

Oak Park

City Council Agenda

November 7, 2016





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
November 7, 2016
7:00 PM

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**

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

- A. Regular Council Meeting Minutes of October 6, 2016
 - B. Special Council Meeting Minutes of October 6, 2016
 - C. Regular Council Meeting Minutes of October 17, 2016
 - D. Ethnic Advisory Commission Meeting Minutes of August 11, 2016
 - E. Request to advertise for bids for the 2016 Code Ordered Tree Removal Project, M-657
 - F. Emergency Services Council Meeting Minutes of February 12, 2016
 - G. Payment Application No. 2 in the amount of \$244,470.16 to Pro-Line Paving Corp. for the Scotia Resurfacing Project, M-642
 - H. Payment Application No. 2 in the amount of \$126,407.55 to Mattioli Cement Co., LLC for the 2016 Sidewalk Replacement Project, M-627
 - I. Payment Application No. 3 in the amount of \$181,271.86 to Mattioli Cement Co., LLC for the 2016 Sidewalk Replacement Project, M-627
 - J. Request to schedule a Public Hearing for November 21, 2016 to receive public comment on the allocation of the 2016 Community Development Block Grant Funds
 - K. Proposed Change Order No. 1 in the amount of (\$21,076.01) and Payment Application No. 2 in the amount of \$55,893.62 to Troelsen Excavating Company for the 2016 Sewer Lateral & Catch Basin Repair Project, M-648
 - L. Request to declare listed vehicles as surplus and sold by sealed bid, public auction, or disposal at the lowest expense to the City in accordance with City policy
 - M. Licenses - New and Renewals as submitted for November 7, 2016
- 6. RECOGNITION OF VISITING ELECTED OFFICIALS**
 - 7. SPECIAL RECOGNITION/PRESENTATIONS:**
 - A. City Manager Employee Recognition – Glynn Thornton
 - 8. PUBLIC HEARINGS:** None
 - 9. COMMUNICATIONS:** None
 - 10. SPECIAL LICENSES:** None

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,927.21
- B. Approval for payment of an invoice submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the amount of \$3,952.40

12. BIDS: None

13. ORDINANCES:

- A. Second reading and adoption 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. Second reading and adoption 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 allow Smoking Lounges as a permitted use)
- C. Second reading and adoption of an ordinance to amend Article V, Dangerous Buildings, of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances by amending Section 18-213 (The amendment allows the owner to request a public hearing conducted by the Building Board of Appeals when a challenge is made to a dangerous building order)
- D. First reading of an ordinance to amend Section 2-354, Meetings, of Division 8, Ethnic Advisory Commission, of Article III, Boards and Commissions, of Chapter 2, Administration, of The Code of Ordinances of the City Of Oak Park, thereby changing the time for monthly commission meetings from 7:30 P.M. To 7:00 P.M.
- E. First reading of a proposed text amendment to the City of Oak Park Zoning Ordinance, Article II Definitions, Sec. 201; Article IV One Family Dwelling District, Sec. 401 Permitted Uses & Sec. 403 Required Conditions; Article V Two Family Dwelling District, Sec. 503 Required Conditions; Article VI Multi-Family Residential District, Sec. 603 Required Conditions. (The proposed text amendments would eliminate boarding houses and bed & breakfasts, prohibit parking and storage in open areas, and limit impervious areas in residential districts)
- F. First reading of a proposed ordinance to amend the City's Official Zoning District Map to rezone 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District

14. CITY ATTORNEY

15. CITY MANAGER:

Communications/Community Engagement and Public Information

- A. Request to approve the City Magazine Advertising Contract, the City Magazine Advertising Rate/Fee Schedule, and include the City Magazine Advertising Fees into the 2016-2017 City of Oak Park Schedule of Fees
- B. Request to approve the purchase of vacant land at 26705 Coolidge and allow the City Manager to serve as signatory on the closing documents

Public Works

- C. Request to authorize the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick up subject to final review from the City Attorney

Administration

- D. Agreement with Blue Cross Blue Shield of MI to provide administrative services for the Retiree Drug Subsidy Program
- E. Agreement with Blue Cross Blue Shield of MI to reopen past Retiree Drug Subsidy Program filings

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
36th OAK PARK CITY COUNCIL**

October 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 Radner, Council Member Rich, Council Member Speech

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, Deputy City Clerk Brown, City Attorney Duff

APPROVAL OF AGENDA:

**CM-10-340-16 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED
- APPROVED**

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

- Removal of Item 15A, Purchase agreement for 14011 Ten Mile Road, due to buyer withdrawing offer; and
- Removal of Items 15C, 15D and 15E, Resolutions extending moratoriums on accepting applications for Smoke Lounges, Smoke Shops and Marijuana Dispensaries; and
- Addition of Item 15A Approval of contract between State Court Administrative Office (SCAO) and 45th District Court for 2017 Veterans Treatment Court Program; and
- Addition of Item 15C, Approval of contract between State Court Administrative Office (SCAO) and 45th District Court for 2017 Mental Health Court-Planning Program.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-10-341-16 (AGENDA ITEM #5A-F) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of September 19, 2016 **CM-10-342-16**
- B. Special Council Meeting Minutes of September 19, 2016 **CM-10-343-16**
- C. Beautification Advisory Commission Meeting Minutes of June 21, 2016 **CM-10-344-16**
- D. Public Safety Activity Summary Report for August, 2016 **CM-10-345-16**
- E. Payment Application No. 1 in the amount of \$92,196.39 to Mattioli Cement Co., LLC for the 2016 Sidewalk Replacement Project, M-627 **CM-10-346-16**
- F. Licenses - New and Renewals as submitted for October 6, 2016 **CM-10-347-16**

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

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Premier Insurance Agency	12708 Nine Mile	\$150	Insurance Sales Community
Ferndale Friends	10440 Nine Mile	\$150	Newspaper
Medsource Pharmacy	15300 Nine Mile Ste. 2	\$150	Retail Pharmacy
Major Deals	24721 Coolidge	\$150	Electronical Sales
Pump Bar Shoetique	15401 Nine Mile	\$150	Women's Shoe Retail
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	
One Stop Cash Advance	8530 Nine Mile Ste. A	\$225	Pay Day Advance
Star Factory Artist Development	13650 Eight Mile	\$225	Musical Training Machine Parts
Paramount Precision Products	15255 Eleven Mile	\$225	Supplier
Salon Saga	8440 Nine Mile Ste. A	\$225	Beauty Salon Family Support
Jewish Family Services	25900 Greenfield Ste. 405	\$675	Services

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

CM-10-348-16 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$364.00 - APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve payment of invoice #463775 submitted Garan Lucow Miller P.C., for legal services rendered through August 31, 2016 in the total amount of \$364.00.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-10-349-16 (AGENDA ITEM #13A) 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 - APPROVED

Motion by Speech, Seconded by Burns, CARRIED UNANIMOUSLY, to approve the first reading of the following 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, of the code of ordinances, City of Oak Park:

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 LXXVIA, 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 \$500,000, 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 previous 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.

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

MOTION DECLARED ADOPTED

CM-10-350-16 (AGENDA ITEM #13B) 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) - APPROVED

Motion by Speech, seconded by Radner, CARRIED UNANIMOUSLY, to approve the first reading of the following proposed text amendment to the City of Oak Park Zoning Ordinance, Article VIII, B-2, General Business District, Section 801 Permitted Uses:

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.
- 3) Measurement of distances stated herein shall be in accordance with Section 1929(D) - Regulated Uses, Measurement.

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.

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

MOTION DECLARED ADOPTED

CM-10-351-16

(AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO AMEND ARTICLE V, DANGEROUS BUILDINGS, OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES BY AMENDING SECTION 18-213 (THE AMENDMENT ALLOWS THE OWNER TO REQUEST A PUBLIC HEARING CONDUCTED BY THE BUILDING BOARD OF APPEALS WHEN A CHALLENGE IS MADE TO A DANGEROUS BUILDING ORDER) - APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve the first reading of the following ordinance to amend Article V, Dangerous Buildings, of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances by amending Section 18-213:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.

AN ORDINANCE TO AMEND ARTIVLE V, DANGEROUS BUILDINGS, OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES BY AMENDING SECTION 18-213.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Article V, Dangerous Buildings, of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 18-213. Hearing; testimony; order; nonappearance or noncompliance; costs.

- (a) ~~Unless a hearing is waived by the owner as described in section 18-212~~If requested by the owner, the building board of appeals shall conduct a public hearing at which the owner may show cause why the determination of the department of technical and planning services, as set forth in the notice and order to show cause, should not be complied with.
- (b) The building board of appeals shall take testimony of the enforcing agency, the owner of the property and any interested party. The building board of appeals may inspect any building or structure or premises involved in the hearing proceedings prior to the proceedings. The building board of appeals shall render a written decision either closing the proceedings or ordering the building or structure to be demolished or otherwise made safe. No building or structure shall be ordered demolished or removed unless the cost of repair of the building or structure will exceed 50 percent of the true cash value of the building or structure.
- (c) If it is determined by the building board of appeals that the building or structure should be demolished or otherwise made safe, it shall so order, fixing a time in the order by which the requirements of the order shall commence and be completed. Notice of the findings and order shall be given to the owner, and the occupant, if any, in the same manner as provided in section 18-209.
- (d) If the owner fails to comply with the decision and order provided for in subsection (c) of this section, the department of technical and planning services shall cause such building to be demolished or otherwise made safe. The cost of the demolition or making the building safe shall be a lien against the real property and shall be reported to the assessing officer of the city, who shall assess the cost against the property on which the building is located. The costs referred to in this subsection shall include, but are not limited to, attorney fees, title search costs, recording and termination fees related to lis pendens, and administrative fees.
- (e) The owner in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such cost by first class mail at the address shown on the records. If he fails to pay the amount within 30 days after mailing by the assessor of the notice of the amount thereof, the assessor shall add the same to the next tax roll of the city, and the same shall be collected in the same manner in all respects as provided by law for the collection of taxes by the city. The costs referred to in this subsection shall include,

but are not limited to, attorney fees, title search costs, recording and termination fees related to lis pendens, and administrative fees.

(Code 1973, § 9-47; Ord. No. O-97-364, § 1, 5-19-97)

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 section and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 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.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this 17th day of August, 2015.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: None

CITY MANAGER:

Community and Economic Development

(AGENDA ITEM #15A) Authorization for the City Manager to sign a purchase agreement and closing documents for the purchase of 14011 Ten Mile Road **(Removed from the Agenda)**

CM-10-352-16 (AGENDA-AS AMENDED-ITEM #15A) RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2017 VETERANS TREATMENT COURT PROGRAM – APPROVED

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to adopt the following resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2017 Veterans Treatment Court Program:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2017 VETERANS TREATMENT COURT PROGRAM

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 6th day of October, 2016, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Administrative Office (SCAO) is providing a Michigan Veterans Treatment Court Grant to the 45th District Court in the amount of \$38,000.00 for year 2017: and

WHEREAS, the contract for the Grant Program commences on 10/1/2016 and terminates on 9/30/2017;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Veterans Treatment Court Grant Program FY 2017 Contract (#7249) and authorizes the Mayor and City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

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

MOTION DECLARED ADOPTED

CM-10-353-16 (AGENDA ITEM #15B) REQUEST TO APPROVE A FACADE IMPROVEMENT GRANT TO SHERYL COLLIER, STUDIO 45, 26035 COOLIDGE, FOR 50% OF THE PROJECTED COSTS IN AN AMOUNT NOT TO EXCEED \$2,500.00 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve a Facade Improvement Grant to Sheryl Collier, Studio 45, 26035 Coolidge, for 50% of the projected costs in an amount not to exceed \$2,500.00.

