

# Oak Park

# City Council Agenda

September 19, 2016





**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**36<sup>th</sup> CITY COUNCIL**  
**OAK PARK, MICHIGAN**  
**September 19, 2016**  
**7:00 PM**

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**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

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

- A. Regular Council Meeting Minutes of September 6, 2016
- B. Special Council Meeting Minutes of September 6, 2016
- C. Planning Commission Meeting Minutes of August 8, 2016
- D. Recycling & Environmental Conservation Commission Meeting Minutes of June 16, 2016
- E. 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
- F. Request to approve Payment Application No. 5 (final) to Doetsch Environmental Services for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605 for the total amount of \$1,000.00
- G. Request to advertise for bids for the City Complex Fencing Project, M-656
- H. Payment of invoices from Orchard, Hiltz & McCliment (OHM) for 9 Mile Road Conceptual Plan & Traffic Analysis, CE Oak Park Blvd./Lincoln Rehab, Traffic Signal Optimization and CE Traffic Signal Construction in the total amount of \$131,138.92
- I. Request to cancel the regularly scheduled Zoning Board of Appeals Meeting of September 27, 2016 due to the lack of scheduled business
- J. Licenses - New and Renewals as submitted for September 19, 2016

**6. RECOGNITION OF VISITING ELECTED OFFICIALS**

**7. SPECIAL RECOGNITION/PRESENTATIONS:**

- A. Oath of Office for newly appointed Board & Commission members

**8. PUBLIC HEARINGS: None**

**9. COMMUNICATIONS: None**

**10. SPECIAL LICENSES:**

- A. Request for a Special Event License and waiver of the application fee as submitted by Oak Park School District, 13900 Granzon, for the Annual Homecoming Parade to be held on Friday, October 7, 2016

**11. ACCOUNTING REPORTS:**

- A. Approval for payment of an invoice submitted by Howard L. Shifman, P.C., for legal services retainer for October 1, 2016 thru December 31, 2016 in the total amount of \$15,000.00
- B. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,448.45

**12. BIDS:**

- A. Request to award the bid for the 2016 Sewer Cleaning and Television Inspection Project, M-641 to Doetch Environmental Services of Warren, MI for the amount of \$171,275.00

**13. ORDINANCES:**

- A. First reading of an ordinance to amend Chapter 22, Businesses, by adding a new Article XIV, Smoking Lounges, to License and Regulate Smoking Lounges and Facilities commonly described as Tobacco Retail Specialty Shops, Cigar Bars, Zero Nicotine Establishments, Hookah Lounges and Bars, and other Smoking Facilities by any other name for the public health, safety and welfare of the City of Oak Park and persons within its jurisdictional boundaries
- B. First reading of a proposed text amendment to the City of Oak Park Zoning Ordinance, Article VIII, B-2, General Business District, Section 801 Permitted Uses (The text amendment would allow Smoking Lounges as a permitted use)

**14. CITY ATTORNEY**

**15. CITY MANAGER:**

**Public Safety**

- A. Request to approve the Public Safety Answering Point Agreement with Oakland County
- B. Request to approve the Amended Michigan Mutual Aid Box Alarm System Association Agreement

**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  
36<sup>th</sup> OAK PARK CITY COUNCIL  
September 6, 2016  
7:00 PM**

**MINUTES**

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

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

**ABSENT:** Council Member Speech

**OTHERS**

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

**APPROVAL OF AGENDA:**

**CM-09-306-16 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH AN  
ADDITION – APPROVED**

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

- Item #10B, Special Event License request for the Annual Vernon Street Block Party

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

**MOTION DECLARED ADOPTED**

**CONSENT AGENDA:**

**CM-09-307-16 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED**

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

- A. Regular Council Meeting Minutes of August 18, 2016 **CM-09-308-16**
- B. Zoning Board of Appeals Meeting Minutes of April 26, 2016 **CM-09-309-16**
- C. Planning Commission Meeting Minutes of May 9, 2016 **CM-09-310-16**
- D. Corridor Improvement Authority Board Meeting Minutes of June 16, 2016 **CM-09-311-16**
- E. Request by The Bettye Harris Larynx Cancer Awareness Center to be recognized as a nonprofit organization for the purpose of obtaining a charitable gaming license **CM-09-312-16**

- F. Payment Application No. 1 in the amount of \$189,008.98 to Pro-Line Paving Corp. for the Scotia Resurfacing Project, M-642 **CM-09-313-16**
- G. Payment Application No. 1 in the amount of \$124,331.87 to Troelsen Excavating Company for the 2016 Sewer Lateral & Catch Basin Repair Project, M-648 **CM-09-314-16**
- H. Beautification Advisory Commission Resolution and nominee recommendations for year 2016 Beautification Awards **CM-09-315-16**
- G. Licenses - New and Renewals as submitted for September 6, 2016 **CM-09-316-16**

**MERCHANT'S LICENSES – September 6, 2016  
 (Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
FED EX	21200 GREENFIELD	\$150	EXPRESS MAIL SERVICE
DTOWN GRILLZ	21700 GREENFIELD #348	\$150	BARBERSHOP
 <b><u>RENEWALS</u></b>			
COMPLETE PARKING LOT MAINT.	20600 COOLIDGE	\$225	TRUCK REPAIR
HUNTINGTON CLEANERS	8775 CAPITAL	\$225	DRY CLEANERS
UPI REAL ESTATE	12900 CAPITAL	\$225	REAL ESTATE SALES

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

**MOTION DECLARED ADOPTED**

**RECOGNITION OF VISITING ELECTED OFFICIALS:** None

**SPECIAL RECOGNITION/PRESENTATIONS:**

**(AGENDA ITEM #7A) City Manager Employee Recognition.** City Manager Tungate presented an Employee Recognition Award to Charli Osborne from the Oak Park Library.

**PUBLIC HEARINGS:** None

**COMMUNICATIONS:** None

**SPECIAL LICENSES:**

**CM-09-317-16            (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – SENECA STREET BLOCK PARTY – APPROVED**

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

<b>Name</b>	<b>Event</b>	<b>Fees</b>
Thomas Zerafa	Seneca Street Block Party, 24320 Seneca September 11, 2016	Waived

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

**MOTION DECLARED ADOPTED**

**CM-09-318-16            (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – VERNON STREET BLOCK PARTY – APPROVED**

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to approve the following Special Event license subject to all departmental approvals:

<b>Name</b>	<b>Event</b>	<b>Fees</b>
Shawna Gobel	Vernon Street Block Party September 18, 2016	Waived

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

**MOTION DECLARED ADOPTED**

**ACCOUNTING REPORTS:**

**CM-09-319-16            (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES AS SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$14,332.30 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve payment of invoices #462586, #462902 and #462903 as submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,332.30.

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

**MOTION DECLARED ADOPTED**

**BIDS:**

**CM-09-320-16            (AGENDA ITEM #12A) BID AWARD FOR THE 2016 MISCELLANEOUS CONCRETE PROJECT, M-644 TO ROTONDO CONSTRUCTION INC. OF FARMINGTON HILLS, MI FOR THE AMOUNT OF \$276,453.00 AND TO AUTHORIZE \$26,453.00 FROM THE WATER & SEWER FUND TO BE USED TO FUND A PORTION OF THE PROJECT - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to award the bid for the 2016 Miscellaneous Concrete Project, M-644 to Rotondo Construction Inc. of Farmington Hills, MI for the amount of \$276,453.00 and to authorize \$26,453.00 from the Water & Sewer Fund to be used to fund a portion of the project

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

**MOTION DECLARED ADOPTED**

Assistant City Manager Yee reported that at the July 18, 2016 regular meeting of the Oak Park City Council, the request to bid the 2016 Miscellaneous Concrete Project, M-644 was approved (CM-07-261-16). The project was advertised and 39 contractors viewed the documents. On August 22, 2016, 6 bids were received and opened. The low bidder, Rotondo Construction, Inc. of Farmington Hills, MI, submitted a bid of \$276,453.00. References were checked and all had positive responses.

Mr. Yee indicated this project will replace sections of damaged pavement from water & sewer breaks, along with other patches throughout the City. This is a joint project and will also replace sidewalk sections in the City of Pleasant Ridge as part of their sidewalk replacement program, along with other reimbursable sidewalk based on complaints from our sidewalk evaluations. He stated further that there is a budget of \$250,000 for this project and any overage will be reimbursed from sidewalk invoices through the Oak Park or Pleasant Ridge sidewalk programs. It is requested that \$26,453 be used from the Water & Sewer Fund Balance to fund this project until the reimbursement takes place.

**ORDINANCES:** None

**CITY ATTORNEY:** None

**CITY MANAGER:**

**Department of Public Works**

**CM-09-321-16 (AGENDA ITEM #15A) REQUEST TO APPROVE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE MIDEAL BID FOR THE PURCHASE OF TWO MARKED POLICE VEHICLES - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the Public Works Department to participate in the MIDEAL bid for the purchase of two marked police vehicles for the total purchase price of \$81,267.00.

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

**MOTION DECLARED ADOPTED**

Assistant City Manager Yee reviewed the proposal to purchase two marked police vehicles using the MIDEAL pre-bid contract. Funding for the purchase has been allocated in the Motor Pool Capital Outlay account.

## Finance

### (AGENDA ITEM #15B) Year End 60 Day Financial Report

Finance Director Johnson presented a report highlighting revenue and expenditure activity for the fiscal year ended June 30, 2016. He indicated as required by section 2.32 of the City Code, all departments are required to submit their preliminary financial results to the City Manager within 60 days after year end and the City Manager is to prepare a summary report for the mayor and city council. The following is a summary of the highlights for all funds of the City.

#### GENERAL FUND

Total revenues for the fiscal year totaled approximately \$20.75 million which was \$8,356 better than the amended budget and an increase from prior fiscal years total of \$20.22 million. Expenditures for the fiscal year totaled \$20.51 million which is approximately \$248,000 less than budgeted and approximately \$815,000 more than prior year. Overall most departmental expenditure budgets came in under budget. The following are some of the significant items worth noting for the General Fund:

- City continued to address the unfunded retiree healthcare liability (OPEB) by making an extra contribution (over and above pay-as-you-go) to the OPEB Fund of \$900,000.
- City continued to address the unfunded pension liability by making an extra contribution (over and above the required actuarial determined amount) of more than \$200,000.
- In anticipation of future capital needs, a contribution to the capital improvement fund was made totaling \$150,000.

Overall the General Fund net revenues over expenditures of \$247,697 will increase fund balance from \$3,430,752 at June 30, 2015 to an estimated \$3,678,449 at June 30, 2016. The projected fund balance at June 30, 2016 represents approximately 17.9% of annual expenditures and remains within targeted levels.

#### SPECIAL REVENUE FUND

Overall all special revenue accounts are ended the year on track with the final amended budgets and the following are some of the significant items worth noting:

Major and Local Street Funds – A special allocation by the State for roads resulted in a favorable revenue variance of approximately \$325,000. Both funds have favorable expenditure variances primarily due to construction projects that began during the year but were not complete at year-end and will require a budget amendment in the 16/17 fiscal year.

Solid Waste Fund – This fund is financed by a dedicated property tax levy and quarterly fees charged to our customer and is used to pay monthly trash and related charges. The fund ended the year similar to prior year with a minor increase in fund balance.

COPS Grant Fund – The grant ended at June 30, 2016 with overall revenue and expenditures totaling approximately \$398,000. The costs related to the officers that were funded by this grant will be paid from by the General Fund beginning July 1, 2016.

#### DEBT SERVICE FUNDS

The City levies dedicated property tax levies to fund most debt and these funds are used to track all revenues and related debt payments on the bonds. Overall collections and debt service payments were in line with the final amended budget. The City during the past fiscal year did refinance the 2006 road

bonds which will result in more than \$1 million savings over the remaining life of the bonds and will also result in an annual decrease in the number of mills that need to be levied annually.

#### CAPITAL PROJECT FUNDS

These funds are used to account costs related to certain capital projects throughout the City. As stated under the General Fund the City did set aside \$150,000 in the capital improvement fund for future projects. Overall expenditure were consistent with the final amended budget with the Road Bond Construction Fund and the Municipal Complex Fund both spending the majority of the remaining bond funds that were on hand.

#### ENTERPRISE FUND

The Water and Sewer Fund is a full accrual fund with cash flow being one of the most important measures of the funds health. During the year ended June 30, 2016 the fund generated sufficient cash flow to cover operating, maintenance, debt and capital costs and was within budgeted amounts.

