26158 GREENFIELD	150.;00
<u>RENEWALS –</u>		
RYAN POLISHING CORP	10707 CAPITAL	225.00
SILVIA'S EUROPEAN HAIR DESIGN	10132 NINE MILE	450.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 15, 2015

AGENDA #

SUBJECT: Professional Services Agreement for a Water and Sewer Rate Study performed by Plante Moran, PLLC

DEPARTMENT: City Manager

SUMMARY: Plante Moran will use previously audited financial statements, the City's 2015-16 budget and other information related to the Water and Sewer system to create a utility rate model. Work will be performed under the direction and supervision of the City Manager.

FINANCIAL STATEMENT: Fees for this engagement are expected to be within the range of \$15,000 to \$20,000 and will not exceed \$20,000 unless additional meetings or presentations are requested by the City. Funding is available in the Water and Sewer Fund for this expenditure.

RECOMMENDED ACTION: It is recommended that City Council approves the Engagement letter and Professional Services agreement with Plante Moran, PLLC for a Water and Sewer Rate Study.

APPROVALS:

City Manager:

Department Director: _____

Finance Director: _____

EXHIBITS: Engagement Letter and Agreement



7B

Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

April 29, 2015

Erik Tungate
City of Oak Park
13600 Oak Park Blvd
Oak Park, MI 48237

Dear Mr. Tungate:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Oak Park ("Oak Park").

Scope of Services

Using previously audited financial statements, the City's 2015-16 budget, and other information related to the Water and Sewer system, we will create a utility rate model using Microsoft Excel. This model can be used by City management when setting water and sewer rates. When completed, this model will be delivered to you and become the property of the City of Oak Park. We will meet with City employees to obtain information necessary for creation of the model. Once the model is completed, we will attend one City Council meeting to present the results of the model. Updating the model in future years will be the responsibility of the City of Oak Park unless Plante Moran is otherwise engaged to do so. Our work will be performed under your direction and supervision.

Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend, plus all necessary travel and out-of-pocket costs we incur. Our fee for this engagement will be based on the actual time that Plante Moran staff expend at our current hourly rates, which, subject to the terms and conditions of the accompanying Professional Services Agreement, is expected to be within the range of \$15,000 to \$20,000. This fee will not exceed \$20,000, unless additional meetings or presentations are requested by the City. For any meetings in excess of the scope defined above, we will invoice the City for time incurred at our standard hourly rates.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



Beth A. Bialy

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Oak Park and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Oak Park

Erik Tungate

Date

Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated April 29, 2015 between Plante & Moran, PLLC (referred to herein as "PM") and City of Oak Park (referred to herein as "Oak Park").

1. **Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions. Further, Oak Park acknowledges that Oak Park is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; Oak Park is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement. Accordingly, PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise. Oak Park has designated Erik Tungate, City Manager to oversee the services PM will provide. Oversight includes evaluating the adequacy and the results of the services PM will provide and accepting responsibility for the results of those services.
2. **Review and Supervision** – Oak Park understands and acknowledges that all PM staff assigned to this project are working solely at Oak Park's direction and agree that all work performed will be subject to the same supervision, review and approval practices that Oak Park undertakes with its own staff. It is further understood that the work of PM staff assigned to this project is not being reviewed by any other person at PM and that Oak Park supervision, review and approval practices will include review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Oak Park. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Oak Park financial statements or any other items, including Oak Park's internal controls. If Oak Park requires financial statements or other financial information for third-party use, or if Oak Park requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Oak Park agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Oak Park. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Oak Park of any such matters that come to its attention.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Oak Park and provide Oak Park with any observations related to PM's services that PM believes warrant Oak Park's attention. PM also will provide Oak Park with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Oak Park's request. PM will not issue a written report as a result of this engagement and Oak Park agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Oak Park's purposes.
5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Oak Park, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Oak Park, and PM will not use such information for any purpose other than our consulting engagement or disclose such information to any other person or entity without the prior written consent of Oak Park.

In some circumstances, PM may use third-party service providers to assist with our engagement. . PM will inform Oak Park if it intends to use a third-party service provider. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating PM's services to Oak Park, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Oak Park recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Oak Park and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in

Professional Services Agreement – Temporary Finance Assistance

which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Oak Park in a timely manner of such request and to cooperate with Oak Park should it attempt, at Oak Park's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Oak Park as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Oak Park's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Oak Park acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. This assistance includes availability and cooperation of those Oak Park personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Oak Park's failure to provide information necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Oak Park in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM's invoices for the services provided are due on the agreed-upon dates. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of our consulting work. Oak Park agrees that in the event PM stops work or terminates this Agreement as a result of Oak Park's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Oak Park acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
9. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Oak Park will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
10. **Hold Harmless and Indemnification** – As a condition of this engagement, City of Oak Park agrees to hold PM, and all of its partners and staff, harmless against any losses, claims, damages, or liabilities, to which PM may become subject in connection with services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of its partners or staff. This hold harmless includes the agreement to reimburse PM for any legal or other expenses incurred by PM, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities. This provision shall survive any termination of this engagement.
11. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Oak

Professional Services Agreement – Temporary Finance Assistance

Park understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with Oak Park. If PM becomes aware of any conflicts of interest during the course of the engagement, PM will immediately disclose that fact to Oak Park upon discovery.

12. **Agreement Not to Influence** – Oak Park and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Oak Park agrees that PM employees are not "contract for hire." PM may release Oak Park from these restrictions if Oak Park agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
13. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services