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

MOTION DECLARED ADOPTED

Community and Economic Development Director Marrone reported the proposed project specifications meet city guidelines for the Façade Improvement Grant program. The project consists of re-facing the building façade to match the neighbor's current renovation. Similar types of materials and colors will be used to match. Both quotes exceed \$5,000 to qualify for the maximum grant amount of \$2,500.

Council

(AGENDA ITEM #15C) Resolution extending the moratorium on accepting applications for Smoke Lounges (Removed from the Agenda)

(AGENDA ITEM #15D) Resolution extending the moratorium on accepting applications for Smoke Shops (Removed from the Agenda)

(AGENDA ITEM #15E) Resolution extending the moratorium on accepting applications for Medical Marijuana Grow Facilities and Medical Marijuana Dispensaries **(Removed from the Agenda)**

45th District Court

CM-10-354-16 (AGENDA-AS AMENDED-ITEM #15C) RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2017 MENTAL HEALTH COURT-PLANNING PROGRAM – APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to adopt the following resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2017 Mental Health Court – Planning Program:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2017 MENTAL HEALTH COURT – PLANNING PROGRAM

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 6th day of October, 2016, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Administrative Office, Lansing Michigan (SCAO) is providing a Michigan Mental Health Court - Planning Grant to the 45th District Court in the amount of \$55,510.00 for year 2017: and

WHEREAS, the contract for the Grant Program commences on 10/1/2016 and terminates on 9/30/2017;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Mental Health Court - Planning Grant Program FY 2017 Contract (#8148) and authorizes the Mayor and City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE: None

CALL TO THE COUNCIL:

Mayor McClellan requested Assistant City Manager/Director of Public Works Yee present an update on the MDOT Victoria Park Project.

Mr. Yee reported the project is in the final stages of completion with most of Church St. having been re-poured and most of the playground equipment having been installed. He noted additional pavement on Church St. will be replaced, with the parking lot and sidewalks to be completed possibly by the second week in November. Mr. Yee indicated the landscape plan will be started this year and completed in the spring along with any remaining restoration work.

Mayor McClellan shared comments from a resident commending Water Supervisor Steve Lukasik.

Mayor Pro Tem Burns thanked everyone for attending the meeting and wished them a pleasant evening.

Council Member Speech commended City staff for the quick completion of the Sidewalk Replacement Program, reminded residents to turn on their porch lights now that the sun is setting earlier, and asked residents to pay attention to street sweeping signs.

Council Member Radner echoed Mayor Pro Tem Burns' comments.

Council Member Rich thanked everyone for attending the meeting and wished them a great night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:31 P.M.

Cherilynn Brown, Deputy City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
October 6, 2016
5:30 P.M.**

MINUTES

This Special Meeting of the 36th 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 (*arrived 5:33 p.m.*), Council Member Radner, Council Member Rich (*arrived 5:36 p.m.*), Council Member Speech

ABSENT: None

ALSO PRESENT: City Manager Tungate, Assistant City Manager Yee, Deputy City Clerk Brown, Assistant to the City Manager McLain, City Attorney Duff, Community and Economic Development Director Marrone, City Planner Rulkowski, Director of Community Engagement DeSantis, Recreation Director Stasiak

SPECIAL BUSINESS:

(AGENDA ITEM #3A) Discuss amendments to various City ordinances

Council Member Radner requested that City Council wait to begin discussion until the arrival of Mayor Pro Tem Burns and Council Member Rich.

Regular Agenda items 13A & 13B. At 5:36 p.m. City Attorney Duff introduced the proposed ordinances regarding Smoking Lounges, and noted that multiple administrative meetings have been held on the issues with legal counsel, the City Manager and representatives of the Public Safety and Community and Economic Development departments.

City Planner Rulkowski confirmed the use will be restricted to the B2 district. Regarding Council Member Speech's concerns with neon signs, Planner Rulkowski noted neon is not specifically prohibited. Attorney Duff indicated sign legislation is being reviewed at the administrative level and the issue of neon may be added to that discussion. Council Member Speech noted she prefers that neon signage be turned off when a business is closed.

Attorney Duff noted Council has been provided with updated versions of the proposed ordinance which increases the amount of liability insurance required to \$500,000. The ordinance requires applicants to present a state issued exemption certificate as defined in the definitions section, a stipulation which does not impede constitutional rights.

Regular Agenda item 13C. Attorney Duff commented that the proposed ordinance regarding Dangerous Building is a one-line amendment that provides for a due process period if the property owner requests it. She indicated other communities have successfully implemented a similar provision.

Returning to the proposed ordinance effecting changes to the Zoning Ordinance in regards to Smoking Lounges, Council Member Radner questioned how the 500' measurement is applied. Attorney Duff agreed to insert language into the proposed ordinance clarifying the City will apply the State of Michigan's standard as defined in the regulated uses section.

Regular Agenda Item 15E. Council Member Speech questioned the removal from the agenda of the extension of the moratorium on accepting applications for Medical Marijuana Grow Facilities and Medical Marijuana Dispensaries. Attorney Duff reported Governor Snyder passed revisions to the medical marijuana law on September 28, and the City's ordinance is being reviewed in light of the State's changes. The City's current ordinance bans the facilities, so a moratorium is unnecessary.

(AGENDA ITEM #3B) City Manager Update on Special Projects

Lead Service Locations

Assistant City Manager/Director of Public Works Yee asked for Council's input on contacting the owners of approximately 90 properties identified as having private lead service lines and offering a program whereby the City would replace the lines and allow the owners to finance the replacement with a 10-year assessment. There are a few other communities offering replacement programs. City Manager Tungate noted the DEQ is going to be pushing communities to replace these lines, and the City is trying to be proactive.

Council Member Rich advocated waiting for directive from the State. Mayor Pro Tem Burns and Council Member Speech indicated a general willingness to move forward.

Council Member Rich requested a closed session meeting with the City Attorney to discuss the issue. City Attorney Duff suggested postponing further discussion at this time..

Water Tower Project/696 Overpass

City Manager Tungate presented three renderings of water tower paint schemes. He also presented the idea of adding the same leaf that is planned to be used on the 696 overpass for branding purposes.

Council Members were opposed to the rendering showing black bands above and below green lettering. In general Members felt the renderings were boring and were in favor of adding the leaf graphic.

Council Members generally did not like the 696 overpass design with multiple arches, and did like the "City of Oak Park" rendering with the leaf graphic.

City Manager Tungate agreed to bring more renderings of both projects to Council for consideration.

Mayor McClellan recessed the meeting at 6:33 p.m. and reconvened the meeting at 6:44 p.m.

City Newsletter

City Manager Tungate presented a proposal to replace the bi-monthly newsletter with a quarterly City magazine of at least 16 pages which would include Recreation, Senior and Library programming as well as general City content.

Council members were in general consensus to a one-year trial period for quarterly publication.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

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

Cherilynn Brown, Deputy City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
October 17, 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

ABSENT: Council Member Radner (excused for religious holiday), Council Member Rich (excused for religious holiday), Council Member Speech (excused due to illness)

OTHERS

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

Mayor McClellan announced there was not a quorum present to conduct business therefore the agenda for the October 17, 2016 meeting will be moved to the next regular City Council Meeting scheduled for November 7, 2016 at 7:00 PM.

CALL TO THE AUDIENCE: None

ADJOURNMENT:

Mayor McClellan adjourned the meeting at 7:02 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK

DEPARTMENT OF COMMUNITY &
ECONOMIC DEVELOPMENT
Ethnic Advisory Commission

City C
Ma
Marian F
Mayor I
Carol
Council I
Solomon
Kenneth Rich
Kiesha Speech
City Manager
Erik Tungate

5D

Mattie Boykin Leona Burns
Christopher Davis Rosetta Kincaid
Reatha Richmond Avi Snider
Sudha Chandra Sekhar Lonnie Tabb-Upshaw
Anita Warner
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, August 11, 2016 Oak Park Community Center Minutes

Meeting called to order at 7:05 p.m., roll call was completed and it was noted there was a lack of a quorum.

PRESENT: Tina Baker, Sudha Chandra Sekhar (7:20pm arrival), Carla Wallace and Anita Warner

Ex-officio Members:
Councilmember Kiesha Speech
Staff Liaison Vicky Brooks

OTHERS PRESENT: Reverend James & Veronica Striggles, 23601 Gardner, Oak Park, MI,
Larry Rood, Interracial Interfaith Member

ABSENT: Carl Allwood, Juanita Bell, Mattie Boykin, Leona Burns, Christopher Davis, Rosetta Kincaid, Reatha Richmond, Abraham Snider, Lonnie Tabb Upshaw

Ex-officio Members:
Mayor Marian McClellan, Mayor Pro Tem Carolyn Burns
Councilmember Solomon Radner, Councilmember Kenneth Rich

COMMUNICATIONS:

None to report

DISCUSSION:

Old Business

For our yearly event planning: Councilmember Speech shared how we must proceed with making requests from the City for our events and that we should develop partnerships with our other Commissions and that we do not need permission within to join with other Commissions. Councilmember Speech shared with us that we have a budget from the City and it is written in the City Ordinance. The budget is approved and passed for 3 years for all of the Oak Park Commissions. It is a good idea to participate as a group in an activity that is already active i.e. Summerfest.

The Ordinance also states that the EAC meets at 7:30p.m. on a monthly basis. That opened discussion to the group for whether or not we should change our meeting day and time. Suggestions were made by members in attendance to make it a bi-monthly meeting with a 6:00p.m. start time due to the attendance problem that we are facing as a group. Our visitor Larry Rood suggested that the meeting remain at the 7:00p.m. start time. All of the City Councilmembers serve on the Ethnic Advisory Commission (EAC) as Ex-officio Members.

New Business

Reverend James Striggles shared with us his views on how to involve the youth in our goal of forming a youth partnership. He has ideas that he will share with us on how to implement positive change. He has met with the Mayor of Oak Park and the Oak Park Police Dept. about his concern with the males at the Oak Park High School. He also shared with us a story about his grandson being pulled over by the police. He wants to implement more activities for males and teach them how to react and how to address a police officer when they are pulled over. Some other ideas are a Debate Team and Chess Team.

Commissioner Warner shared with us that she lives in the Stratford Apartment area and she needs help structuring something similar to what Rev. Striggles discussed and Council Member Speech thought that would be a good project for our EAC group to help solve.

Someone shared that the Ford Foundation is open for grants.

Call to Commissioners

Commissioner Chandra Sekhar invited us to her 106th Dance Student Graduation on August 27th at Groves High School at 3 p.m.

ADJOURNMENT:

The meeting was adjourned at 8:11 p.m.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 17, 2016 **AGENDA #**

SUBJECT: Request to advertise for bids for the 2016 Code Ordered Tree Removal Project, M-657.

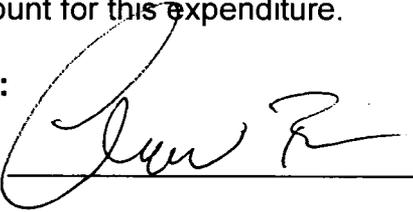
DEPARTMENT: Technical & Planning – Building *DED*

SUMMARY: Specifications are complete for the 2016 Code Ordered Tree Removal Contract, M-657. This project is intended to provide Code Enforcement with an approved vendor to assist in the removal of the many dead or diseased trees on private properties throughout the City. This is done utilizing ordinance section 78-51, "Removal of dead, diseased, or prohibited trees". As you know, these trees are a public hazard and contribute to blight.