#### INTERNAL SERVICE FUNDS

These funds are used to account for certain costs such as insurance, workers compensation and motor pool which are subsequently allocated/charged to all funds of the City.

Risk Management - Overall the City experienced a significant increase in workers compensation and general liability insurance costs from approximately \$270,000 in prior year to \$461,000 in the current year. The costs increase in incorporated citywide in all funds of the City.

Retiree Healthcare Court - The City is self-insured and experienced a significant increase in insurance costs related to court retirees from approximately \$250,000 in prior year to \$466,000 in the current year. The costs increase in incorporated in the Court Fund which is partially subsidized by the General Fund.

#### PROPRIETARY FUNDS

Retiree Healthcare (OPEB) – As noted in the General Fund, the City made an extra \$900,000 contribution to this for the year ended June 30, 2016. The estimated ending fund balance to offset the substantial OPEB liability totals \$2,580,000 at June 30, 2016.

General and Public Safety Retirement Systems – The City made the required actuarial contributions plus an extra contribution of more than \$200,000 for the year ended June 30, 2016. Overall both systems saw a net decrease in fund reserves due to unfavorable investment returns which total approximately \$2 million for the General and \$1.96 million for the Public Safety Funds.

#### **(AGENDA ITEM #15C) 4<sup>th</sup> Quarter Fiscal 2015/2016 Investment Report**

Finance Director Carl Johnson reported that the State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20 of 1943. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City at June 30, 2016.

The fourth quarter investment report shows total citywide cash and investments of \$18,678,498 including cash in the operating account of \$3,269,844, short-term investments in the Oakland County Investment Pool of \$6,062,559 and long-term investments totaling \$9,346,095. The City has maximized investment return on short-term cash by utilizing the Oakland County Investment Pool and minimizing

the amount maintained in the checking and daily depository accounts. Interest income for the months of April through June 2016 totaled \$72,399 bringing the citywide total for the 2016 fiscal year to \$214,146.

**CALL TO THE AUDIENCE:**

Joyce Bannon, 10611 Troy, commented on the articles in the most recent Branch newsletter.

**CALL TO THE COUNCIL:**

**Mayor Pro Tem Burns** thanked everyone for coming out and thanked the staff and participants of the artist reception that took place in the City Hall lobby.

**Council Member Radner** thanked everyone for coming out and wished everyone a good night.

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

**Mayor McClellan** congratulated the Arts and Cultural Commission for putting on the artist reception and recapped city events and activities that took place this summer.

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:58 P.M.

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T. Edwin Norris, City Clerk

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Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN  
SPECIAL COUNCIL MEETING OF THE  
36<sup>th</sup> OAK PARK CITY COUNCIL  
September 6, 2016  
5:30 P.M.**

## MINUTES

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

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

The Special Meeting was called to order by Mayor McClellan at 5:30 P.M.

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

**ABSENT:** Council Member Speech

**ALSO PRESENT:** City Manager Tungate, City Clerk Norris, City Attorney Duff, Deputy City Clerk Brown, Assistant to the City Manager McLain

### SPECIAL BUSINESS:

**(AGENDA ITEM #3A) Interviews of candidates for appointments to City Board and Commissions.**

Members of Council interviewed the following individuals for positions with various boards and commissions:

Regina Weiss  
Joel Rubinoff  
Stephanie Crawford  
Alexander Simpson  
Marjace Miles  
Idella Bailey  
Sarah Davidson

**SCM-09-304-16      APPONTMENTS TO BOARDS AND COMMISSIONS  
- APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to make the following appointments to city boards and commissions:

Regina Weiss	Ethnic Advisory Commission
Stephanie Crawford	Ethnic Advisory Commission
Alexander Simpson	Recreation Advisory Board

Marjace Miles                      Recreation Advisory Board  
Idella Bailey                      Beautification Advisory Commission  
Sarah Davidson                    Arts and Cultural Commission

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

**MOTION DECLARED ADOPTED**

**(AGENDA ITEM #3B) Reappointments to City Boards and Commissions**

Deputy City Clerk Brown presented information regarding members of boards and commissions whose terms expired on August 31, 2016. Council discussed the information to determine who to reappoint.

**SCM-09-305-16                      (AGENDA ITEM #3B) REAPPPOINTMENTS AND LETTERS OF APPRECIATION TO MEMBERS OF BOARDS AND COMMISSIONS – APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to authorize the following reappointments of members to boards and commissions and letters of appreciation for service to members not being reappointed:

**Reappointments to City Boards and Commissions:**

<b>APPOINTEE</b>	<b>BOARD</b>	<b>TERM TO EXPIRE</b>
Tannis Cummings	Board of Review	August 2019
Phyllis Mackay	Board of Review	August 2019
Ken Gaynor	Emergency Services Council	August 2019
Avi Snider	Ethnic Advisory Commission	August 2018
Lonnie Tabb Upshaw	Ethnic Advisory Commission	August 2018
Juanita Bell	Independence Day Commission	August 2019
Demetra Johnson	Independence Day Commission	August 2019
Mara Starr	Independence Day Commission	August 2019
Ben Vineburg	Independence Day Commission	August 2019
Barb Weiskopf	Independence Day Commission	August 2019
Jim Weiskopf	Independence Day Commission	August 2019
Beverly Wiggins	Independence Day Commission	August 2019
Linda Francisco	Library Board	August 2021
Michael Eizelman	Planning Commission	August 2019
Howard Tkatch	Planning Commission	August 2019
Brian Brown	Recreation Advisory Board	August 2019
Dwight Thomas	Recreation Advisory Board	August 2019

Jessica Caswell	Recycling & Environmental Conservation Comm.	August 2019
Alvin Lewis	Recycling & Environmental Conservation Comm.	August 2018
Richard Readus	Recycling & Environmental Conservation Comm.	August 2019
Donald Cohen	Zoning Board of Appeals	August 2019

**Letters of appreciation to members not being reappointed:**

Carl Allwood	Ethnic Advisory Commission
Christopher Davis	Ethnic Advisory Commission
Teresa Taylor	Independence Day Commission

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

**MOTION DECLARED ADOPTED**

**CALL TO THE AUDIENCE:**

There were no members of the audience wishing to speak.

**ADJOURNMENT:**

The Special Meeting adjourned at 6:35 p.m.

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

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

**CITY OF OAK PARK PLANNING COMMISSION  
AUGUST 8, 2016  
MINUTES**

Meeting was called to order at 7:30 p.m., in the City Council Chambers, Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Torgow and roll call was made.

**PRESENT:** Chairperson Torgow  
Vice Chairperson Brown  
Commissioner Burns  
Commissioner Eizelman  
Commissioner Seligson  
Commissioner Tungate  
Commissioner Walters-Gill

**ABSENT:** Commissioner McClellan  
Commissioner Tkatch

**OTHERS PRESENT:** City Planner, Kevin Rulkowski  
Community & Economic Development Director, Kimberly Marrone  
Recording Secretary, Cherilynn Brown

**APPROVAL OF AGENDA OF AUGUST 8, 2016** – no action taken

**APPROVAL OF MINUTES OF MAY 9, 2016 - APPROVED**

**MOTION by Walters-Gill, SECONDED by Seligson, to approve** the Planning Commission meeting minutes of May 9, 2016 as submitted.

**VOTE:** Yes: All  
No: None

**MOTION CARRIED**

**COMMUNICATIONS/CORRESPONDENCE:**

**A. Memorandum on Administrative Approval of Jefferson Oaks Site Plan amendment.**

<b>TO:</b>	<b>Planning Commission members</b>	<b>DATE:</b>	August 3, 2016
<b>FROM:</b>	Kevin Rulkowski, AICP, City Planner	<b>FILE:</b>	Planning/Jefferson Oaks site plan update
<b>SUBJECT:</b>	Community Housing Network, Jefferson Oaks - update on minor Site Plan changes.		

*Recently it was discovered that a fiber optic cable leading to the existing cell tower in the middle of Community Housing Network's (CHN) Jefferson Oaks project was not in the correct location (outside of an designated easement). The cost to move the fiber optic cable is extremely high, so as an alternative, CHN requested approval to make some minor Site Plan changes to accommodate the existing location of the fiber optic cable. Attached are two Site Plans dated August 3, 2015 (Planning Commission approved*

*plan) and June 1, 2016 (the proposed modified plan). The June 2016 Site Plan slides one four-unit building to the west and re-locates the access road 85 feet to the east. The number of housing units remains the same but six parking spaces are created with the change. In addition, access to a dumpster is improved, the main drive is straightened (Public Safety thinks this is a positive), and interior parking spaces moved nearer the existing school and play area.*

*Because this is considered a minor change (no increase in the intensity of the use or reduction in parking) the Zoning Ordinance allows for Administrative Approval of the Site Plan amendment. The Department has approved the Site Plan amendment and no action is required by the Planning Commission on this item.*

**PUBLIC HEARING:** None

**CONSENT AGENDA:** No Items Eligible This Month

**OLD BUSINESS:** None

**NEW BUSINESS**

**1) Master Plan revision update.**

City Planner Rulkowski referenced his memo dated August 3, 2016:

*As part of the process to revise the Master Plan, we will be providing the Planning Commission with current demographic information on the City to assist in future plan direction.*

*Attached to this memorandum is data from the Census and SEMCOG (Southeast Michigan Council of Governments) regarding trends and the current make-up of the City's population.*

*Also included are some pages from the Master Plan for Future Land Use developed in 1973 that I thought you would find interesting.*

*Please review the demographic information and share your thoughts on the information at the meeting.*

Community and Economic Development Director Marrone noted residential surveys have been conducted and public meetings have been held. She requested the Commission form a subcommittee to bring ideas to the Planning Commission as a whole.

Erik Tungate, Joe Brown and Howard Tkatch were suggested as members of the subcommittee.

Commissioner Burns commented on the decrease in residents in the under 50 demographic.

**PLANNING COMMISSION MATTERS FOR DISCUSSION** – from members only.

Ms. Marrone provided brief updates on the status of Lincoln Center and the armory site.

**PUBLIC COMMENTS:** None

**ADJOURNMENT**

There being no further business, Chairperson Torgow adjourned the meeting at 7:40 p.m.

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Cherilynn Brown, Recording Secretary

OAK PARK  
RECYCLING & ENVIRONMENTAL CONSERVATION COMMISSION

**MEETING MINUTES**

5D

Meeting date: Thursday, 06/16/16 7 pm  
Location: Oak Park Community Center

In Attendance:

Members Present: Paul Bannon, Jes Caswell, Clarissa Clemons,  
Carolyn Davis, Denise Trombly

Mayor Pro-Tem: Carolyn Burns

Volunteer Naturalist: Doris Applebaum

Guest: Joyce Bannon

DPW Representative: Gary Shermetaro

Members Absent: Al Lewis, Angela Mitchell, Rich Readus

- A) Meeting called to order at 7:09 pm by Commission Co Carolyn Davis
- B) Commission approved the minutes of the 4/21/16 meeting.
- C) Recap of the 4/23/16 Electronics recycling/Paper Shredding event. Carolyn Davis, Jes Caswell and Denise Trombly volunteered their time at the event. Although resident turnout was good it was slower than the same event last fall. The next Electronics Recycling event is scheduled for September 18<sup>th</sup>.
- D) Recap of 'Arbor Day' event at Frederick Douglass International Academy. Due to poor weather conditions on April 29<sup>th</sup>, the event was rescheduled to May 6<sup>th</sup>. The event was well attended by students, staff, Principal Faisel and many parents. Mayor McClellan and several Oak Park Department Director were on hand. FDIA students planted two trees in honor of Arbor Day.
- E) Sunflower Project Update – Gary Shermetaro explained that 4,000 sunflower plants and 10,000 sunflower seeds had been planted in 44 flower beds throughout the City. The beds had previously been cut out and prepped by DPW staff. DPW staff along with volunteers performed the plantings.
- F) July 4<sup>th</sup> Independence Day event – Denise Trombly, Paul Bannon and Doris Applebaum volunteered to work the Recycle Commission table for a few hours.
- G) 'Green Business Initiative' – plans to send out a second mailing were tabled for the August Commission meeting.

Open discussion:

Mayor Pro Tem Carolyn Burns discussed many updates to the Oak Park website

Denise Trombly asked if the Oak Park sign at 11 Mile / Greenfield was completed

Clarissa Clemons asked when the contractor redoing Oak Park Boulevard would be back to complete the work.

Gary Shermetaro communicated to the group that staff from DPW had just completed planting 60 trees throughout the City.

Meeting Adjourned at 8:37 pm



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

**AGENDA OF:** September 19, 2016

**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 \$44,556.34 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

2016-2017 WINTER MAINTENANCE AGREEMENT  
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2016, 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 \$44,556.34, 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 2016  
50% in March, 2017

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, 2016, 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, 2017, 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  
2016-2017  
CITY OF OAK PARK

EXHIBIT A

10 MILE ROAD

Extending from Woodward Avenue to Greenfield	
4.92 miles at \$3,649.62 per mile	\$ 17,956.13
0.53 miles at \$6,386.85 per mile	<u>\$ 3,193.43</u>
TOTAL	<u>\$ 21,341.16</u>

GREENFIELD ROAD

Extending from Eight Mile Road to Eleven Mile Road	
0.28 miles at \$6,386.85	\$ 1,788.32
2.72 miles at \$7,877.52	<u>\$21,426.85</u>
TOTAL	<u>\$23,215.17</u>

TWO LANES

(\$3,649.62 per mile)	
4.92 miles	\$17,956.13

FOUR OR FIVE LANES

(\$6,386.85 per mile)	
0.81 miles	\$ 5,173.35

SIX OR MORE LANES

(\$7,877.52 per mile)	
2.72 miles	\$21,426.85

<b>TOTAL</b>	<b>8.45 MILES</b>	<b><u>\$44,556.34</u></b>
--------------	-------------------	---------------------------

50% in December, 2016	\$22,278.17
50% in March, 2017	<u>\$22,278.17</u>
	<u><u>\$44,556.34</u></u>

**EXHIBIT B**

**2016-2017 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:

<b>Bodily Injury and Property Damage Liability:</b> Each Person                \$1,000,000 Each Occurrence        \$1,000,000	or: <b>Combined Single Limit:</b> 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.



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

**AGENDA OF:** September 19, 2016

**AGENDA #**

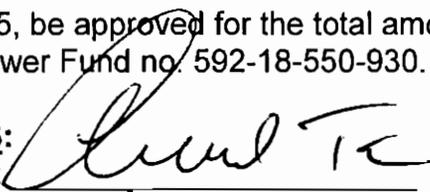
**SUBJECT:** Payment Application no. 5 (final) for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605.

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

**SUMMARY:** Attached is Payment Application no. 5 (final) for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605. This project cleaned and televised sewers in the section shown on the attached map. This project is now 100% complete.

<b>FINANCIAL STATEMENT:</b>	Original Contract Amount:	\$191,850.00
	Change Order no. 1:	\$ 8,423.50
	Current Contract Amount:	\$200,273.50
	Total Completed to Date:	\$200,273.50
	Less Retainage:	\$ 0.00
	Net Earned:	\$200,273.50
	Deductions:	\$ 0.00
	Balance:	\$200,273.50
	Payments to Date:	\$199,273.50
	Amount Due Doetsch Environmental:	\$ 1,000.00

**RECOMMENDED ACTION:** It is recommended that Payment Application no. 5 (final) to Doetsch Environmental Services for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605, be approved for the total amount of \$1,000.00. Funding is available in the Water and Sewer Fund no. 592-18-550-930.

**APPROVALS:**  
City Manager: 

Department Director: 

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

**EXHIBITS:** Payment Application no. 5 (final), map of area

**PAYMENT APPLICATION**

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

**JOB NUMBER:** M-605

**OWNER:** CITY OF OAK PARK, MICHIGAN

**APPLICATION NO.:** 5 (FINAL)

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

**PERIOD ENDING:** 5/18/2016

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	6,100	LFT	\$1.25	0	\$0.00	6,906	\$8,632.50
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	4,600	LFT	\$1.25	0	\$0.00	4,737	\$5,921.25
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	30,500	LFT	\$1.25	0	\$0.00	30,535	\$38,168.75
4	MEDIUM 15" SEWER CLEANING & TV INSPECTION	20,100	LFT	\$1.25	0	\$0.00	21,128	\$26,410.00
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	12,150	LFT	\$1.50	0	\$0.00	12,203	\$18,304.50
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	2,900	LFT	\$1.75	0	\$0.00	2,887	\$5,052.25
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	4,500	LFT	\$1.75	0	\$0.00	4,203	\$7,355.25
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	2,800	LFT	\$2.00	0	\$0.00	2,929	\$5,858.00
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	2,700	LFT	\$3.50	0	\$0.00	2,812	\$9,842.00
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	500	LFT	\$3.50	0	\$0.00	492	\$1,722.00
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	2,700	LFT	\$4.00	0	\$0.00	3,767	\$15,068.00
12	SEWER LATERAL PROTRUDING LEAD CUTTING	5	EA	\$100.00	0	\$0.00	0	\$0.00
13	CATCH BASIN STRUCTURE CLEANING	630	EA	\$55.00	0	\$0.00	621	\$34,155.00
14	CATCH BASIN LEAD CLEANING & TV INSEPTION	14,200	LFT	\$1.50	0	\$0.00	15,856	\$23,784.00

Period Total Amount: **\$0.00**      Amount to Date: **\$200,273.50**

Earnings This Period: **\$0.00**

Original Contract Amount **\$191,850.00**  
Change Order #1: **\$8,423.50**  
Current Contract Amount: **\$200,273.50**

Total Earnings to Date: **\$200,273.50**  
Less Retainage: **\$0.00**  
Net Earned: **\$200,273.50**  
Deductions: **\$0.00**  
Balance: **\$200,273.50**  
Payments to Date: **\$199,273.50**

**AMOUNT DUE DOETSCH ENVIRONMENTAL SERVICES: \$1,000.00**

Accepted By:

  
Doetsch Environmental Services

Date:

9/6/2016

Approved By:

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

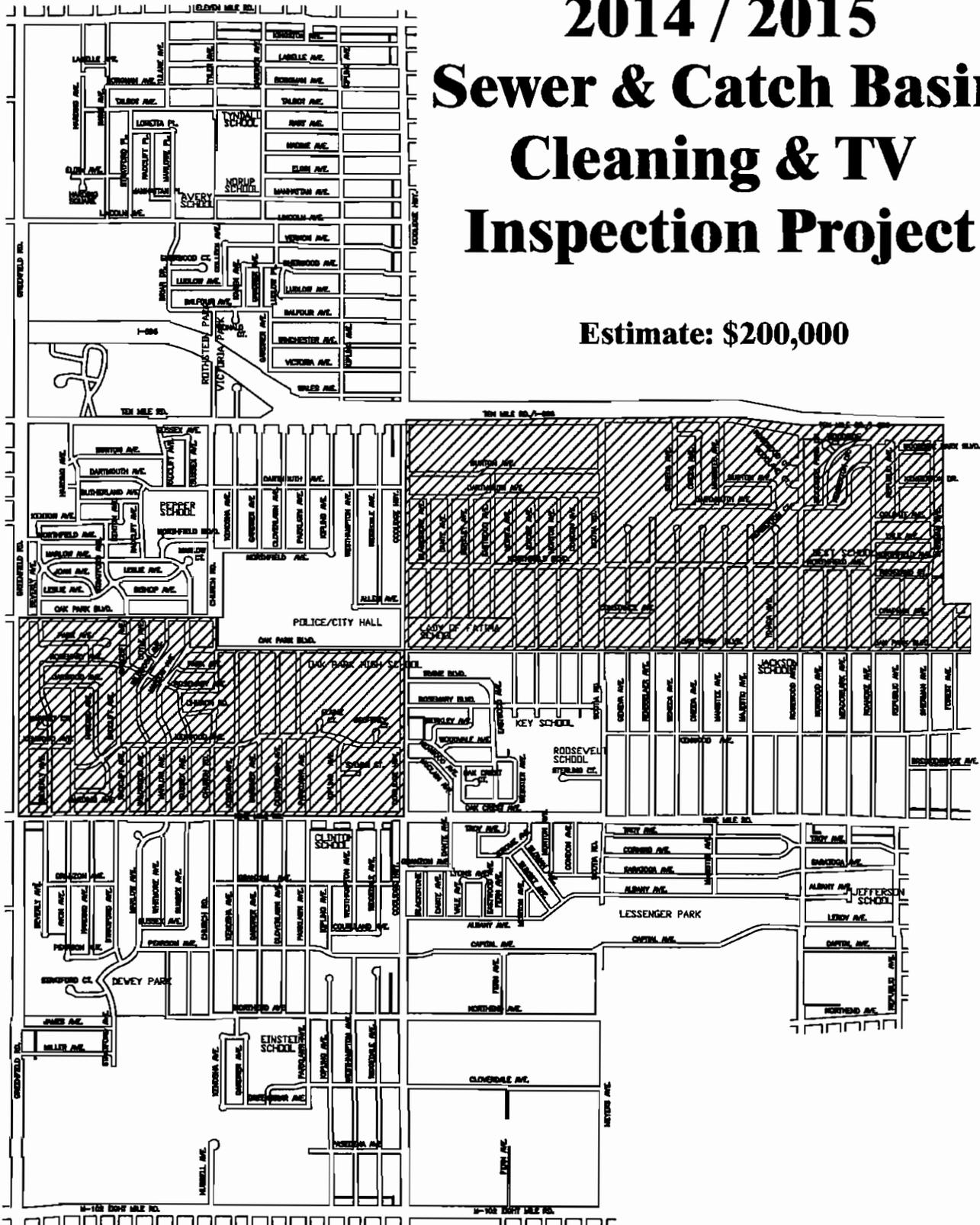
Date:

9/8/2016

# City of Oak Park

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

Estimate: \$200,000





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

**AGENDA OF:** September 19, 2016

**AGENDA #**

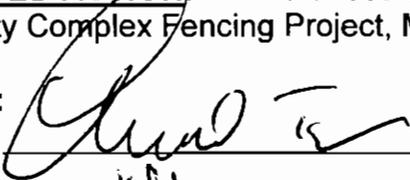
**SUBJECT:** Request authorization to bid the City Complex Fencing Project, M-656.

**DEPARTMENT:** DPW – KJY

**SUMMARY:** Plans and specifications are nearly complete for the City Complex Fencing Project, M-656. This project will place new black vinyl coated chain link fencing around the City employee parking lot behind City Hall and to the west, a decorative fence for the court parking lot adjacent to Coolidge, along with 3 operable gates and one manual gate as shown on the attached drawings.

**FINANCIAL STATEMENT:** This project is not budgeted. We will propose a budget amendment from the fund balances of the Municipal Building (court) Construction Fund and the City Building Fund balances.

**RECOMMENDED ACTION:** It is recommended that the request to advertise for bids for the City Complex Fencing Project, M-656 be approved.

**APPROVALS:**  
City Manager: 

Department Director: 