FINANCIAL STATEMENT: The 2016 Code Ordered Tree Removal Project, M-657 is temporarily funded through Technical and Planning's Contractual Services – Tree Removal Account No. 101-16.371-818.654.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids the 2016 Code Ordered Tree Removal Project, M-657, be approved. Funding is available in the Technical and Planning's Contractual Services – Tree Removal Account for this expenditure.

APPROVALS:

City Manager:  _____

Department Director: _____

Finance Director: _____

EXHIBITS:



CITY OF OAK PARK

Steve Cooper, Director
Department of Public Safety

5F

Council Members
Kiesha Speech
Solomon Radner
Ken Rich
City Manager
Erik Tungate

Emergency Services Council

Minutes

February 12, 2016 – 7:00 p.m.
Oak Park Department of Public Safety
13800 Oak Park Blvd, Oak Park, MI 48237
248-691-7504

Attendance: Jerry Begel, Devin Benson, Steve Cooper, Nynier Hall-Brown, Gwen Henderson, Val Moskalik, Rocco Fortura and Teresa Roscoe; Guest: Susan Hoshield

Call to Order: 7:05 p.m.

Old Business

1) Discussed plans for the upcoming Public Safety Open House scheduled for Saturday, September 24 from 1 to 4 p.m.

- Val is preparing a stand-up sign for the ESC table.
- Sample emergency kits are being prepared to display at the event. Gwen shared her car kit at the meeting.
 - Car kit – Gwen
 - Evacuation kit – Val
 - First Aid kit – Rocco and Ken
 - Pet kit – Teresa
- Tabling at the event will be done by Val, Gwen and Susan.

2) Volunteers for emergency situations

- Devin will ask Denise to draft an email to update the volunteers including a thank you, keep in touch message and invitation to visit the open house.
- A volunteer sign-up sheet will be available at the Public Safety open house.

New Business

1) Teresa shared her resignation from the ESC as she is moving and will no longer be a city resident. Nynier will take over duties as chairperson until the next officer election.

General Discussion

None

Adjournment: 7:32 p.m.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 17, 2016

AGENDA #

SUBJECT: Payment Application no. 2 for the Scotia Resurfacing Project, M-642.

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

SUMMARY: Attached is Payment Application no. 2 for the Scotia Resurfacing Project, M-642. To date, the project is approximately 82% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$538,293.05
	Total Completed to Date:	\$438,479.14
	Less Retainage:	\$ 5,000.00
	Net Earned:	\$433,479.14
	Deductions:	\$ 0.00
	Balance:	\$433,479.14
	Payments to Date:	<u>\$189,008.98</u>
	Amount Due Pro-Line Asphalt Paving Corp:	\$244,470.16

RECOMMENDED ACTION: It is recommended that Payment Application no. 2 to Pro-Line Paving Corp. for the Scotia Resurfacing Project, M-642 be approved for the amount of \$244,470.16. Funding is available in the Major Street Fund for this project.

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

EXHIBITS: Payment Application no. 2, map of project area

PAYMENT APPLICATION

PROJECT: SCOTIA ROAD RESURFACING PROJECT

JOB NUMBER: M-642

OWNER: CITY OF OAK PARK

APPLICATION NO.: PAY 2

CONTRACTOR: PRO-LINE ASPHALT PAVING CORP.
11797 29 MILE RD.
WASHINGTON, MI 48095

PERIOD ENDING: 10/12/2016

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	MOBILIZATION	1	LSUM	\$26,500.00	0.00	\$0.00	1.00	\$26,500.00
2	PAVEMENT REMOVAL, MODIFIED SP	3,050	SYD	\$20.60	136.54	\$2,612.72	2,448.08	\$50,430.45
3	DRAINAGE STRUCTURE REMOVING MODIFIED SP	6	EACH	\$1,130.00	0.00	\$0.00	0.00	\$0.00
4	SUBGRADE UNDERCUTTING, MODIFIED SP	15	CYD	\$65.00	0.00	\$0.00	0.00	\$0.00
5	MACHINE GRADING, SHEPHERD PARK WEST LOT, MODIFIED SP	1.00	STA	\$4,000.00	0.00	\$0.00	1.40	\$5,600.00
6	EARTH EXCAVATION - SHEPHERD PARK PATH, MODIFIED SP	60	CYD	\$82.00	85.00	\$5,270.00	85.00	\$5,270.00
7	EROSION CONTROL INLET FILTER, FABRIC DROP, MODIFIED SP	31	EACH	\$82.00	0.00	\$0.00	0.00	\$0.00
8	COLD MILLING HMA SURFACE, MODIFIED SP	8,640	SYD	\$2.50	7,361.63	\$18,404.08	7,361.63	\$18,404.08
9	PAVEMENT CLEANING	1	LSUM	\$2,100.00	1.00	\$2,100.00	1.00	\$2,100.00
10	JOINT AND CRACK CLEANOUT	15,500	LFT	\$2.00	15,620.00	\$31,240.00	15,620.00	\$31,240.00
11	PAVEMENT JOINT AND CRACK REPAIR DETAIL 8	500	LFT	\$6.00	0.00	\$0.00	0.00	\$0.00
12	AGGREGATE BASE UNDER CONCRETE (6" 21AA CRUSH LIMESTONE)	605	SYD	\$13.90	13.20	\$183.48	590.71	\$8,210.87
13	DRAINAGE STRUCTURE 24" INLET, MODIFIED SP	2	EACH	\$2,400.00	0.00	\$0.00	0.00	\$0.00
14	DRAINAGE STRUCTURE 48" DIAMETER, MODIFIED SP	1	EACH	\$4,000.00	0.00	\$0.00	0.00	\$0.00
15	DRAINAGE STRUCTURE COVER	760	LBS	\$2.83	0.00	\$0.00	0.00	\$0.00
16	ADJUSTING DRAINAGE STRUCTURE COVER CASE 1, MODIFIED SP	5	EACH	\$625.00	0.00	\$0.00	7.00	\$4,375.00
17	UNDERDRAIN SUBGRADE, OPEN GRADED 6", MODIFIED SP	60	LFT	\$32.00	0.00	\$0.00	0.00	\$0.00
18	HOT MIX ASPHALT, 3C 2 INCH SP BASE	1,015	TON	\$71.00	0.00	\$0.00	0.00	\$0.00
19	HOT MIX ASPHALT, 13A 2 INCH SP WEARING	1,015	TON	\$71.25	1,584.58	\$112,901.33	1,584.58	\$112,901.33
20	HAND PATCHING	30	TON	\$150.00	6.91	\$1,036.50	6.91	\$1,036.50
21	CONC. PAVEMENT WITH INTEGRAL CURB, NON-REINF. 7 INCH, MODIFIED SP	100	SYD	\$49.50	108.76	\$5,383.62	108.76	\$5,383.62
22	24" CURB AND GUTTER SECTION, NON-REINF., MODIFIED SP	4,300	LFT	\$15.75	0.00	\$0.00	4,253.71	\$66,995.93
23	SIDEWALK CONCRETE NON-REINF., MODIFIED SP 8" CONCRETE SIDEWALK/ DRIVE APP.	1,450	SFT	\$5.50	0.00	\$0.00	752.02	\$4,136.11
24	SIDEWALK CONCRETE NON-REINF., MODIFIED SP 6" CONCRETE SIDEWALK/ DRIVE APP.	12,800	SFT	\$4.50	442.37	\$1,990.67	7,667.71	\$34,504.70
25	SIDEWALK CONCRETE NON-REINF., MODIFIED SP 4" CONCRETE SIDEWALK	1,750	SFT	\$5.00	2,504.25	\$12,521.25	2,874.13	\$14,370.65
26	CAST IN PLACE DETECTABLE/TACTIL WARNING SURFACE	128	SFT	\$27.50	100.00	\$2,750.00	164.00	\$4,510.00
27	CLASS A SODDING, MODIFIED SP	1,800	SYD	\$7.05	2,110.00	\$14,875.50	2,110.00	\$14,875.50
28	MINOR TRAFFIC DEVICE, MODIFIED SP, 5% MAX	1	LSUM	\$16,000.00	1.00	\$16,000.00	1.00	\$16,000.00
29	SALVAGE SIGN, MODIFIED SP	25	EACH	\$150.00	0.00	\$0.00	0.00	\$0.00
30	PROJECT CLEAN UP, 5% MAX	1	LSUM	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00
31	INSPECTION CREW DAYS	\$320	DAY	\$0.00	11.50	\$0.00	23.50	\$0.00
32	AGGREGATE UNDER CURB AND GUTTER SECTION	0	SYD	\$9.00	0.00	\$0.00	1,181.60	\$10,834.40
Period Total Amount:						\$228,469.15	Amount to Date:	\$438,479.14

PAYMENT APPLICATION

PROJECT: SCOTIA ROAD RESURFACING PROJECT

JOB NUMBER: M-642

OWNER: CITY OF OAK PARK

APPLICATION NO.: PAY 2

CONTRACTOR: PRO-LINE ASPHALT PAVING CORP.
11797 29 MILE RD.
WASHINGTON, MI 48095

PERIOD ENDING: 10/12/2016

Original Contract Amount:

\$538,293.05

Earnings This Period: \$228,469.15

Total Earnings to Date: \$438,479.14

Less Retainage: \$5,000.00

Net Earned: \$433,479.14

Deductions: \$0.00

Balance: \$433,479.14

Payments to Date: \$189,008.98

AMOUNT DUE TO PRO-LINE ASPHALT PAVING CORP.: \$244,470.16

Accepted By:

Pro-Line Asphalt Paving Corp.

Date: _____

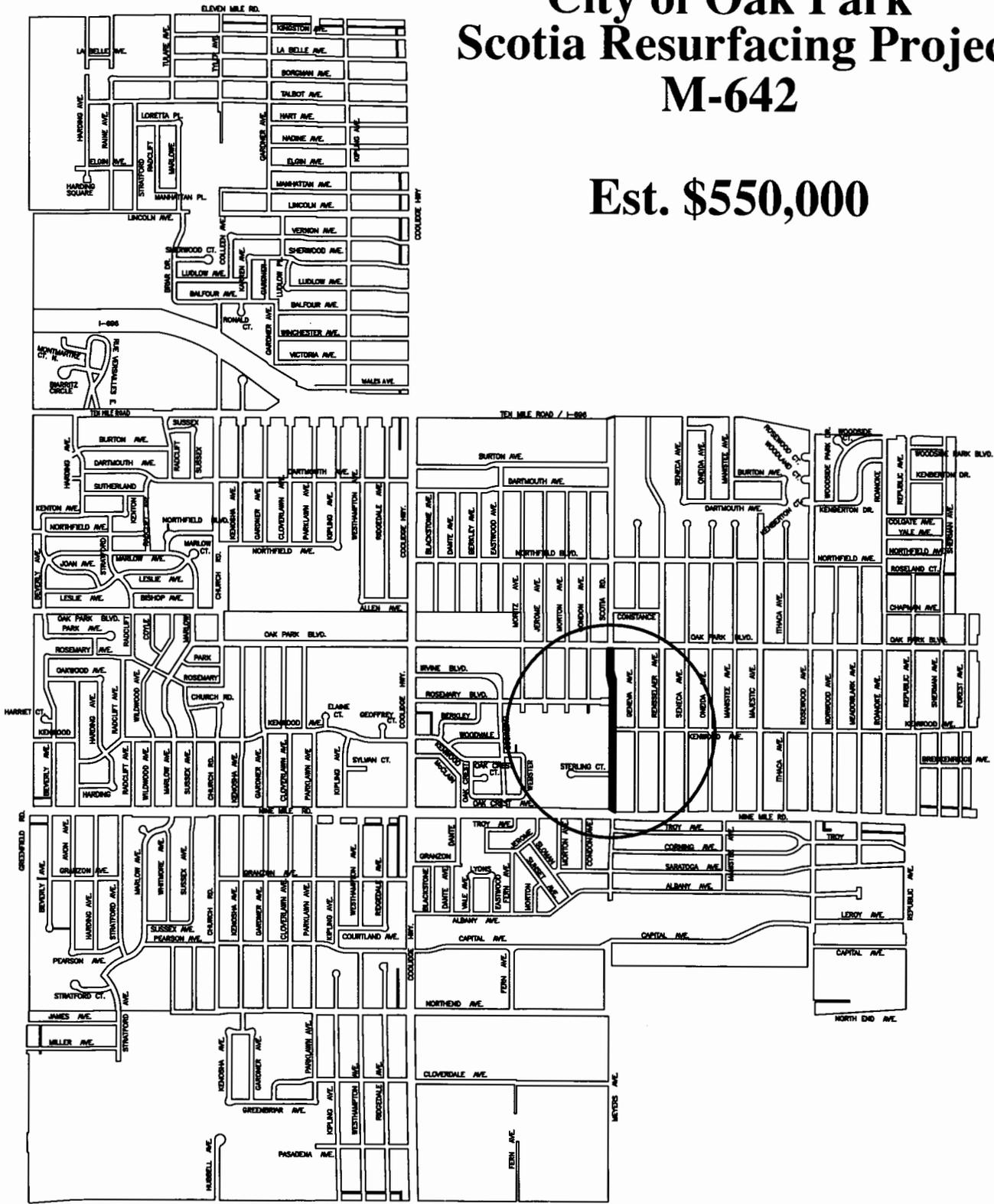
Approved By:

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

Date: _____

City of Oak Park Scotia Resurfacing Project M-642

Est. \$550,000





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 17, 2016

AGENDA #

SUBJECT: Payment Application no. 2 for the 2016 Sidewalk Replacement Project, M-627.

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

SUMMARY: Attached is Payment Application no. 2 for the 2016 Sidewalk Replacement Project, M-627. To date, the project is approximately 37% complete.

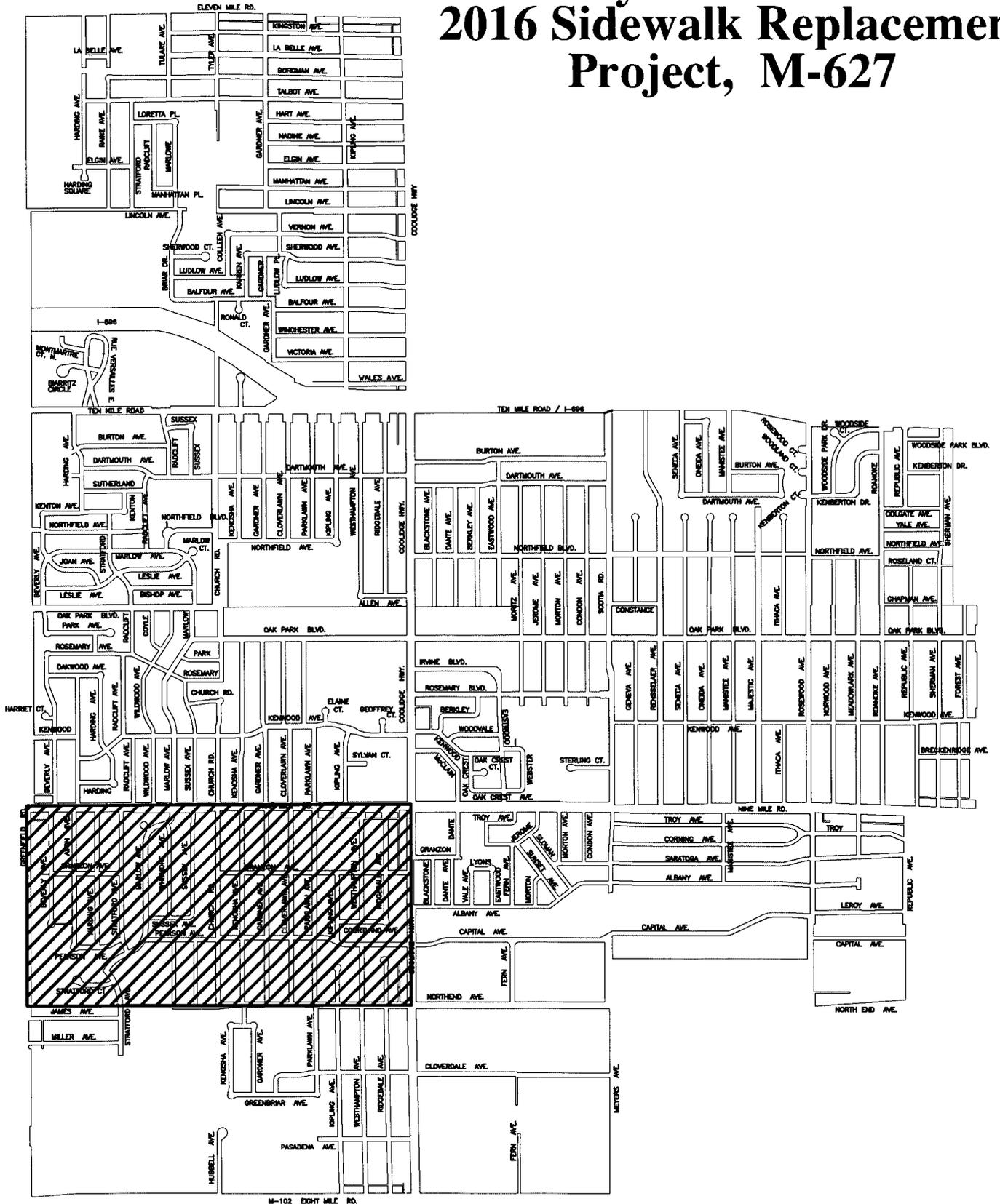
<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$659,102.50
	Total Completed to Date:	\$242,893.27
	Less Retainage:	\$ 24,289.33
	Net Earned:	\$218,603.94
	Deductions:	\$ 0.00
	Balance:	\$218,603.94
	Payments to Date:	<u>\$ 92,196.39</u>
	Amount Due Mattioli Cement Co., LLC:	\$126,407.55

RECOMMENDED ACTION: It is recommended that Payment Application no. 2 to Mattioli Cement Co., LLC for the 2016 Sidewalk Replacement Project, M-627 be approved for the amount of \$126,407.55. Funding is available in the Sidewalk Program Fund for this expenditure.

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

EXHIBITS: Payment Application no. 2, map of project area

City of Oak Park 2016 Sidewalk Replacement Project, M-627





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

AGENDA #

SUBJECT: Payment Application no. 3 for the 2016 Sidewalk Replacement Project, M-627.

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

SUMMARY: Attached is Payment Application no. 3 for the 2016 Sidewalk Replacement Project, M-627. To date, the project is approximately 65% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$659,102.50
	Total Completed to Date:	\$432,830.93
	Less Retainage:	\$ 32,955.13
	Net Earned:	\$399,875.80
	Deductions:	\$ 0.00
	Balance:	\$399,875.80
	Payments to Date:	<u>\$218,603.94</u>
	Amount Due Mattioli Cement Co., LLC:	\$181,271.86

RECOMMENDED ACTION: It is recommended that Payment Application no. 3 to Mattioli Cement Co., LLC for the 2016 Sidewalk Replacement Project, M-627 be approved for the amount of \$181,271.86. Funding is available in the Sidewalk Program Fund for this expenditure.

APPROVALS:
City Manager: *Paul T. C.*

Department Director: *KJY*

Finance Director: _____

EXHIBITS: Payment Application no. 3, map of project area

PAYMENT APPLICATION

2016 SIDEWALK REPLACEMENT PROJECT

JOB NUMBER: M-627

CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 3

**CONTRACTOR: MATTIOLI CEMENT CO. LLC
6241 MCGUIRE ROAD
FENTON, MI 48430**

PERIOD ENDING: 10/29/2016

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Remove Concrete Pavment. (Modified SP)	18,450	SYD	\$9.00	5,109.36	\$45,984.24	12,531.99	\$112,787.91
2	Sidewalk Conc. Non Reinf. 8" Sidewalk/Drive Approach	1,100	SFT	\$5.00	0.00	\$0.00	40.00	\$200.00
3	Sidewalk Conc. Non Reinf. 6" Sidewalk/Drive Approach	37,950	SFT	\$3.15	11,117.15	\$35,019.02	24,003.13	\$75,609.86
4	Sidewalk Conc. Non Reinf. 4" Sidewalk	127,000	SFT	\$2.55	39,898.00	\$101,739.90	88,090.65	\$224,631.16
5	Cast in Place Detectable/Tactile Warning Surface	1240	SFT	\$16.50	320.00	\$5,280.00	704.00	\$11,616.00
6	24" Curb & Gutter Section, Non-Reinf. 7" Conc.	100.00	LSUM	\$35.00	54.70	\$1,914.50	99.60	\$3,486.00
7	Minor Traffic Device	1.00	LSUM	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
8	Project Clean up	1.00	LSUM	\$4,500.00	0.00	\$0.00	0.00	\$0.00
9	Inspection Crew Days	\$320.00	EA	35.00	36.00	\$0.00	0.00	\$0.00

Period Total Amount: \$189,937.66 Amount to Date: \$432,830.93

Contract Amount \$659,102.50

Earnings This Period: \$189,937.66

Total Earnings to Date: \$432,830.93

Less Retainage: \$32,955.13

Net Earned: \$399,875.80

Deductions: \$0.00

Balance: \$399,875.80

Payments to Date: \$218,603.94

AMOUNT DUE \$181,271.86

Accepted By:


Mattioli Cement Co. LLC

Date:

10/31/16

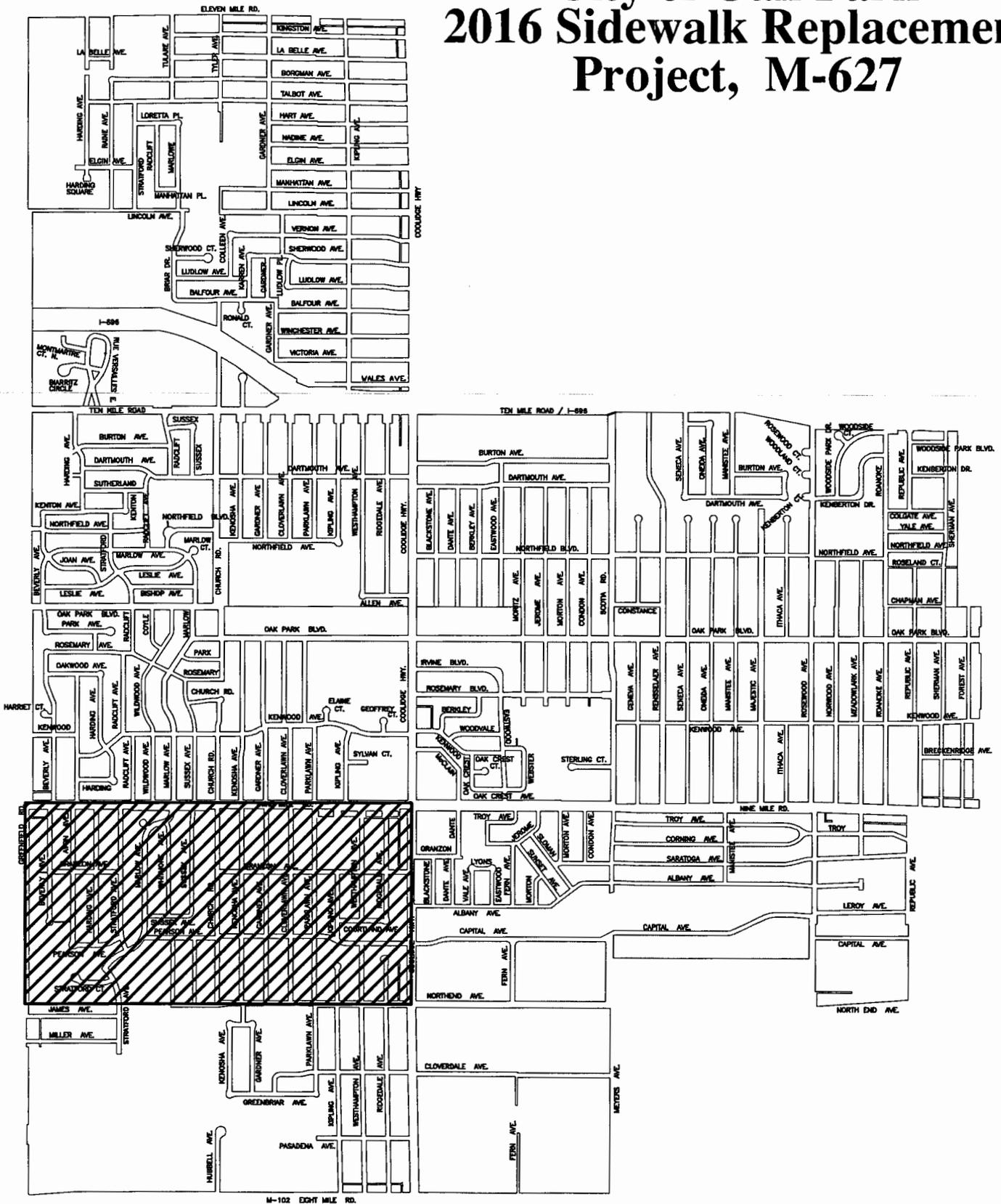
Approved By:


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

Date:

10/31/2016

City of Oak Park 2016 Sidewalk Replacement Project, M-627





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

AGENDA #

SUBJECT: Schedule Public Hearing for allocation of 2017 CDBG Funds.

DEPARTMENT: Technical and Planning Services, RMB

SUMMARY: The City of Oak Park is expected to receive \$112,915 in Community Development Block Grant Funds (CDBG) for the 2017 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community conducts a Public Hearing to solicit public comment as to how the funds should be allocated.

FINANCIAL STATEMENT: No funds required at this time.

RECOMMENDED ACTION: It is recommended that City Council schedule a Public Hearing for November 21, 2016 to receive public comment on the allocation of the 2016 Community Development Block Grant Funds.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

EXHIBITS: None



5K

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

AGENDA #

SUBJECT: Proposed Change Order no. 1 and Payment Application no. 2 for the 2016 Sewer Lateral & Catch Basin Repair Project, M-648.

DEPARTMENT: DPW/Technical & Planning – Engineering KJY

SUMMARY: Attached are Proposed Change Order no. 1 and Payment Application no. 2 for the 2016 Sewer Lateral & Catch Basin Repair Project, M-648. The Change Order is a reduction due to final, as constructed measurements. To date, the project is approximately 99% complete.

FINANCIAL STATEMENT:	Original Contract Amount:	\$202,301.50
	Proposed Change Order no. 1:	<u>(\$21,076.01)</u>
	New Contract Amount:	\$181,225.49
	Total Completed to Date:	\$181,225.49
	Less Retainage:	\$ 1,000.00
	Net Earned:	\$180,225.49
	Deductions:	\$ 0.00
	Balance:	\$180,225.49
	Payments to Date:	<u>\$124,331.87</u>
	Amount Due Troelsen Excavating Company:	\$ 55,893.62

RECOMMENDED ACTION: It is recommended that Proposed Change Order no. 1 to Troelsen Excavating Company for 2016 Sewer Lateral & Catch Basin Repair Project, M-648 be approved for the amount of (\$21,076.01). It is further recommended that Payment Application no. 2 for the same be approved for the total amount of \$55,893.62. Funding is available in the Water and Sewer Fund for this expenditure.

APPROVALS:

City Manager: [Signature]

Finance Director: _____

Department Director: [Signature]

EXHIBITS: Proposed Change Order no. 1, Payment Application no. 2, map of project area

CHANGE ORDER

PROJECT: 2016 Catch Basin Line Replacement & Sewer Lateral Repair Project

OWNER: City of Oak Park, Michigan

CONTRACTOR: Troelsen Excavating Company
1395 Rochester Road
Troy, MI 48063

JOB NUMBER: M-648

CHANGE ORDER NO.: 1

PAGE: 1

TO THE CONTRACTOR:

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
3	SIDEWALK CONC. NON-REINFORCED 6" SIDEWALK/DRIVE APP MODIFIED	50	SFT	\$13.25	82.15	132.15	\$ 1,088.49
6	SEWER REMOVE LESS THAN 12"	237	LFT	\$12.00	25.50	262.50	\$ 308.00
7	SEWER 10" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	237	LFT	\$160.00	25.50	262.50	\$ 4,080.00
9	SEWER LATERAL POINT REPAIR MODIFIED	12	EA	\$4,700.00	1.00	13.00	\$ 4,700.00
19	CLASS A SODDING	120	SYD	\$6.50	126.00	246.00	\$ 819.00
TOTALS							\$ 10,993.49

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	TOTAL Amount
1	REMOVE CONCRETE PAVEMENT MODIFIED	620	SYD	\$15.00	-171.48	448.52	\$ (2,572.20)
2	CONCRETE PAVEMENT W/INT CURB AND GUTTER 9" CONC MODIFIED	470	SYD	\$65.00	-36.18	433.82	\$ (2,351.70)
4	ADJUSTING DRAINAGE STRUCTURES	10	LFT	\$400.00	-7.00	3.00	\$ (2,800.00)
5	24" CURB AND GUTTER SECTION 7" CONCRETE NON REINFORCED	15	LFT	\$35.00	-15.00	0.00	\$ (525.00)
10	AGGREGATE BASE UNDER 8" CONCRETE (6" 21AA CR. LIMESTONE)	510	SYD	\$20.00	-76.18	433.82	\$ (1,523.60)
11	DRAINAGE STRUCTURE REMOVING MODIFIED	1	EA	\$500.00	-1.00	0.00	\$ (500.00)
12	DRAINAGE STRUCTURE, 24" INLET MODIFIED	1	EA	\$2,900.00	-1.00	0.00	\$ (2,900.00)
13	DRAINAGE STRUCTURE, 48" DIAMETER MODIFIED	1	EA	\$3,300.00	-1.00	0.00	\$ (3,300.00)
14	DRAINAGE STRUCTURE COVER	760	LBS	\$2.00	-760.00	0.00	\$ (1,520.00)
15	SEWER TRAP 12" MODIFIED	7	EA	\$500.00	-1.00	6.00	\$ (500.00)
16	SEWER TAP, 12 AND UNDER	5	EA	\$1,000.00	-5.00	0.00	\$ (5,000.00)
17	4" OR 6" PVC PIPE WITH BACKFILL	20	LFT	\$100.00	-8.17	11.83	\$ (817.00)
18	TUCK POINT DRAINAGE STRUCTURE	5	EA	\$400.00	-5.00	0.00	\$ (2,000.00)
22	INSPECTION CREW DAYS	20	DAY	\$320.00	-18.00	2.00	\$ (5,760.00)
TOTALS							\$ (32,069.50)

SUMMARY

Total Increase	\$ 10,993.49
Total Decrease	\$ (32,069.50)
Total for Change Order No. 1:	\$ (21,076.01)

Contract Amount	\$ 202,301.50
Change Order No. 1:	\$ (21,076.01)
New Contract Amount:	\$ 181,225.49

Alex Troelsen 10/31/16
Troelsen Excavating Company Date

Robert Barrett 10/25/16
Robert Barrett - City of Oak Park Date

FURNISH AFFIDAVIT

PROJECT: 2016 CATCH BASIN LINE REPLACEMENT & SEWER LATERAL REPAIR PROJECT

JOB NUMBER: M-648

OWNER: CITY OF OAK PARK

APPLICATION NO.: PAY 2

CONTRACTOR: TROELSEN EXCAVATING COMPANY
1395 ROCHESTER ROAD
TROY, MICHIGAN 48063

PERIOD ENDING: 10/6/2016

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT MODIFIED	620	SYD	\$15.00	167.59	\$2,513.65	448.52	\$6,727.80
2	CONCRETE PAVEMENT W/INT CURB AND GUTTER 9" CONC. MODIFIED	470	SYD	\$65.00	433.82	\$28,198.30	433.82	\$28,198.30
3	SIDEWALK CONC. NON-REINFORCED 6" SIDEWALK/DRIVE APP MODIFIED	50	SFT	\$13.25	132.15	\$1,750.99	132.15	\$1,750.99
4	ADJUSTING DRAINAGE STRUCTURES	10	EA	\$400.00	1.00	\$400.00	3.00	\$1,200.00
5	24" CURB AND GUTTER SECTION 7" CONCRETE NON REINFORCED	15	LFT	\$35.00	0.00	\$0.00	0.00	\$0.00
6	SEWER REMOVE LESS THAN 12"	237	LFT	\$12.00	0.00	\$0.00	262.50	\$3,150.00
7	SEWER 10" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	237	LFT	\$160.00	0.00	\$0.00	262.50	\$42,000.00
8	SEWER 12" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	0	LFT	\$165.00	0.00	\$0.00	0.00	\$0.00
9	SEWER LATERAL POINT REPAIR MODIFIED	12	EA	\$4,700.00	0.00	\$0.00	13.00	\$61,100.00
10	AGGREGATE BASE UNDER 9" CONCRETE (6" 21AA CR. LIMESTONE)	510	SYD	\$20.00	433.82	\$8,676.40	433.82	\$8,676.40
11	DRAINAGE STRUCTURE REMOVING MODIFIED	1	EA	\$500.00	0.00	\$0.00	0.00	\$0.00
12	DRAINAGE STRUCTURE, 24" INLET MODIFIED	1	EA	\$2,900.00	0.00	\$0.00	0.00	\$0.00
13	DRAINAGE STRUCTURE, 48" DIAMETER MODIFIED	1	EA	\$3,300.00	0.00	\$0.00	0.00	\$0.00
14	DRAINAGE STRUCTURE COVER	780	LBS	\$2.00	0.00	\$0.00	0.00	\$0.00
15	SEWER TRAP 12" MODIFIED	7	EA	\$500.00	6.00	\$3,000.00	6.00	\$3,000.00
16	SEWER TAP, 12 AND UNDER	5	EA	\$1,000.00	0.00	\$0.00	0.00	\$0.00
17	4" OR 6" PVC PIPE WITH BACKFILL	20	LFT	\$100.00	0.00	\$0.00	11.83	\$1,183.00
18	TUCK POINT DRAINAGE STRUCTURE	5	EA	\$400.00	0.00	\$0.00	0.00	\$0.00
19	CLASS A SODDING	120	SYD	\$6.50	246.00	\$1,599.00	246.00	\$1,599.00
20	MINOR TRAFFIC DEVICES, 5% MAX	1	LSUM	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
21	PROJECT CLEAN UP, 5% MAX	1	LSUM	\$15,000.00	0.00	\$0.00	1.00	\$15,000.00
22	INSPECTION CREW DAYS	20	DAY	\$320.00	2.00	\$640.00	2.00	\$640.00