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

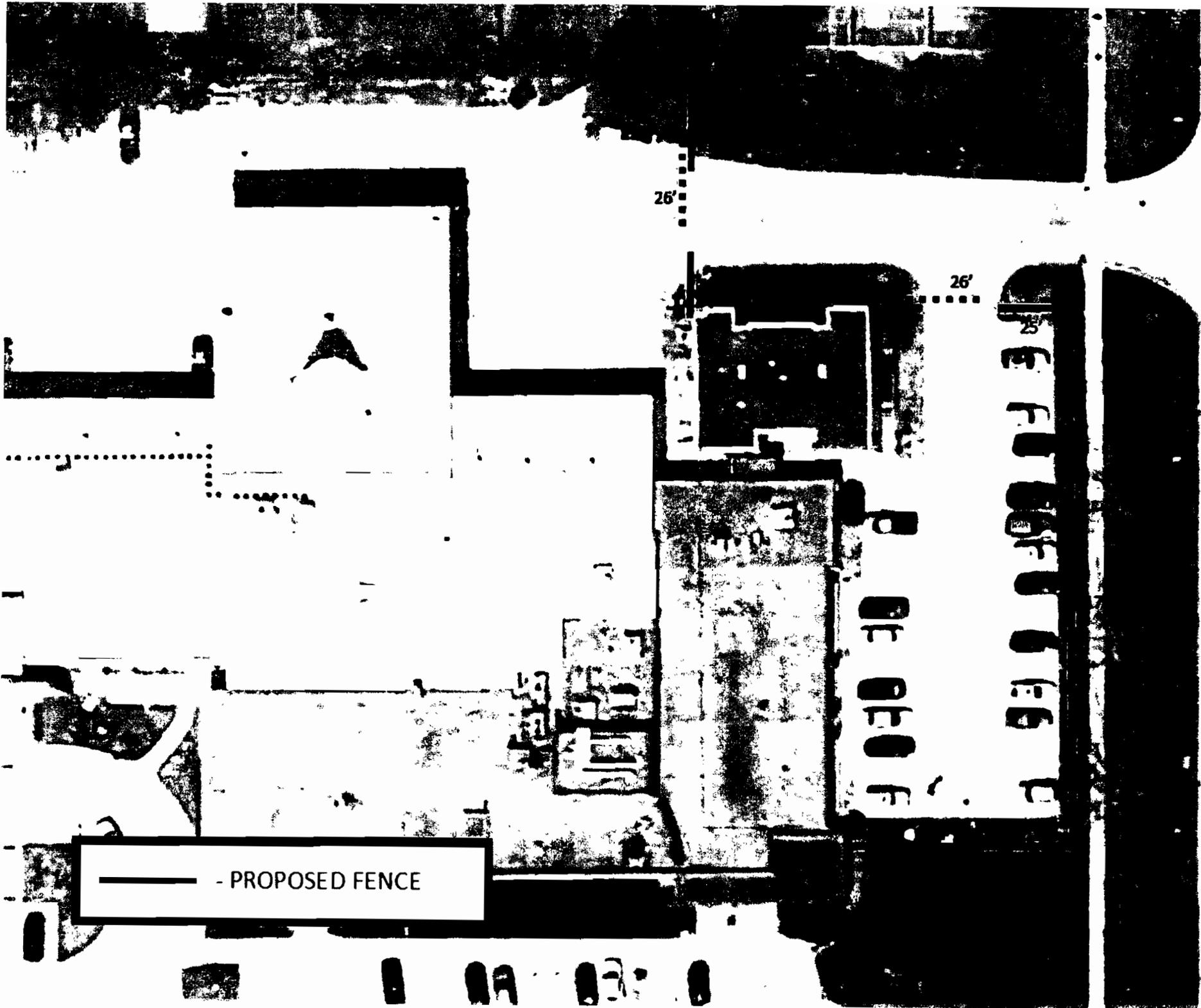
**EXHIBITS:** map

17'

35'

30'

— - PROPOSED FENCE



26'

26'

25'

— - PROPOSED FENCE



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

**AGENDA OF:** September 19, 2016

**AGENDA #**

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

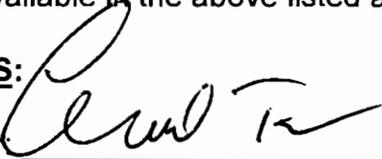
**DEPARTMENT:** DPW/Technical & Planning – Engineering *KJY*

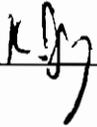
**SUMMARY:** Attached are invoices from Orchard, Hiltz & McCliment for the project listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
9 Mile Road Conceptual Plan & Traffic Analysis	\$8,555.50	\$48,891.25	\$57,446.75	\$57,500.00	202-18-479-801
CE – Oak Park Blvd & Lincoln Rehab	\$91,702.15	\$65,244.65	\$156,946.80	\$223,736.00	202-18-479-801
Traffic Signal Optimization	\$3,067.51	\$85,993.72	\$91,194.59	\$184,662.88	202-18-474-801
CE – Traffic Signal Construction	\$27,813.76	\$119,284.50	\$147,098.26	\$159,401.02	202-18-474-801
<b>Totals</b>	<b>\$131,138.92</b>	<b>\$319,414.12</b>	<b>\$452,686.40</b>	<b>\$625,299.90</b>	

**RECOMMENDED ACTION:** It is recommended that the invoices from OHM for the above listed projects be approved for the total amount of \$131,138.92. Funding is available in the above listed account.

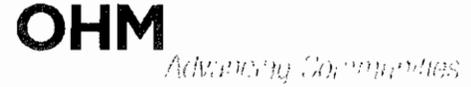
**APPROVALS:**

City Manager: 

Department Director: 

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

**EXHIBITS:** Invoices



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

**Invoice Date:** 08/26/2016  
**Invoice #:** 180192  
**Project:** 0037-16-0011

**Project Name:** 9 Mile Road Concept Plans & Traffic Analysis

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**For Professional Services Rendered through: 8/13/2016**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
0037160011 Professional Services	57,500.00	54,444.75	3,055.25	3,002.00
			<b>Amount Due This Invoice **</b>	<b>3,002.00</b>

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**REMIT TO:**

OHM Advisors  
34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



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

**Invoice Date:** 07/28/2016  
**Invoice #:** 179445  
**Project:** 0037-16-0011

**Project Name:** 9 Mile Road Concept Plans & Traffic Analysis

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**For Professional Services Rendered through: 7/16/2016**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
0037160011 Professional Services	57,500.00	48,891.25	8,608.75	5,553.50
			<b>Amount Due This Invoice **</b>	<b>5,553.50</b>

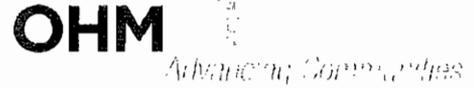
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**REMIT TO:**

OHM Advisors  
34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



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

**Invoice Date:** 08/09/2016  
**Invoice #:** 179723  
**Project:** 0037-15-0060

**Project Name:** Signal Optimization of 36 Locations

Progress Billing #9 Percent Complete 60%

---

**For Professional Services Rendered through: 7/23/2016**

**Analysis of Costs**

Direct Salaries	992.75
Overhead % 174.49	1,732.20
FCC % 0.85	8.46
Total Direct Personnel	2,733.41
Total Other Direct Charges	
Total Costs	2,733.41
Fixed Fee	2,467.46
Total Charges/Fees	<u>5,200.87</u>
<b>Amount Due This Invoice **</b>	<b><u>5,200.87</u></b>

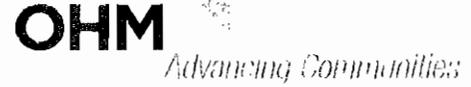
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**REMIT TO:**

OHM Advisors  
34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



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

**Invoice Date:** 08/01/2016  
**Invoice #:** 179566  
**Project:** 0037-15-0043

**Project Name:** CE - Oak Park Federal Aid Patching

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**For Professional Services Rendered through: 7/23/2016**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Const CA/CE	175,736.00	53,581.75	122,154.25	34,352.00
Transportation	10,000.00	3,964.00	6,036.00	2,501.75
Subconsultant	38,000.00	7,698.90	30,301.10	7,381.88
			<b>Amount Due This Invoice **</b>	<b>44,235.63</b>

---

**REMIT TO:**

OHM Advisors  
34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



*OHM Advisors, Inc.*

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

**Invoice Date:** 09/01/2016  
**Invoice #:** 180280  
**Project:** 0037-15-0043

**Project Name:** CE - Oak Park Federal Aid Patching

**For Professional Services Rendered through: 8/20/2016**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Const CA/CE	175,736.00	87,933.75	87,802.25	38,025.00
Transportation	10,000.00	6,465.75	3,534.25	247.50
Subconsultant	38,000.00	15,080.78	22,919.22	9,194.02
<b>Amount Due This Invoice **</b>				<b>47,466.52</b>

**REMIT TO:**

OHM Advisors  
34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



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

**Invoice Date:** 08/09/2016  
**Invoice #:** 179722  
**Project:** 0037-14-0023

**Project Name:** CE Services for 8 Traffic Signals

Progress Billing #6 Percent Complete 100%

---

**For Professional Services Rendered through: 7/23/2016**

**Analysis of Costs**

Direct Salaries	7,458.82
Overhead % 174.49	13,014.95
FCC % 0.85	63.47
Total Direct Personnel	20,537.24
Total Other Direct Charges	4,487.00
Total Costs	25,024.24
Fixed Fee	2,789.52
Total Charges/Fees	<u>27,813.76</u>
<b>Amount Due This Invoice **</b>	<b><u>27,813.76</u></b>

---

**REMIT TO:**

OHM Advisors

34000 PLYMOUTH RD  
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 19, 2016**AGENDA #****SUBJECT:** Request to cancel the September 27, 2016 Zoning Board of Appeals meeting.**DEPARTMENT:** Community & Economic Development, Planning Division**SUMMARY:** The Chairperson of the Zoning Board of Appeals is requesting the September 27, 2016 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 September 27, 2016, regularly scheduled meeting.**APPROVALS:**

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

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

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

**EXHIBITS:**

**MERCHANT'S LICENSES – SEPTEMBER 19, 2016****(Subject to All Departmental Approvals)**

<b><u>NEW MERCHANT</u></b>	<b><u>ADDRESS</u></b>	<b><u>FEE</u></b>	<b><u>BUSINESS TYPE</u></b>
Legacy Clothing	8511 Nine Mile	\$150	Clothing Sales

<b><u>RENEWALS</u></b>	<b><u>ADDRESS</u></b>	<b><u>FEE</u></b>	<b><u>BUSINESS TYPE</u></b>
Pretty Savvy Boutique	21910 Greenfield #106	\$150	Clothing Sales
RCH Cable/Superity	21340 Coolidge	\$150	Cable Sales

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

Today's Date: 9-9-2016

**Applicant Information**

Applicant/Business Name: Oak Park School District / Oak Park High School

Applicant/Business Address: 13900 Granzon Street, Oak Park, MI 48237

Phone number: 248-336-7706 E-Mail Address: dcolber@oakparkschools.org

Relation of applicant to business: Superintendent

Has applicant ever been convicted of a felony?  Yes  No

**Owner Information**

Owner or manager of site: Same As Above Phone: \_\_\_\_\_

Names and addresses of partners or officers of corporation:

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

**Event Information**

Proposed date(s) of event: 10-7-2016 Has this event been held previously?  Yes  No

Address or location of event: Start at Oak Park High School 13701 Oak Park Blvd. The band will lead the parade. The parade begins at the entrance of the high school student parking lot on Oak Park Blvd. west on Oak Park Blvd., right on Church St. Is this a City owned park? left on Marlow Street, left on Elm Street and east on Oak Park Blvd. City Streets

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

Nature, purpose, and detailed description of event: Annual Oak Park High School Homecoming Parade

Will the event be open to the public?  Yes  No

If yes, please describe how so: Students, Parents, Staff, and Residents will line up along the parade route.

Estimated number of people attending event? 300-400 Hours of Event: 4:00 PM - 5:00 PM

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

Where will the parade participants be walking?  Sidewalks  Streets

*Parade  
Flyer  
Attached*

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

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

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

**Food Services**

Will food or beverages be sold at event?  Yes  No, if yes please list type(s) of food to be sold:

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

Will the food be prepackaged or prepared on site: N/A

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

**Mechanical Amusement**

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

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

\_\_\_\_\_

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

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

**Technical/Support**

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

\_\_\_\_\_

\_\_\_\_\_

Will sanitary facilities be required at event?  Yes  No

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

\_\_\_\_\_

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

\_\_\_\_\_

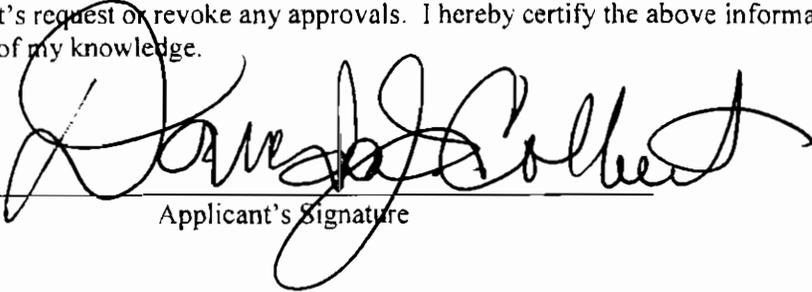
\_\_\_\_\_

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

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

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

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



Applicant's Signature

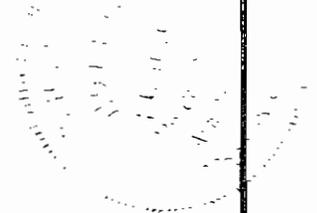
State of Michigan

County of <sup>SS</sup> Oakland

Subscribed and sworn to before me, a Notary Public this 13<sup>th</sup> day of September 2016, by Sara Morris

My Commission expires August 24, 2020 Sara Morris  
Notary Public

SARA MORRIS  
Notary Public - Michigan  
Macomb County  
My Commission Expires Aug 24, 2020  
Acting in the County of Oakland



Oak Park School District

# Homecoming Parade Family & Friends Fun Day!

Friday, October 7, 2016 - 4:00 PM

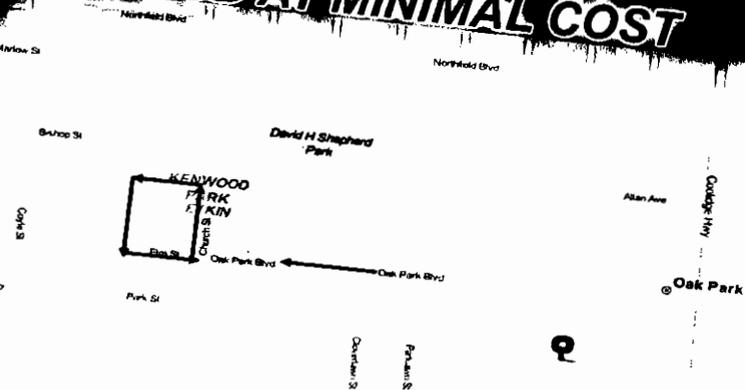
See you at the parade  
and family and friends fun day!

You are invited

Oak Park Knights vs.  
Farmington Harrison Hawks  
Football Game  
at 6:00 pm

Calling all Oak Park School District students and families, alumni, residents, businesses, etc. to stand along the parade route. There's still time to place your organization and/or business, car club, etc. in the

FREE RIDES & FUN  
FOOD AT MINIMAL COST



**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**Oak Park Homecoming Parade**

**DATE: October 7, 2016**

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>TECHNICAL AND PLANNING</b> <i>Rob Barrett</i>	N/A	0	\$0
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Public Safety to provide (4) Officers to assist with blocking off the route during the parade and to provide security at the Homecoming Football Game.	1hr. for parade and 2.5-3 hrs. for security at the football game	School to be billed at the appropriate cost to cover overtime for (4) Public Safety Officers for entire event (parade and football game)
<b>RECREATION</b> <i>Laurie Stasiak</i>	N/A	N/A	N/A
<b>DPW</b> <i>Kevin J. Yee</i>	Drop off/pick-up barricades (Public Safety will set them up and break them down for actual parade)	3	\$100 (regular time, no OT needed)
<b>ADDITIONAL</b> <i>Administration</i>			\$100 application fee Waived

*Law Offices of*  
**HOWARD L. SHIFMAN, P.C.**

*Suite 200*  
*Birmingham, MI 48009*  
**Phone: (248) 642-2383**  
**Fax: (248) 642-1932**

**Howard L. Shifman**  
**E-mail: [hshifman@howardlshifmanpc.com](mailto:hshifman@howardlshifmanpc.com)**

**Robert Nyovich - Of Counsel**

**Brandon Fournier**  
**E-mail: [bfournier@howardlshifmanpc.com](mailto:bfournier@howardlshifmanpc.com)**

**PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

September 1, 2016

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

Re: City of Oak Park/ Invoice for Retainer – October 1, 2016 – December 31,  
 2016

Dear Mr. Tungate:

Enclosed please find our invoice for services per Retainer Agreement.

Invoice No. 12740

City of Oak Park – General Labor Matters	\$ 15,000.00 _____
<b>TOTAL</b>	<b>\$ 15,000.00</b>

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

**HOWARD L. SHIFMAN, P.C.**

Howard L. Shifman

HLS/jdf

---

**GARAN  
LUCOW  
MILLER P.C.**


---

1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207  
313-446-1530  
**2016**  
Tax I.D. 38-1879991

**Invoice 463561****September 14,**

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

*Re: In Re: City of Oak Park*

*Client 7406  
Matter 1*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Wednesday, August 31, 2016

**\$11,667.00****Fee Total****Costs Advanced:**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
07/28/16	Reproduction Charges 15 @ 0.15	2.25
08/03/16	Reproduction Charges 16 @ 0.15	2.40
08/03/16	Reproduction Charges 16 @ 0.15	2.40
08/17/16	Reproduction Charges 15 @ 0.15	2.25
08/29/16	Fee to 45th District Court for Motion fee.	20.00
08/31/16	Reproduction Charges 3 @ 0.15	0.45
08/31/16	Reproduction Charges 4 @ 0.15	0.60
	<b>Total Costs Advanced</b>	<b>\$30.35</b>

**Total Fees and Disbursements: \$11,697.35**

*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.*

---

**GARAN  
LUCOW  
MILLER P.C.**

---

1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207  
313-446-1530  
**2016**  
Tax I.D. 38-1879991

**Invoice 463562**

**September 14,**

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

*Re: Harmony Montessori Center v City of Oak  
Park*

*Client 7406  
Matter 4*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Wednesday, August 31, 2016

**\$286.00**

**Fee Total**

**Total Costs Advanced**

**\$0.00**

**Total Fees and Disbursements: \$286.00**

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

**GARAN  
LUCOW  
MILLER P.C.**  
GARAN LUCOW MILLER P.C. IS AN EQUAL OPPORTUNITY FIRM

1155 Brewery Park Blvd, Ste 200  
Detroit, Michigan 48207  
313-446-1530  
**2016**  
Tax I.D. 38-1879991

**Invoice 463563**

**September 14,**

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

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

*Client 7406  
Matter 31*

**Statement for City Attorney Legal Services**

For Legal Services Rendered Through Wednesday, August 31, 2016

**\$2,464.50**

**Fee Total**

**Costs Advanced:**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
08/15/16	Reproduction Charges 4 @ 0.15	0.60
	<b>Total Costs Advanced</b>	<b>\$0.60</b>

**Total Fees and Disbursements: \$2,465.10**

*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:** September 19, 2016 **AGENDA #**

**SUBJECT:** Report on bids for the 2016 Sewer Cleaning and Television Inspection Project, M-641.

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

**SUMMARY:** At the July 18, 2016 regular meeting of the Oak Park City Council, the request to bid the 2016 Sewer Cleaning and Television Inspection Project, M-641 was approved (CM-07-262-16). The project was advertised and 24 contractors viewed the documents. On September 6, 2016, 7 bids were received and opened. The low bidder, Doetsch Environmental Services of Warren, MI, submitted a bid of \$171,275.00. References were checked and all had positive responses.

This project will clean and televise sewers in the area shown on the attached map.

**FINANCIAL STATEMENT:** There is \$250,000 budgeted for this project in the 2016-17 budget.

**RECOMMENDED ACTION:** It is recommended City Council award the bid for the 2016 Sewer Cleaning and Television Inspection Project, M-641 to Doetsch Environmental Services of Warren, MI for the amount of \$171,275.00. Funding is available in the Water & Sewer Fund for this project.

**APPROVALS:**

City Manager: *[Signature]*

Department Director: *[Signature]*

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

**EXHIBITS:** Bid tabulation, map

**BID TABULATION**

2016 SEWER & CATCH BASIN CLEANING AND TV INSPECTION PROJECT, M-641				DOETSCH ENVIRONMENTAL SERVICES 21221 MULLIN AVE WARREN, MI 48089		UNITED RESOURCE 32940 CAPITOL ST. LIVONIA, MI 48150		MI-TECH 46 S. ROLLING MEADOWS DR FOND DA LAC, WI 54937		PIPETEK INFRASTRUCTURE SERVICES 861 WILLIAM ST. PLYMOUTH, MI 48170	
BID OPENING DATE: TUESDAY, SEPTEMBER 6, 2016											
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Medium 6"-12" Sewer Cleaning	17,850	LFT	\$ 1.00	\$ 17,850.00	\$ 0.80	\$ 14,280.00	\$ 1.20	\$ 21,420.00	\$ 1.25	\$ 22,312.50
2	Medium 15"-21" Sewer Cleaning	19,150	LFT	\$ 1.00	\$ 19,150.00	\$ 1.25	\$ 23,937.50	\$ 1.45	\$ 27,767.50	\$ 2.00	\$ 38,300.00
3	Medium 24"-36" Sewer Cleaning	8,025	LFT	\$ 1.00	\$ 8,025.00	\$ 1.78	\$ 14,284.50	\$ 1.85	\$ 14,846.25	\$ 3.50	\$ 28,087.50
4	Medium 42"-48" Sewer Cleaning	925	LFT	\$ 1.00	\$ 925.00	\$ 3.39	\$ 3,135.75	\$ 3.50	\$ 3,237.50	\$ 10.00	\$ 9,250.00
5	Catch Basin Lead Cleaning	4,750	LFT	\$ 0.50	\$ 2,375.00	\$ 0.80	\$ 3,800.00	\$ 1.40	\$ 6,650.00	\$ 4.00	\$ 19,000.00
6	Final 6"-12" TV Inspection	35,700	LFT	\$ 1.00	\$ 35,700.00	\$ 1.11	\$ 39,627.00	\$ 1.15	\$ 41,055.00	\$ 0.90	\$ 32,130.00
7	Final 15"-21" TV Inspection	38,300	LFT	\$ 1.00	\$ 38,300.00	\$ 1.11	\$ 42,513.00	\$ 1.15	\$ 44,045.00	\$ 0.95	\$ 36,385.00
8	Final 24"-36" TV Inspection	16,050	LFT	\$ 1.00	\$ 16,050.00	\$ 1.11	\$ 17,815.50	\$ 1.15	\$ 18,457.50	\$ 1.05	\$ 16,852.50
9	Final 42"-48" TV Inspection	1,850	LFT	\$ 1.00	\$ 1,850.00	\$ 1.11	\$ 2,053.50	\$ 1.50	\$ 2,775.00	\$ 1.25	\$ 2,312.50
10	Final Catch Basin TV Inspection	9,500	LFT	\$ 1.00	\$ 9,500.00	\$ 1.11	\$ 10,545.00	\$ 1.75	\$ 16,625.00	\$ 1.25	\$ 11,875.00
11	Catch Basin Structure Cleaning	425	EA	\$ 50.00	\$ 21,250.00	\$ 50.00	\$ 21,250.00	\$ 85.00	\$ 36,125.00	\$ 55.00	\$ 23,375.00
12	Sewer Lateral Protruding Lead Cutting	30	EA	\$ 10.00	\$ 300.00	\$ 35.00	\$ 1,050.00	\$ 250.00	\$ 7,500.00	\$ 250.00	\$ 7,500.00
				<b>TOTAL COST</b>	<b>\$ 171,275.00</b>		<b>\$ 194,291.75</b>		<b>\$ 240,503.75</b>		<b>\$ 247,380.00</b>

**OTHER BIDDERS**

D.V.M UTILITIES, INC	\$ 249,966.25
ADVANCED UNDERGROUND INSPECTION, LLC	\$ 299,530.00
LANZO TRENCHLESS TECHNOLOGIES	\$ 750,343.60



**PROPOSED ORDINANCE****SMOKING LOUNGES – FIRST READING**

PROPOSED ORDINANCE TO AMEND CHAPTER 22. BUSINESSES, BY ADDING A NEW ARTICLE XIV, SMOKING LOUNGES, TO LICENSE AND REGULATE SMOKING LOUNGES AND FACILITIES COMMONLY DESCRIBED AS TOBACCO RETAIL SPECIALTY SHOPS, CIGAR BARS, ZERO NICOTINE ESTABLISHMENTS, HOOKAH LOUNGES AND BARS, AND OTHER SMOKING FACILITIES BY ANY OTHER NAME FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF OAK PARK AND PERSONS WITHIN ITS JURISDICTIONAL BOUNDARIES.

**CITY OF OAK PARK, MICHIGAN**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF OAK PARK BY PROVIDING REQUIREMENTS AND STANDARDS GOVERNING SMOKING LOUNGES AND FACILITIES COMMONLY DESCRIBED AS TOBACCO RETAIL SPECIALTY SHOPS, CIGAR BARS, ZERO NICOTINE ESTABLISHMENTS, HOOKAH LOUNGES AND BARS, AND OTHER SMOKING FACILITIES BY ANY OTHER NAME**

**AMEND CHAPTER 22. BUSINESSES, BY ADDING A NEW ARTICLE XIV, SMOKING LOUNGES.**

**THE CITY OF OAK PARK ORDAINS:**

**SECTION 1. ORDINANCE** - Chapter 22, Businesses, of the Code of Ordinances of the City of Oak Park is hereby amended by the addition of a new Article XIV, Smoking Lounges, which shall read as follows:

**Sec. 22-527. -- Purpose.**

On May 1, 2010, the State of Michigan implemented Public Act 188 of 2009 which bans tobacco smoking in all public places and worksites including, but not limited to, bars, restaurants, hospitals, hotels, shopping malls, and bowling alleys. The Oak Park City Council recognizes the harm caused by smoking tobacco and non-tobacco products (including second hand smoke), the state's mandate to move toward a totally smoke free environment, and the potential for negative impact on commercial development as a result of an area saturated with smoking lounges. Therefore, regulation and licensing of such establishments, and their employees, are necessary in the interest of the public welfare of the citizens of the city. This Article is designed to establish reasonable, objective, and uniform regulations to minimize the potential for adverse community impact relating to these establishments.