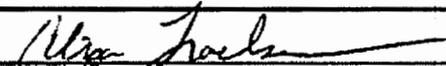
Period Total Amount: \$48,778.54 Amount to Date: \$181,225.49

Earnings This Period: \$46,778.54

Original Contract Amount: \$202,301.50
Change Order No. 1: -\$21,076.01
New Contract Amount: \$181,225.49

Total Earnings to Date: \$181,225.49
Less Retainage: \$1,000.00
Net Earned: \$180,225.49
Deductions: \$0.00
Balance: \$180,225.49
Payments to Date: \$124,331.87

AMOUNT DUE TO TROELSEN EXCAVATING: \$55,893.62

Accepted By: 
Troelsen Excavating Company

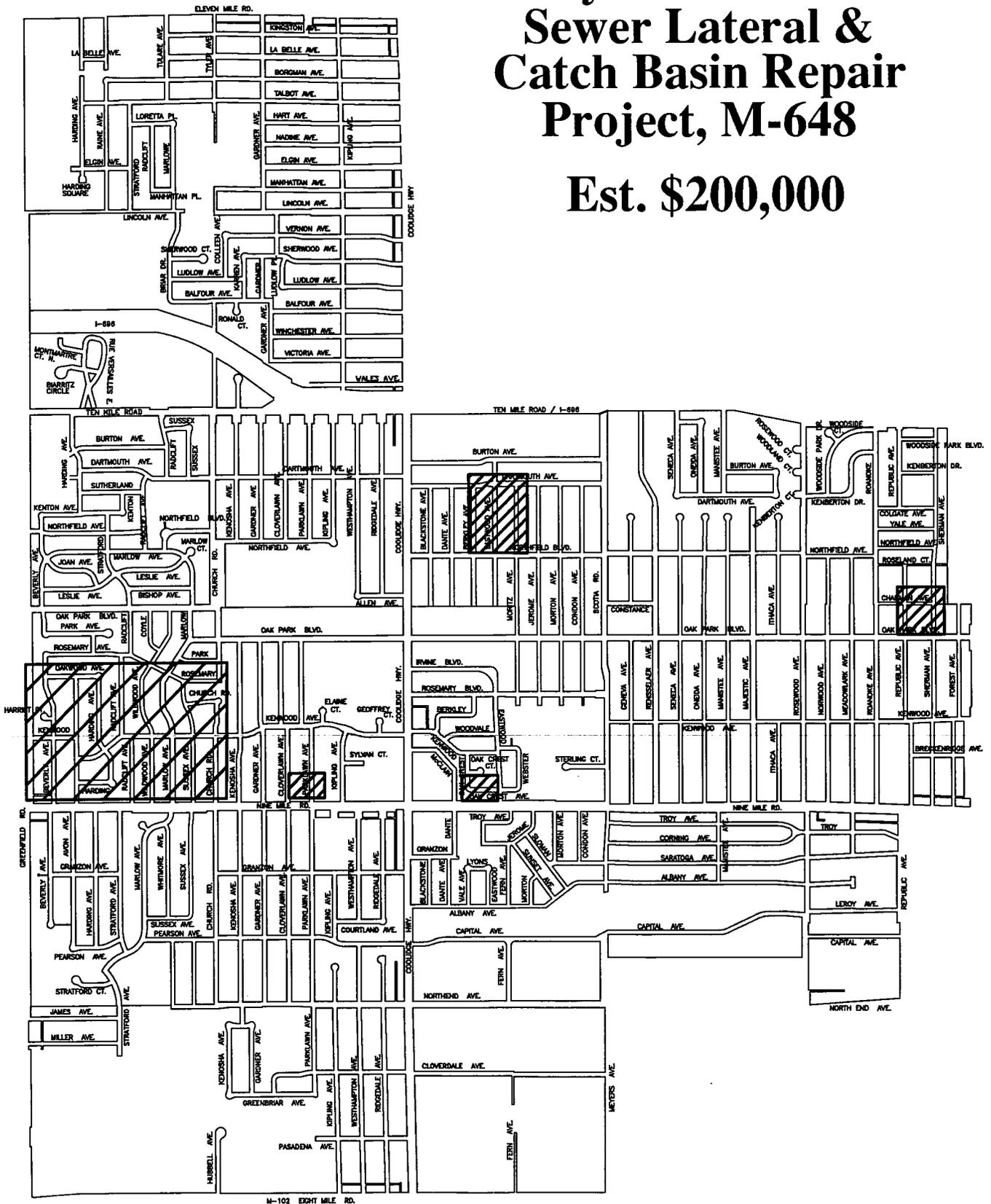
Date: 10/31/16

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

Date: 10/31/16

City of Oak Park Sewer Lateral & Catch Basin Repair Project, M-648

Est. \$200,000





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

AGENDA #

SUBJECT: Request authorization to dispose of a surplus vehicles.

DEPARTMENT: Public Works

SUMMARY: The Public Works Department is requesting authorization to have the attached vehicles declared surplus and sold or disposed of in the best interest of the City.

FINANCIAL STATEMENT: Any funds received would be deposited in account number 654-18-875-673.000 (Motor Pool – Sale of Fixed Assets) of the 2016-2017 Budget.

RECOMMENDED ACTION: It is recommended that Council declare the listed vehicles surplus and sold by sealed bid, public auction, or disposal at the lowest expense to the City in accordance with City policy.

APPROVALS:

City Manager: _____

Director of Public Works: _____

Director of Finance: _____

EXHIBITS: Vehicle descriptions

SUBJECT: REQUEST AUTHORIZATION FOR DISPOSAL OF SURPLUS VEHICLES

The Public Works Department has requested authorization to have the following vehicles declared surplus and disposed of at the lowest cost to the city.

<u>Vehicle</u>	<u>Year</u>	<u>Description</u>	<u>VIN</u>	<u>Mileage</u>
#416	2000	Ford CVPI *	2FAFP71W7YX126232	101,244
#254	2004	Ford CVPI *	2FAHP71W84X114769	75,403
#829	2008	Ford CVPI *	2FAHP71V48X141819	85,110
#280	2011	Ford CVPI *	2FABP7BV0BX106819	91,118
#507	2001	Ford CVPI *	2FAHP71W21X120540	112,247
#252	2009	Ford CVPI *	2FAHP71VX9X116733	104,975
#275	1992	GMC 3500 Van	2GTGG38K6N4516583	31,368
#802	1996	Ford E 350 Bus	1FDJE30H9THA65427	85,110
#531	1999	Ford F150 PU	1FTRX18WXXNB06924	104,353
#528	2002	Chevy 3500 Dump	1GBJK34U52E293529	50,388
#612	1998	Ford F350 PU	1FTSF31L5XEA91717	52,244
#414	2007	Ford 500 Sedan	1FAHP27177G128140	75,996

*Crown Victoria Police Interceptor

MERCHANT'S LICENSES – NOVEMBER 7, 2016**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Valhalla Krav Mala	26039 Coolidge	\$150	Fitness Center
Queen of Diamonds Boutique	21700 Greenfield #148	\$150	Women's Clothing Sales
Created Performance Studio 45 Hair Salon	8740 Northend 26035 Coolidge	\$150 \$150	Auto Service/Repair Shop Hair Salon
Lincoln Tailor	26158 Greenfield	\$150	Clothing Sales
Neighbor Oak Park	8600 Nine Mile	\$150	Gas Station
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
THD At-Home Services	25900 Greenfield #318	\$225	Residential Consulting Services
Salon Renu	23300 Greenfield #300	\$835	Hair Salon
Mane Event	15405 Nine Mile	\$500	Barbershop
Danse D'Amour Dance Studio	8670 Nine Mile	\$225	Dance Studio

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 465053**October 12, 2016**

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 Friday, September 30, 2016

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

Date	Description	Amount
08/17/16	Scott - 14300 Oak Park, Oak Park, MI 48237	22.75
	1 @ 22.75	
09/01/16	Reproduction Charges	0.30
	2 @ 0.15	
09/01/16	Reproduction Charges	0.45
	3 @ 0.15	
09/01/16	Reproduction Charges	1.05
	7 @ 0.15	
09/01/16	Reproduction Charges	1.05
	7 @ 0.15	
09/01/16	Reproduction Charges	6.30
	42 @ 0.15	
09/01/16	Reproduction Charges	9.90
	66 @ 0.15	
09/01/16	Reproduction Charges Hines - Complaint	0.75
	5 @ 0.15	
09/12/16	Reproduction Charges	30.00
	200 @ 0.15	
	Total Costs Advanced	\$72.55

Total Fees and Disbursements: \$11,739.55

*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.**
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 465054

October 12, 2016

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 Friday, September 30, 2016

\$1,235.00

Fee Total

Costs Advanced:

Date	Description	Amount
09/07/16	Reproduction Charges 11 @ 0.15	1.65
	Total Costs Advanced	\$1.65

Total Fees and Disbursements: \$1,236.65

*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.**
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 465055

October 12, 2016

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 Friday, September 30, 2016

\$1,457.00

Fee Total

Costs Advanced:

Date	Description	Amount
09/02/16	Reproduction Charges 1 @ 0.15	0.15
09/07/16	Fee to Novitex Enterprise Solutions, Inc. for GBC Binding	3.81
09/09/16	Reproduction Charges 400 @ 0.15	60.00
	Total Costs Advanced	\$63.96

Total Fees and Disbursements: \$1,520.96

*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.**
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 465056

October 12, 2016

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, September 30, 2016

\$429.00

Fee Total

Costs Advanced:

Date	Description	Amount
09/12/16	Reproduction Charges 6 @ 0.15	0.90
09/23/16	Reproduction Charges 1 @ 0.15	0.15
	Total Costs Advanced	\$1.05

Total Fees and Disbursements: \$430.05

*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.*

SECRET
SW
 WARDLE

SECRET, WARDLE, LYNCH
 HAMPTON, TRUEX & MORLEY
 2600 TROY CENTER DRIVE P.O. BOX 5025
 TROY, MICHIGAN 48007-5025
 (248) 851-9500

IRS # 38-1863919

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

October 11, 2016
 Invoice # 1295695
 Client No. M1409
 Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered:

CURRENT BILLING SUMMARY THROUGH SEPTEMBER 30, 2016

Fees for Professional Services	\$3,952.00
Expenses Advanced	\$0.40
CURRENT BILL DUE	\$3,952.40

PLEASE REMIT TO: SECRET, WARDLE, LYNCH,
 HAMPTON, TRUEX & MORLEY, PC
 P.O. BOX 772725
 CHICAGO, IL 60677-2007

PROPOSED ORDINANCE**SMOKING LOUNGES – SECOND 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 LXXVIA, 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: October 17, 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.

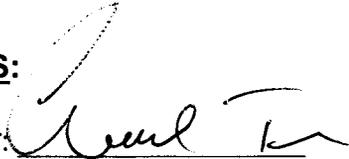
DEPARTMENT: Community & Economic Development, Planning Division

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 second 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.
- 3) Measurement of distances stated herein shall be in accordance with Section 1929(D) - Regulated Uses, Measurement.

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.

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.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:

**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.**

AN ORDINANCE TO AMEND ARTIVLE V, DANGEROUS BUILDINGS, OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES BY AMENDING SECTION 18-213.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Article V, Dangerous Buildings, of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 18-213. Hearing; testimony; order; nonappearance or noncompliance; costs.

- (a) ~~Unless a hearing is waived by the owner as described in section 18-212~~If requested by the owner, the building board of appeals shall conduct a public hearing at which the owner may show cause why the determination of the department of technical and planning services, as set forth in the notice and order to show cause, should not be complied with.
- (b) The building board of appeals shall take testimony of the enforcing agency, the owner of the property and any interested party. The building board of appeals may inspect any building or structure or premises involved in the hearing proceedings prior to the proceedings. The building board of appeals shall render a written decision either closing the proceedings or ordering the building or structure to be demolished or otherwise made safe. No building or structure shall be ordered demolished or removed unless the cost of repair of the building or structure will exceed 50 percent of the true cash value of the building or structure.
- (c) If it is determined by the building board of appeals that the building or structure should be demolished or otherwise made safe, it shall so order, fixing a time in the order by which the requirements of the order shall commence and be completed. Notice of the findings and order shall be given to the owner, and the occupant, if any, in the same manner as provided in section 18-209.
- (d) If the owner fails to comply with the decision and order provided for in subsection (c) of this section, the department of technical and planning services shall cause such building to be demolished or otherwise made safe. The cost of the demolition or making the building safe shall be a lien against the real property and shall be reported to the assessing officer of the city, who shall assess the cost against the property on which the building is located. The costs referred to in this subsection shall include, but are not limited to, attorney fees, title search costs, recording and termination fees related to lis pendens, and administrative fees.
- (e) The owner in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such cost by first class mail at the address shown on the records. If he fails to pay the amount within 30 days after mailing by the assessor of the notice of the amount thereof, the assessor shall add the same to the next tax roll of the city, and the same shall be collected in the same manner in all respects as provided by law for the collection of taxes by the city. The costs referred to in this subsection shall include, but are not limited to, attorney fees, title search costs, recording and termination fees related to lis pendens, and administrative fees.

(Code 1973, § 9-47; Ord. No. O-97-364, § 1, 5-19-97)

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 section and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 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.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this 17th day of August, 2015.

**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.**

AN ORDINANCE TO AMEND SECTION 2-354, MEETINGS, OF DIVISION 8, ETHNIC ADVISORY COMMISSION, OF ARTICLE III, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, THEREBY CHANGING THE TIME FOR MONTHLY COMMISSION MEETINGS FROM 7:30 P.M. TO 7:00 P.M.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Section 2-354, Meetings, of Division 8, Ethnic Advisory Commission, of Article III, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 2-354. Meetings.

The ethnic advisory commission shall meet once a month on the second Thursday of each month at 7:00 p.m. The chairperson may call a special meeting with the approval of the council.

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 section and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 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.

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

T. Edwin Norris
City Clerk

Marian McClellan
Mayor

I, T. Edwin Norris, 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.

T. Edwin Norris, City Clerk

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 17, 2016**AGENDA #**

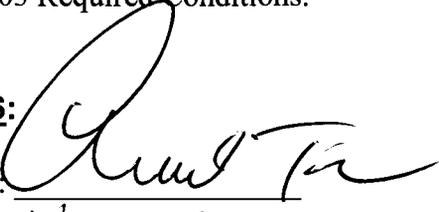
SUBJECT: Recommendation of the Planning Commission for Zoning Ordinance text amendments to Article II Definitions, Sec. 201; Article IV One Family Dwelling District, Sec. 401 Permitted Uses & Sec. 403 Required Conditions; Article V Two Family Dwelling District, Sec. 503 Required Conditions; Article VI Multi-Family Residential District, Sec. 603 Required Conditions.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the October 10, 2016 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendments would eliminate boarding houses and bed & breakfasts, prohibit parking and storage in open areas, and limit impervious areas in residential districts.

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

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 II Definitions, Sec. 201; Article IV One Family Dwelling District, Sec. 401 Permitted Uses & Sec. 403 Required Conditions; Article V Two Family Dwelling District, Sec. 503 Required Conditions; Article VI Multi-Family Residential District, Sec. 603 Required Conditions.

APPROVALS:City Manager: Director: 

Finance Director: _____

EXHIBITS: Memorandum, proposed ordinance for adoption.

- a. Has ten or fewer sleeping rooms, including sleeping rooms occupied by the owner or occupant, one or more of which are available to rent to transient tenants;
 - b. Serves meals at no extra cost to its transient tenants; and
 - c. Has a smoke detector in proper working order in each sleeping room and a fire extinguisher in proper working order on each floor.
- DELETE

Related definitions:

Boarding house. The term boarding house, rooming house, and lodging house are used synonymously in this ordinance. A one-family residential dwelling occupied in such a manner that certain rooms in excess of those used by members of the immediate family and occupied as a home or family unit are leased or rented to persons outside of the family, without any attempt to provide therein or therewith, cooking or kitchen accommodations for individuals leasing or renting rooms. DELETE

Bed and breakfast. An owner-occupied, one-family residential structure where the owner or operator provides overnight accommodations to guests in return for payment. DELETE

Parking Vehicles in Open Areas of Residential Rear Yards

It was recently determined that the current Zoning Ordinance language did not clearly state that “operable” machinery, equipment, vehicles, or other materials could not be stored in the open in residential rear yards. By removing the words regarding “discards or items in need of repair” the language would prevent the accumulation of machinery, equipment, vehicles in residential rear yards.

ARTICLE IV. - R-1 ONE-FAMILY DWELLING DISTRICTS

ARTICLE V. - R-2 TWO-FAMILY DWELLING DISTRICTS

ARTICLE VI. - RM-1 AND RM-2 MULTI-FAMILY RESIDENTIAL DISTRICTS

Sec. 403, 503, 603. - Required conditions.

A. No front yard space ~~in any R-1 district~~ shall be used for the storage or parking of vehicles or any other materials or equipment; provided vehicles which are currently licensed and in normal driving condition may be parked in a service driveway or garage.

B. Prohibited use for open areas: No machinery, equipment, vehicles, or other materials, ~~either discards or showing evidence of need for repair or maintenance~~ shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

Paving Your Entire Residential Yards

A resident recently inquired about the possibility of paving his entire rear yard. This action would potentially create a number of issues, not the least a problem with storm water runoff onto neighboring properties. The Zoning Ordinance currently has no specific provision that prevents complete paving of your yard. A method some communities have incorporated is a maximum percentage of allowable impervious surfaces. The Zoning Ordinance currently has a definition for Impervious Surface but no regulations accompanying it.

“Impervious surface. Any material that substantially reduces or prevents the infiltration of stormwater into previously undeveloped land.

Impervious surface shall include a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes surfaces such as compacted sand, limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, and other similar structures.”

After careful analysis, which included input from the Engineering and Building Divisions and reviewing other community’s regulations, we believe it would be reasonable to limit impervious surfaces to 70% of the lot area.

ARTICLE IV. - R-1 ONE-FAMILY DWELLING DISTRICTS

ARTICLE V. - R-2 TWO-FAMILY DWELLING DISTRICTS

C. The total area of all impervious surfaces shall not exceed 70% of the lot area.

Buildings vs. Structures

To more distinctly define the difference between Buildings and Structures, we propose to make a small but important change to the definition of a Building.

Building. Any **permanent** structure, ~~either temporary or permanent~~, having a roof supported by columns, or walls, and intended for the shelter, or enclosure of persons, animals, or property of any kind.

The current definition for Structure will remain unchanged.

Structure. Any constructed or erected material, the use of which requires locations on the ground or attachment to something having location on the ground, including, but not limited to, buildings, towers, sheds, and signs, but excepting walks, drives, pavements, fences, and similar access or circulation facilities.

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

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 201, OF ARTICLE II, DEFINITIONS, SECTION 401 AND SECTION 403, OF ARTICLE IV, R-1 ONE-FAMILY DWELLING DISTRICTS, SECTION 503, OF ARTICLE V, R-2 TWO-FAMILY DWELLING DISTRICTS, SECTION 603, OF ARTICLE VI, RM-1 AND RM-2 MULTI-FAMILY RESIDENTIAL DISTRICTS, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Section 201, of Article II, Definitions, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete the following definitions:

Boarding house. The term boarding house, rooming house, and lodging house are used synonymously in this ordinance. A one-family residential dwelling occupied in such a manner that certain rooms in excess of those used by members of the immediate family and occupied as a home or family unit are leased or rented to persons outside of the family, without any attempt to provide therein or therewith, cooking or kitchen accommodations for individuals leasing or renting rooms.

Bed and breakfast. An owner-occupied, one-family residential structure where the owner or operator provides overnight accommodations to guests in return for payment.

SECTION 2. Section 201, of Article II, Definitions, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

Building. Any permanent structure having a roof supported by columns, or walls, and intended for the shelter, or enclosure of persons, animals, or property of any kind.

SECTION 3. Section 401, B, of Article IV, R-1 One-Family Dwelling Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete the following provisions and re-number the remaining provisions:

5. The operation of a boarding house, as defined in Article II, provided that no more than two rooms may be used for boarders or roomers. One non-illuminated sign, not over one square foot in area, indicating such use may be displayed on the premises.

7. The operation of a bed and breakfast as defined in Article II, subject to all of the following criteria:
 - a. Has ten or fewer sleeping rooms, including sleeping rooms occupied by the owner or occupant, one or more of which are available to rent to transient tenants;
 - b. Serves meals at no extra cost to its transient tenants; and
 - c. Has a smoke detector in proper working order in each sleeping room and a fire extinguisher in proper working order on each floor.

SECTION 4. Section 403, B, of Article IV, R-1 One-Family Dwelling Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

B. Prohibited use for open areas: No machinery, equipment, vehicles, or other materials, shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

SECTION 5. Section 503, B, of Article IV, R-2 Two-Family Dwelling Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

B. Prohibited use for open areas: No machinery, equipment, vehicles, or other materials, shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

SECTION 6. Section 603, B, of Article IV, RM-1 and RM-2 Multi-Family Residential Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

B. Prohibited use for open areas: No machinery, equipment, vehicles, or other materials, shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

SECTION 7. Section 403 of Article IV, R-1 One-Family Dwelling Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to add the following:

D. The total area of all impervious surfaces shall not exceed 70% of the lot area.

SECTION 8. Section 503 of Article IV, R-2 Two-Family Dwelling Districts, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

D. The total area of all impervious surfaces shall not exceed 70% of the lot area.

SECTION 9. 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 10. 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 11. Effective Date

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

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

T. Edwin Norris
City Clerk

Marian McClellan
Mayor

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.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 17, 2016

AGENDA #

SUBJECT: Recommendation of Planning Commission on the proposed rezoning of 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District.

DEPARTMENT: Community & Economic Development

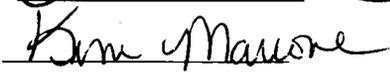
SUMMARY: At the October 10, 2016 meeting the Planning Commission conducted a Public Hearing to receive public comments on the proposed request from Pioneer Health Care Management, to rezone the property at 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District.

The Planning Commission voted to recommend to the City Council, to rezone the property at 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District.

RECOMMENDED ACTION: The City Council consider accepting the recommendation of the Planning Commission to rezone 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District and conduct the First Reading of the proposed ordinance to amend the City's Official Zoning District Map and to schedule the second reading of the proposed ordinance for the next scheduled City Council meeting.

APPROVALS:

City Manager: 

Director: 

Finance Director: _____

EXHIBITS: Memorandum, Proposed Zoning Ordinance Amendment.