**Sec. 22-528. -- Definitions.**

The following definitions shall apply in the interpretation of this chapter:

*Cigar* shall mean any roll of tobacco weighing three (3) or more pounds per 1,000, which roll has a wrapper or cover consisting of tobacco.

*Cigar bar* shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of cigars that has a State issued exemption certificate.

*Disqualifying criminal act* shall mean any of the following:

- (1) Any of the following misdemeanor or felony offenses under any of the following statutes, as amended, for which less than seven (7) years elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:
  - i Michigan Penal Code, Chapter X, Arson and Burning;
  - ii Michigan Penal Code, Chapter XI, Assaults, except MCL 750.81(1) and (2);
  - iii Michigan Penal Code, Chapter XVII, Bribery and Corruption;
  - iv Michigan Penal Code, Chapter XXII, Compounding Offenses;
  - v Michigan Penal Code, Chapter XXVA, Criminal Enterprises;
  - vi Michigan Penal Code, Chapter XXVIII, Disorderly Persons;
  - vii Michigan Penal Code, Chapter XXXI, Embezzlement;
  - viii Michigan Penal Code, Chapter XXXIII, Explosives, Bombs, Harmful Devices;
  - ix Michigan Penal Code, Chapter XXXIV, Extortion;
  - x Michigan Penal Code, Chapter XLIII, Frauds and Cheats;
  - xi Michigan Penal Code, Chapter XLIV, Gambling;
  - xii Michigan Penal Code, Chapter XLV, Homicide;
  - xiii Michigan Penal Code, Chapter XLVIII, Indecency and Immorality;
  - xiv Michigan Penal Code, Chapter LVIII, Mayhem;
  - xv Michigan Penal Code, Chapter LXVII, Prostitution;
  - xvi Michigan Penal Code, Chapter LXVIIA, Human Trafficking;
  - xvii Michigan Penal Code, Chapter LXXVI, Sexual Conduct;
  - xviii Michigan Penal Code, Chapter LXXVIII, Robbery;
  - xix Michigan Penal Code, Chapter LXXXIII-A, Michigan Anti-Terrorism Act;
  - xx Michigan Compiled Laws, 333, Part 74, Controlled Substances – Offense and Penalties;
  - xxi Michigan Compiled Laws Section 205.27, Taxation-Prohibited Acts, including tax evasion;
- (2) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (3) Any offense enumerated in the City Code of Ordinances which substantially corresponds to one of the foregoing state offenses; or

- (4) Any offense in another jurisdiction that, had the predicate act(s) been committed in Michigan, would have constituted any of the foregoing offenses.

*Influential interest* shall mean any of the following:

- (1) actual power to operate or control the operation, management, or policies of a current or prospective business; include the manager of the prospective business, or
- (2) ownership of a financial interest in the business, or ownership of an interest that is ten percent (10%) or more of the total interest of a current or prospective business, including such business entities as a firm, partnership, limited partnership, association, limited liability company, or corporation; or
- (3) holding an office, such as president, vice president, secretary, treasurer, managing member, managing director, or similar position in a legal entity which operates a current or prospective business.

*Minor* shall mean any person under eighteen (18) years of age.

*Non-tobacco smoking products or substances* shall include any product or substance that can be consumed by smoking such as, but is not limited to: e-cigarettes, bidis, kreteks, clove cigarettes, herbal cigarettes, electronic and herbal hookah, steam stones, smoking gels or other smoked product.

*Premises* shall mean the location for which a smoking lounge establishment operates under a State issued exemption certificate and includes the land, and all improvements located thereon, including the primary building and all accessory and out-buildings, and is not limited to the smoking area.

*Sale* shall mean, the exchange, barter, traffic, furnishing, or giving away of tobacco products and non-tobacco smoking products and substances which is regulated by the State of Michigan and pursuant to this ordinance.

*Smoking lounge* shall mean an establishment, which has a State issued smoking ban exemption certificate, and that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term “smoking lounge” includes, but is not limited to, facilities commonly described as tobacco specialty stores, cigar bars and lounges, hookah cafés and lounges, tobacco bars and lounges, tobacco clubs or zero nicotine establishments.

*State* shall mean the State of Michigan.

*State issued exemption certificate* shall mean a valid exemption certificate issued by the State of Michigan for the premises, from the Public Act 188 of 2009 smoking in public ban which allows indoor smoking on the premises in compliance with the Act.

*Tobacco product* shall mean a product that contains tobacco and is intended for human consumption, including but not limited to, cigars, cigarettes, non-cigarette smoking tobacco or smokeless tobacco as defined by the Tobacco Products Tax Act, MCL 205.422.

*Tobacco specialty retail store* shall mean an establishment that has a State issued exemption certificate and for which the primary purpose is the retail sale of tobacco products, non-tobacco smoking products and substances, and smoking paraphernalia.

**Sec. 22-529. -- License Required.**

A person shall not operate a smoking lounge in the City without first obtaining a smoking lounge business license issued pursuant to the provisions of this ordinance.

**Sec. 22-530. -- License Procedure.**

- (a) Any applicant for a license shall present a fully completed application and a business license fee to the city clerk pursuant to chapter 22, businesses, of this Code. In addition, the city may also charge the applicant any additional out-of-pocket costs incurred in conducting background checks on the applicant and the applicant's employees, including fingerprint review by the department of state police. The applicant shall provide certification that the city will be held harmless in the event of litigation against the city involving the smoking lounge, and proof that the applicant has a policy of liability insurance issued by a company satisfactory to the city clerk, covering the smoking lounge in an amount not less than \$100,000.00, and proof that the insurance carrier will notify the city if the policy is canceled, suspended, revoked or lapses, and upon such notice the city clerk may at his or her discretion suspend the license pursuant to chapter 22 of this Code until such time as the insurance policy is renewed. The license issued shall be renewed by the licensee each year, and the business license fee paid, in accordance with the procedures set forth in chapter 22, businesses, of this Code.
- (b) Each application shall contain the information in subsections (b)(1)—(20). (Note: All provisions which refer to applicant include an applicant which may be a corporation or partnership. If an applicant is a corporation, the application requirements of this section shall apply to all the corporation officers and directors. In addition, shareholders owning more than ten percent of the stock of such corporation shall comply with these requirements unless otherwise provided. If an applicant is a partnership, the application requirements of this section shall apply to all the partners, both general and limited.)
  - (1) The business name, business address, zoning classification, legal description, parcel identification number, and all telephone numbers of the establishment or proposed establishment;
  - (2) A statement of the services to be provided;
  - (3) The true name, home address and telephone number of each applicant and whether the applicant is a sole proprietorship, partnership or corporation;
    - a. If applicant is a corporation, it shall set forth the name, residence address and telephone number of each of its officers and directors of said corporation and of each stock holder owning more than ten percent of the stock of the corporation. In addition, the address of the corporation itself, if different from the address of the establishment.

- b. If applicant is a partnership, it shall set forth the name, residence address and telephone number of each of the partners, including both general and limited partners. In addition, the address of the partnership itself, if different from the address of the establishment.
- (4) Proof that the applicant is at least 18 years of age, except that if the applicant is a corporation such proof shall apply only to the directors and officers of said corporation;
  - (5) The name and address of each person who is a secured or unsecured debtor and/or creditor of the applicant;
  - (6) The principal business of the proprietor of the proposed establishment if a sole proprietorship; if a partnership, the principal occupation of all partners; if a corporation, the principal enterprise of such corporation;
  - (7) The business name and address of any establishment, owned or operated by any person whose name is required to be given in subsection (b)(3) of this section wherein the business or profession of a smoking lounge is carried on;
  - (8) The smoking lounge or similar business license history of the applicant, whether the applicant is previously operating in this or another county or state has had a business license denied, revoked or suspended and the reason therefor. In the event the applicant has had a business license denied, revoked or suspended, the name and address of the agency denying, revoking or suspending the license;
  - (9) The business, occupation or employment of the applicant for the five years immediately preceding the date of application;
  - (10) How long the applicant has resided at its principal residence in the city. If not a resident of the city continuously for the last five years, previous principal residence addresses during that period. If the applicant is a partnership or corporation, the principal address for the partnership or corporation for the last five years;
  - (11) A description of any other business to be operated on the same premises or adjoining premises owned or controlled by the applicant;
  - (12) Whether the applicant or anyone owning an interest in the business or proposed business has ever been convicted of or forfeited bail to any crime, excluding minor traffic offenses. If so, state the charge and nature of the crime, the name and location of the court in which the case was filed, and if different, the name and location of the convicting court and the disposition thereof;
  - (13) A copy of the State issued exemption certificate for the premises; or if a transfer has been applied for, a copy of the application filed with the State;
  - (14) The name and business address of the designated local agent who is responsible to supervise the premises and activities and who is authorized to receive service of process.
  - (15) Authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license;

- (16) The names, current addresses and written statements of at least three bona fide permanent residents of the United States that the applicant is of good moral character. If applicant is able, the statements must be furnished from the residents of the city, then the state, and lastly from the rest of the United States. These references must be persons other than relatives and business associates;
  - (17) All assumed names or aliases which have been or are used by any person whose name appears on an application;
  - (18) Such other relevant identification and information necessary as the city clerk may reasonably require to discover the truth of the matters herein specified as required to be set forth in the application;
  - (19) A statement of whether any applicant has been convicted of or has plead guilty or nolo contendere to a disqualifying criminal act as defined in this article, and if so, specify each criminal act involved, including the date, place, and jurisdiction of each, as well as, the dates of conviction and release from confinement, where applicable.
  - (20) A statement as to whether any business in which an applicant has had an influential interest, has, in the previous seven (7) years, and at the time during which the applicant had the influential interest:
    - i. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
    - ii. Been subject to a court order of closure or padlocking;
- (c) *Signature required.* If a person who wishes to operate the business is an individual, the person shall sign the application. If a person who wishes to operate a business is other than an individual, each person with an influential interest in the business shall sign the application or a license as applicant.
  - (d) *Disclosure.* The information provided by an applicant in connection with an application for a license under this article shall be maintained by the City Clerk's Office and all personal information shall be deemed confidential and may be disclosed only as required by law or by court order.
  - (e) *Pre-existing businesses.* All smoking lounges operating pursuant to a valid certificate of occupancy on the effective date of this ordinance are hereby granted a de facto temporary license to continue operating for a period of one hundred and eighty (180) days following the effective date. During this period all smoking lounge businesses shall apply for a license pursuant to this article; and by the expiration date of the one hundred and eighty (180) days shall conform to all requirements for issuance of a license.
  - (f) *Application review.* Upon the filing of a completed application for a smoking lounge business, the City Clerk will accept the application for necessary investigations and for compliance with the requirements of all applicable ordinances and codes. The holder of a smoking lounge license shall notify the city clerk of each change in any of the data required to be furnished by this section within ten (10) days after such change occurs.
  - (g) The application shall be referred to the Department of Public Safety and Department of Technical and Planning Services for certification pursuant to chapter 22, and for

recommendations as to the approval or denial of the license. Their recommendations will be forwarded to the City Council and City Clerk.

- (1) The Public Safety Director shall recommend denial of an application for a license if the character, reputation, integrity, or physical or mental condition of the applicant or his/her employees is found to be inimical to the health, safety, moral or general welfare of the public. In making his determination hereunder, the Director of Public Safety shall consider:
    - a. Criminal history: All applicant's convictions, the reasons therefor, and the demeanor of the applicant subsequent to his release. A conviction of a felony or crime of moral turpitude shall be sufficient grounds to recommend denial.
    - b. License and permit history: The license and permit history of the applicant; whether such person has previously operated in this city or state or in another city or state under a license or permit; whether such person has had such license or permit revoked or suspended; the reasons therefor; and the demeanor of the applicant subsequent to such action.
    - c. Any information set forth in the application.
  - (2) The Department of Technical and Planning Services and the Department of Public Safety shall inspect the premises proposed to be devoted to the smoking lounge and shall make within a reasonable time separate recommendations to the City Manager concerning compliance with the requirements of this Code.
- (h) No license shall be issued until approval of the application therefor by the City Council and upon certification from the Department of Public Safety and the Department of Technical and Planning Services.

**Sec. 22 – 531. -- License fee, annual expiration.**

The business license fee for a smoking lounge shall be in the amount prescribed by the city council by ordinance or resolution. The license year shall be the period from the date of license issuance to December 31 next, inclusive, unless otherwise provided. All licenses issued for the license year shall expire on the thirty-first day of December unless suspended or revoked.

**Sec. 22 – 532. -- License renewal.**

Application to renew a license to operate a smoking lounge shall be filed at least thirty (30) days prior to the date of expiration. The application to renew a license shall be accompanied by a sworn affidavit by the applicants that the matters contained in the original application have not changed. The application shall be referred to the director of public safety, who shall investigate the criminal history of the applicant and any employees since the grant of the original license.

**Sec. 22 – 533. -- License grounds for suspension or revocation.**

The following shall be grounds for suspension or revocation of a license issued under the provisions of this chapter:

- (1) The license was procured by fraud or false representation of facts; or

- (2) The knowing violation of or failure to comply with the provisions of this chapter by the licensee or any of his servants, agents or employees and the conviction or bail forfeiture thereof; or
- (3) The conviction or bail forfeiture of a licensee for violation of a federal, state or local law, subsequent to the date of issuance of the license, relating to:
  - a. An offense involving the use of force or violence upon the person of another that amounts to a felony or misdemeanor; or
  - b. An offense involving sexual misconduct; or
  - c. An offense involving possession, use or sale of narcotics, dangerous drugs or alcoholic beverages; or
  - d. An offense involving dangerous weapons which amounts to a felony; or
  - e. An offense involving moral turpitude or the conviction or bail forfeiture of any of the licensee's servants, agents or employees of an offense involving moral turpitude committed on the premises in which the licensed establishment is located.
- (4) It is determined that the further operation of such establishment would be detrimental to the public health or welfare of the citizens of the city.

**Sec. 22 – 534. -- Denial.**

In the event the City Clerk issues a written notice to deny for failure to comply with the requirements of this Ordinance, the provisions of section 22-537 providing for an appeal hearing shall apply.

**Sec. 22 – 535. -- Suspension.**

The City Clerk shall suspend the license for a period of thirty (30) days if the licensee has knowingly violated this Ordinance or has knowingly allowed an employee to violate this Ordinance. Upon receiving notice of a violation, the Clerk shall issue a written notice to suspend, which shall include the grounds for suspension, the effective date of the suspension, and that the licensee may within twenty (20) days, request in writing, an appeal hearing before the City Council pursuant to the provisions of section 22-537. The suspension shall take effect twenty-one (21) days after the date of the notice of suspension.

**Sec. 22 – 536. -- Revocation, non-renewal.**

- (a) *Violation after previous suspension.* The City Clerk shall issue a written notice of revocation if the licensee knowingly violates this Ordinance or has knowingly allowed an employee to violate this Ordinance and the licensee's license has been suspended within the pervious twelve (12) month period.
- (b) *Grounds for revocation/non-renewal.* The City Clerk shall issue written notice to revoke or non-renewal of the license if:

- (1) The licensee would not meet the standards set forth in this Ordinance if the licensee were an applicant for a new license.
  - (2) The licensee has knowingly or recklessly allowed two (2) or more violations of the regulations of this Ordinance in the preceding twelve (12) month period.
  - (3) The licensee has knowingly or recklessly allowed a nuisance, as defined under the Revised Judicature Act, MCL 600.3801, to be maintained upon the premises.
  - (4) The subject premises have existing violations of building, zoning, plumbing, mechanical, electrical, health or fire prevention codes.
  - (5) The operation of the licensed establishment has resulted in a pattern of patron conduct in the neighborhood of the establishment that substantially disturbs the peace, order, and tranquility of the neighborhood.
  - (6) The licensee has failed to maintain the grounds and exterior of the licensee's establishment by allowing litter, debris, and/or refuse to unreasonably remain on the property or adjoining properties.
  - (7) The licensee knowingly or recklessly operated the business during a period of time when the license was suspended.
  - (8) The licensee has knowingly or recklessly engaged in illegal activity or allowed any illegal activity to occur in or on the licensed premises.
- (c) *Effect of appeal of conviction.* The fact that any relevant conviction is being appealed shall have no effect on the revocation/non-renewal of the license, provided that, if any conviction which serves as a basis of a license revocation/non-renewal is overturned or reversed on appeal, that conviction shall be treated as null and of no effect and the license shall be reinstated.
- (d) *Effective date.* The revocation/non-renewal shall not take effect for twenty-one (21) days from the date of the notice of revocation/non-renewal.
- (e) *Appeal.* The written notice to revoke/non-renewal, shall include the grounds for the revocation/non-renewal, the effective date of the revocation/non-renewal, and that the licensee may request in writing, within twenty (20) days of the date of the notice of suspension, or revocation/non-renewal, an appeal hearing before the City Council pursuant to the provisions of section 22-537. If not appealed, the suspension shall take effect twenty-one (21) days after the date of the notice of suspension.

**Sec. 22 – 537. -- Appeal hearing.**

- (a) *Notice of hearing.* Upon receipt of a request for appeal, the City Council shall provide the licensee with notice and an opportunity to be heard. The City Council shall serve notice upon the licensee by certified mail, no less than twenty (20) days prior to the hearing date. The notice shall state:
- (1) The date, time and place of the hearing.
  - (2) A statement that the licensee may present evidence and testimony, and may be represented by an attorney.

- (b) *Hearing and decision.* The hearing shall be conducted by the City Council and shall be open to the public. The City Council shall submit to the licensee a written statement of its findings, decision, specific grounds for its decision, and a statement that the decision may be appealed to a court of competent jurisdiction.

**Sec. 22 – 538. -- Inspections.**

- (a) A licensee or any employee, servant or agent shall make the licensed premises available for inspection by the director of public safety or his designees during regular business hours or when the licensed premises are occupied by the licensee or a servant, agent or employee of the licensee for the purpose of enforcing this chapter or other ordinances, or regulations of the city relating to the public health, safety and welfare. No duly authorized representative of the city shall be denied or refused entry to the premises for the purpose of making lawful inspections as authorized herein.
- (b) The person conducting any inspection shall have immediate access to the following information and shall have the right to inspect and copy the same:
  - (1) The list of all names and addresses of current employees including any other names for which that employee is known or may have used.
  - (2) Social security numbers of all current employees.
  - (3) All financial records showing current receipts and expenditures, specifically indicating daily and weekly receipts, type of expenditure made, bank account numbers in which all deposits are made, check register statements, bank statements and any other financial information kept and maintained in the normal and ordinary course of business.
- (c) To the extent permitted by law, copies of any information obtained hereunder and any information received by the city shall be kept confidential and is assumed to be privileged and not subject to public disclosure except however, as evidence in the commencement of any civil or criminal judicial proceeding or administrative hearing against the licensee or any agent, operator or manager.
- (d) Copies of any inspection report kept and maintained by the city arising from any inspection authorized hereunder, shall be provided to the licensee or any owner, operator or manager.

**Sec. 22 – 539. -- Mechanical ventilation required.**

Mechanical ventilation shall be supplied in compliance with the Michigan Mechanical Code to ensure sufficient ventilation of the smoking lounge. The recirculation and the natural ventilation of air from the smoking lounge is prohibited; and the air supplied to the smoking lounge shall be exhausted and discharged to an approved location in compliance with the Michigan Mechanical Code.

**Sec. 22 – 540. -- Storage lockers prohibited.**

Storage lockers shall be prohibited on the premises of a smoking lounge, except that onsite humidors may be permitted in the smoking area of a cigar bar.

**Sec. 22 – 541. -- Outdoor activities prohibited.**

There shall not be any outdoor activities, outdoor public admission events, or outdoor seating. The business activities shall be conducted wholly indoors. In no event shall designated onsite parking areas be used for any other purpose than parking of passenger vehicles. To ensure that the smoke is contained within the smoking area, all windows and doors shall remain closed to ensure that the smoke does not infiltrate nonsmoking areas and is not emitted to passersby.

**Sec. 22 – 542. -- Prohibited activities.**

It is unlawful for a licensee or local agent to knowingly violate the following regulations or to knowingly allow an employee, patron or any other person to violate the following regulations. The license or local agent shall remove anyone violating the following regulations:

- (a) *Minors prohibited.* No one shall be allowed on the premises of a smoking lounge business unless the individual is eighteen (18) years of age or older. The licensee and local agent shall ensure that identifications of individuals on the premises have been checked to determine that every individual is eighteen (18) years of age or older before entry into the premises. The exit doors shall be monitored to ensure that no one has attempted to gain secret entry into the premises. A sign shall be posted near the entrance stating “No one under the age of eighteen (18) allowed.”
- (b) *Alcoholic liquor.* No person shall sell, offer for sale, trade, provide, allow, possess, consume or attempt to consume any alcoholic liquor on the premises unless the licensee has obtained the appropriate license from the Liquor Control Commission pursuant to MCL 436.1101 *et seq.*, as amended, and this Code of Ordinances.
- (c) *Nudity prohibited.* No one shall be allowed on the premises of a smoking lounge business to appear nude or in a state of nudity as defined in section 6-125 of this article.
- (d) *Controlled substances prohibited.* It shall be unlawful to permit sales, offer for sale, trade, provide, allow, possession, consumption or attempt to consume any controlled substance on the premises in violation of Article 7 of the Public Health Code, MCL 333.1101 *et seq.*

**Sec. 22 – 543. -- Name of business.**

No person licensed to do business as provided in this chapter shall operate under any name or conduct his business under any designation not specified in his license.

**Sec. 22 – 544. -- Hours of operation.**

No smoking lounge shall be open to the public for business between the hours of 12:00 midnight and 8:00 a.m. No one shall be allowed on the premises except employees after 12:30 a.m. Only employees and/or contractors shall remain on the premises after closing and shall carry proof of employment.

**Sec. 22 – 545. -- Local agent on premises.**

The licensee, or the local agent designated in the application, shall remain on the premises while open for business to supervise the activities and shall be responsible to ensure compliance with the regulations of this article. In the event a licensee changes the local agent, the licensee shall immediately notify the Clerk in writing of the name and business address of the new local agent. All managers or local agents shall be over the age of twenty-one (21) years old.

**Sec. 22 – 546. -- Sale or transfer.**

(a) A licensee shall not transfer the license to another, nor shall a licensee operate a smoking lounge under the authority of a license at any place other than the address designated in the smoking lounge license application. Any transfer shall be grounds for suspension and revocation. A proposed transfer shall require a new application be filed and shall be subject to the same procedures, standards and fees required for a new license. Each location operated by a licensee requires a separate license.

(b) Approval of the transfer of a State issued exemption certificate by the State of Michigan shall not abrogate the requirement to apply for and obtain a smoking lounge license as required by this article. There shall be no transfer into the City of Oak Park of a State of Michigan Exemption Permit under the Dr. Ron. L. Davis Act of 2009; MCL 333.12601, *et seq.*, as amended.

**Sec. 22 – 547. -- Change of location.**

A change of location of any licensed premises shall be approved by the city clerk provided the requirements set forth herein as well as all other provisions of this code and state law are complied with.

**Sec. 22 – 548. -- Extension or expansion.**

Any extension or expansion of the licensed premises shall require inspection and shall require compliance with section 22-404 of this chapter.

**Sec. 22 – 549. -- Applicability of regulations to existing facilities.**

The provisions of this chapter shall be applicable to all persons and facilities described herein, whether the herein described activities were established before or after the effective date of this chapter and including any person or persons whose application is presently under consideration or investigation by the city.

**Sec. 22 – 550. -- Penalties and enforcements.**

(a) *Misdemeanor.* A person who violates or fails to comply with any of the provisions of this Ordinance shall be guilty of a misdemeanor, punishable by a maximum fine of Five Hundred Dollars (\$500.00) and/or a maximum of ninety (90) days imprisonment. Each day a violation is committed, or permitted to continue, it shall constitute a separate offense and shall be treated as a separate offense.

(b) *Civil proceedings.* The City Attorney or designee is hereby authorized to institute civil proceedings necessary for the enforcement of this Ordinance to restrain or correct ordinance violations, and for the recovery of costs and expenses incurred by the City, as authorized by law. Such proceedings, including injunctive relief, shall be brought in the name of the City, however, the institution of civil proceedings shall not preclude enforcement of misdemeanor, administrative, or any other proceeding authorized by ordinance, state or federal law.

**Secs. 22–551 -- 22-559. -- Reserved.**

**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.



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

**AGENDA OF:** September 19, 2016

**AGENDA #**

**SUBJECT:** Recommendation of the Planning Commission for a Zoning Ordinance text amendment to amend Article VIII, B-2, General Business District, Section 801 Permitted uses.

**DEPARTMENT:** Community & Economic Development, Planning Division

**SUMMARY:** At the May 9, 2016 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendment to the B-2, General Business District would allow as a permitted use Smoking Lounges.

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

**RECOMMENDED ACTION:** The City Council consider accepting the recommendation of the Planning Commission and conduct the first reading of the proposed text amendment to the City of Oak Park Zoning Ordinance, Article VIII, B-2, General Business District, Section 801 Permitted uses.

**APPROVALS:**

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

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

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

**EXHIBITS:** Memorandum, proposed ordinance for adoption.



CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 801, PERMITTED USES, OF ARTICLE VIII, B-2, GENERAL BUSINESS 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 VIII, B-2, General Business Districts, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to add the following:

Section 801. Permitted uses.

P. Smoking Lounges provided that:

- 1) The proposed Smoking Lounge is not located within 500 feet of a school, park, or place of worship.
- 2) The proposed Smoking Lounge is not located within 1,000 feet of any other Smoking Lounge.

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.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, 2016.

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T. Edwin Norris  
City Clerk

First Reading:  
Second Reading:  
Adopted:  
Published:



# CITY OF OAK PARK

Steve Cooper, Director  
Department of Public Safety

**Council Members**  
Keisha Speech  
Solomon Radner  
Ken Rich  
**City Manager**  
Erik Tungate

**AGENDA OF:** Sept 19, 2016

**AGENDA #**

**SUBJECT:** Public Safety Answering Point Agreement

**DEPARTMENT:** Public Safety

**SUMMARY:** The Department of Public Safety is in the process of replacing our current 911 Dispatch Center with our new system. The current system is old, antiquated and will no longer be supported by Oakland County. The costs for the new system has been budgeted for in the current 2016-2017FY budget. The County will be covering the costs for the new infrastructure which will connect directly into the new 911 Dispatch Center. The Public Safety Answering Point Agreement spells out the duties and responsibilities of the County and Oak Park Public Safety Department.

**FINANCIAL STATEMENT:** NA

**RECOMMENDED ACTION** That Council authorize the acceptance of the Public Safety Answering Point Agreement as presented.

**APPROVALS:**

**City Manager**

**Director:**

**Finance Director**

**EXHIBITS:** None

**PUBLIC SAFETY ANSWERING POINT AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
«Public\_Body»**

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This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the «Public\_Body», «Street\_Address» «City», «State» «Zip\_Code», ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

**INTRODUCTION/PURPOSE OF AGREEMENT.** The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the following. Since 1988, the County has been using the legacy copper network provided by the Incumbent Local Exchange Carrier (ILEC) for transport and to support the County 9-1-1 System. In order to prepare for the migration to Next Generation 9-1-1, the County will replace the legacy copper network with an Emergency Services IP Network ("ESInet"), which is defined in Section 1 of this Agreement. The ESInet will offer many advances in processing voice, text and related data elements associated with 9-1-1 calls, i.e., emergency requests, and will improve 9-1-1 Services for the residents of Oakland County. For optimum security, functionality, and operation of the ESInet, all Public Safety Answering Points ("PSAPs") participating in the County 9-1-1 Service Plan should use a common call processing equipment system, comprised of host call processing equipment and remote call processing equipment.

Because it is impractical and cost prohibitive for all PSAPs to construct and maintain separate ESInets, pursuant to the County 9-1-1 Plan, the County, through third parties, will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs to construct, implement, operate and maintain the ESInet and for the costs to host and interconnect common, remote call processing equipment, including software for the remote call processing equipment, to be paid through operating and/or technical surcharges. The Public Body will be responsible to purchase, pay for, and maintain the common remote call processing equipment.

The Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
  - 1.1. **9-1-1 Service** means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.
  - 1.2. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
  - 1.3. **Call Processing Equipment System ("CPE System")** means the Host Call Processing Equipment and the Remote Call Processing Equipment and any combination thereof.

- 1.4. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.5. **County 9-1-1 Service Plan/9-1-1 Plan** means the plan authorized and adopted by the Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.
- 1.6. **County 9-1-1 System/9-1-1 System** means the ESInet and the Call Processing Equipment System and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.
- 1.7. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.8. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.9. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.10. **Emergency Services IP Network ("ESInet")** means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services, which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.
- 1.11. **Exhibits** means the following document, which is fully incorporated into this Agreement: **Exhibit A: Diagram of ESInet demarcation.** Exhibit A is confidential and not subject to the Michigan Freedom Information Act, because it contains information of measures designed to protect the security or safety of persons or property, MCL 15.243(y)
- 1.12. **Host Call Processing Equipment ("Host CPE")** means (1) the hardware and equipment, including the provision of data centers, that is needed to operate, manage, host, and

interconnect the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

- 1.13. **Points of Contact** mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.14. **Public Body** means the «**Public Body**», including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.15. **Public Body Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.16. **Public Safety Answering Point ("PSAP")** means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).
- 1.17. **Remote Call Processing Equipment ("Remote CPE")** means the hardware and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the telephone service providers to the call taker/dispatcher and the 9-1-1 System.

## 2. **EFFECTIVE DATE & DURATION OF AGREEMENT & AMENDMENTS.**

- 2.1. **Effective Date of Agreement/Amendments.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Duration.** This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

## 3. **COUNTY RESPONSIBILITIES.**

- 3.1. **Provision and Maintenance of ESInet.** The County, through a third-party, shall construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment, to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct,

implement, operate, maintain, and repair the ESInet, including the demarcation equipment, will be paid by the County through technical and/or operational surcharge.

- 3.2. **Delivery of ESInet.** The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.
- 3.3. **Bandwidth for ESInet.** The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient.
- 3.4. **Provision and Maintenance of Host CPE.** The County, through a third-party, shall provide, pay for, maintain, and repair the Host CPE. All costs for the provision, maintenance, and repair of the Host CPE shall be paid by the County through technical and/or operational surcharges.
- 3.5. **Critical Spare Parts.** The County shall keep an inventory of critical spare parts for Remote CPE the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote CPE become non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.
- 3.6. **Back-Up PSAP.** The County will be creating a back-up PSAP. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first serve basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff's Operations Center at 248.858.4954.

#### 4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Provision of Remote CPE.** The Public Body shall be responsible to purchase and pay for the Remote CPE for the operation of its PSAP. The Remote CPE shall be purchased from the provider selected by the County. The County is requiring that all Remote CPE connected and running over the ESInet be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.
- 4.2. **Building Access.** The Public Body shall provide building access to the County and/or its contractors to allow for the construction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A.
- 4.3. **Maintenance and Repair of Remote CPE.** The Public Body shall be responsible for the maintenance, repair, and updating of the Remote CPE and the costs associated therein.
- 4.4. **Additional Responsibilities.** The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote CPE.

- 4.5. **Administrative Telephone Lines.** Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CPE System and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.
- 4.6. **Notification of Additional Purchases.** Thirty (30) days prior to the purchase of Remote CPE or components thereof, the Public Body shall give written notice to the County's Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote CPE over the ESInet and to provide support for the host/remote configuration.
- 4.7. **Updates to 9-1-1 Related Information.** Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geofiles, and required GIS datasets.
- 4.8. **Fees for ESInet.** The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the ESInet.
- 4.9. **Owner of Data.** Public Body is the owner of all data provided by Public Body.
- 4.10. **No Interference or Disruption.** Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the ESInet, the CPE System, the provision of 9-1-1 Services, and the County 9-1-1 System.
5. **Operational Workflow Management Procedure/Points of Contact.**
  - 5.1. **Operational Workflow Management Procedure.** The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure"). This Procedure sets forth the process of how the County, its contractor's, and the Public Body will approach and conduct security management, incident management, problem management, and change management related to the ESInet and Call Processing Equipment System. Upon execution of this Agreement, the County will provide the Public Body's Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.
  - 5.2. **Points of Contact.** The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.
6. **PAYMENTS.**
  - 6.1. **Additional Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or ESInet provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying,

producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

- 6.2. **Failure to Pay.** If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 6.3. **Interest Charge.** If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.4. **Other Rights.** Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

## 7. **ASSURANCES.**

- 7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. **Costs, Fines, and Fees for Misuse.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege,

power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.
- 7.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 7.9. **9-1-1 Services "As Is".** THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.10. **No Warranty for 9-1-1 Services.** County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.
- 7.11. **Downloaded Material or Data.** Any material or data downloaded or otherwise obtained through the use of the ESInet is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
8. **DISPUTE RESOLUTION.** All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
9. **TERMINATION OR CANCELLATION OF AGREEMENT.**
  - 9.1. **Termination of Agreement and Exhibits.** Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.
  - 9.2. **Effective Date of Termination or Cancellation.** The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.
10. **SUSPENSION OF SERVICES.**
  - 10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this

Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

- 10.2. Upon submission of a written plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.
- 10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.
- 10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.
11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.
13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably

accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

19. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 19.2. If Notice is sent to Public Body, it shall be addressed to: «**Contract\_Contact**», «**Public\_Body**», «**Street\_Address**» «**City**», «**State**» «**Zip\_Code**».
- 19.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

21. **ENTIRE AGREEMENT.**

- 21.1. **Entire Agreement.** Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the ESInet and the Call Processing Equipment System. This Agreement supersedes all other oral or written agreements between the Parties regarding the ESInet and the Call Processing Equipment System.
- 21.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, «**Signer\_**», «**Signer\_Title**» hereby acknowledges that he/she has been authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED: \_\_\_\_\_  
«**Signer\_**», «**Signer\_Title**»

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

WITNESSED: \_\_\_\_\_  
«Witness», «Witness\_Title»

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

PUBLIC BODY AGREEMENT ADMINISTRATOR

\_\_\_\_\_

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

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

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

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

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

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



# CITY OF OAK PARK

Steve Cooper, Director  
Department of Public Safety

Carolyn Burns  
Council Members  
Keisha Speech  
Solomon Radner  
Ken Rich  
City Manager  
Erik Tungate

**AGENDA OF:** Sept 19, 2016

**AGENDA #**

**SUBJECT:** Michigan Mutual Aid Box Alarm System (Amended)

**DEPARTMENT:** Public Safety

**SUMMARY:** The Department of Public Safety is currently a member of the Michigan Mutual Aid Box Alarm System (also known as MABAS). As a member of MABAS the Oak Park Public Safety Department has secured the benefits of mutual aid in fire protection, suppression, rescue and/or other emergency support for an Emergency, Disaster, or other serious threat to public health and safety.

Section Eight (Compensation for Aid) of this agreement has been amended to reflect that the first 8 hours of aid will be at no cost to the requesting party. After such time reimbursement will be sought. **However the parties reserve the right to waive any charges to a requesting party (pending the circumstances of the incident).** Prior to this amendment the services provided to the requesting party were without charge for the first 24 hours.

**FINANCIAL STATEMENT:** The financial impact would be contingent upon the incident and/or circumstances. The Oak Park Public Safety Department would seek cost recover from the liable party for services rendered during an incident that occurred in our jurisdiction (pending the particulars).

**RECOMMENDED ACTION** That Council authorize the acceptance of the MABAS agreement as amended.

**APPROVALS:**

City Manager

Director:

**Finance Director:**

**Exhibits: None**

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION  
AGREEMENT**

**Effective Date:** \_\_\_\_\_

**BETWEEN**

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES  
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

**WHEREAS**, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

**WHEREAS**, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

**WHEREAS**, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

**WHEREAS**, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

## **SECTION TWO**

### **Definitions**

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

### **SECTION THREE**

#### **Establishment of the Association, the Divisions and Executive Board of MI-MABAS**

##### **A. Establishment of the Association**

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

**B. Establishment of the Executive Board.**

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

## **SECTION FOUR**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION FIVE**

### **Rules and Procedures**

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

## **SECTION SIX**

### **Authority and Action to Effect Mutual Aid**

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

## **SECTION SEVEN**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

## **SECTION EIGHT**

### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

## **SECTION NINE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

## **SECTION TEN**

### **Liability**

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

## **SECTION ELEVEN**

### **No Waiver of Governmental Immunity**

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

## **SECTION TWELVE**

### **Term**

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
  - (ii) A unanimous vote of termination by the total membership of the Executive Board.

## **SECTION THIRTEEN**

### **Miscellaneous**

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision 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.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. 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 person appointed to the governing board by the governing body of the participating agency.

\_\_\_\_\_  
Political Entity

\_\_\_\_\_  
Chief Executive Official

\_\_\_\_\_  
Date