CITY OF OAK PARK
**DEPARTMENT OF COMMUNITY &
ECONOMIC DEVELOPMENT**

MEMORANDUM

TO: Planning Commission members DATE: October 5, 2016
FROM: Kevin Rulkowski, AICP, City Planner FILE: Planning/PioneerHealthCare
SUBJECT: Proposed rezoning of 13200 Oak Park Boulevard, Pioneer Health Care Management

The Planning Division has received a request from Pioneer Health Care Management, to rezone the property at 13200 Oak Park Boulevard, from R-1, One Family Dwelling District to RM-1, Low-Rise Multi-Family Residential District.

A Public Hearing was scheduled for the October meeting to hear public comments on the rezoning request by Pioneer Health Care Management for 13200 Oak Park Boulevard, from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District. The proposed rezoning is the property identified as Property Identification # 25-29-301-015 on the attached map. The property is currently owned by the Chaldean Catholic Church of USA. The Pioneer Health Care Management proposal would demolish an existing building on the site and replace it with a one story, 66 bed Skilled Nursing and Rehabilitation Center. Enclosed is a preliminary site plan to illustrate the proposal. This preliminary site plan is not included as part of a formal Site Plan Review process and only the rezoning request is being considered at this time.

The following considerations were noted during the review of this rezoning request:

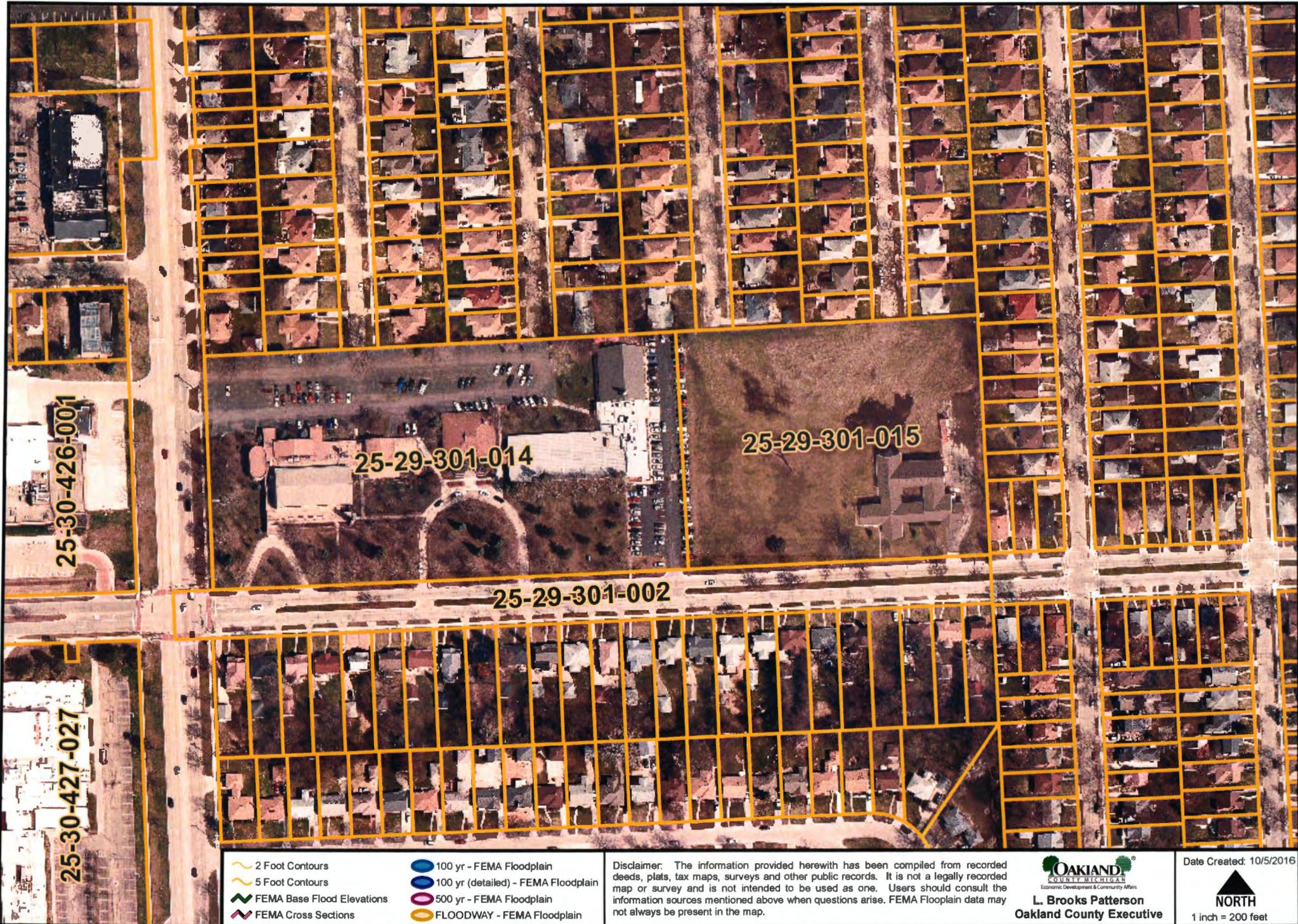
1. The Zoning Ordinance, Section 600, Intent, of the RM-1, Multi-Family Residential District states “The RM-1 low-rise multi-family residential districts and the RM-2 mid-rise multi-family districts are intended to provide areas for multiple family dwellings and related uses, which will generally serve as zones of transition from lower density residential districts to more intense use districts, while providing appropriate housing alternatives in a properly planned setting.” Currently there are no skilled nursing facilities in Oak Park providing specialized care in a residential setting.
2. The City’s Master Plan states “As the population ages, new housing opportunities are needed to keep long-term residents in Oak Park after retirement”.

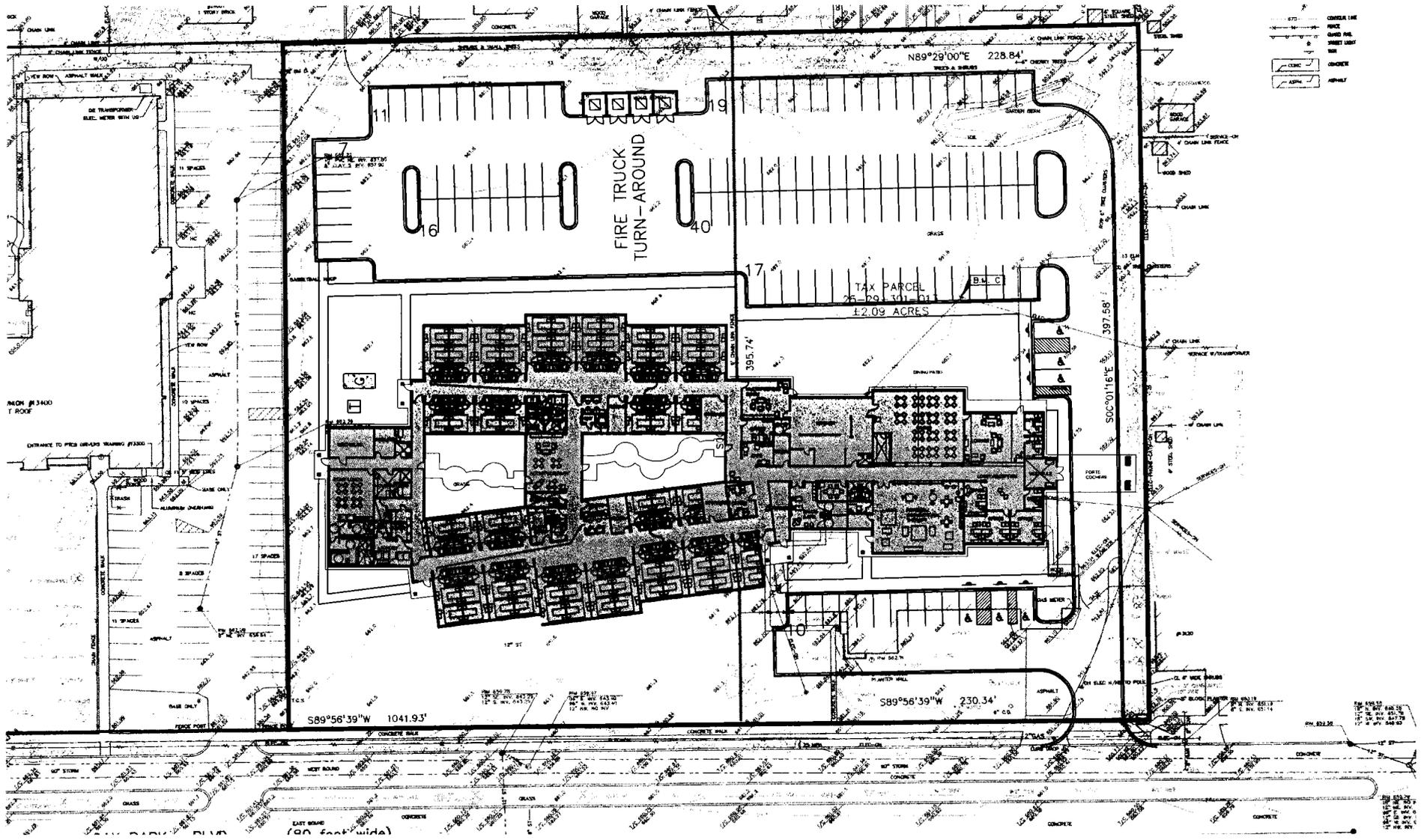
3. The City's Strategic Economic Development Plan (2014) states "a diverse housing stock will increase the attractiveness of Oak Park to a broader range of prospective residents, especially a greater mix of multi-family options that appeal to the two largest demographic groups in the country: Millennials and the aging Baby Boomers. It also encourages long-term investment in the city by providing the opportunity to transition into housing that matches their life-stage without having to leave the community".
4. The proposed rezoning is for property 4.5 acres in size.
5. All the adjacent parcels surrounding the subject parcel are zoned for single family residential use. The subject property and the property to the west have been used as Places of Worship for many years. At the nearby intersection of Coolidge Highway and Oak Park Boulevard are the City of Oak Park municipal campus and the Oak Park High School.
6. The RM-1, Multi-Family Residential District permits, as a Special Land Use, "convalescent or rest homes".
7. The setback requirements for the RM-1, Multi-Family Residential District and R-1, One-Family Dwelling District are very similar in their requirements. Both districts have 25 foot setbacks from the front property lines.
8. The proposed zoning change should have no significant impact to the traffic conditions in the area.
9. The City of Oak Park Master Plan identifies this area as a quasi-public land use. A skilled nursing care facility is consistent with this classification.
10. Currently there is a partially reconstructed community meeting facility on the property that never was never operational.
11. The proposed zoning change would be consistent with the intent of the Master Plan to create more diversification in its housing inventory.
12. The proposed zoning change would be consistent and compatible with existing land uses in the area.

The proposed zoning district change is appropriate for this location and is consistent and compatible with existing land uses in the area. Both the Oak Park Master Plan and the Strategic Economic Development Plan identify the need for greater housing diversification which would include residential-type uses such as skilled nursing facilities.

The proposed zoning change would be consistent with the intent of the Master Plan by creating new housing opportunities and greater diversification of the available housing stock. Based on the above considerations, the Planning Division recommends rezoning the subject property, 13200 Oak Park Boulevard (Property Identification # 25-29-301-015), from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District.

13200 Oak Park Blvd





Oakridge Nursing & Rehabilitation LLC

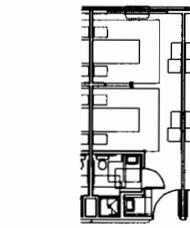
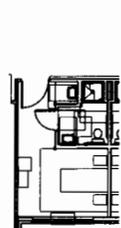
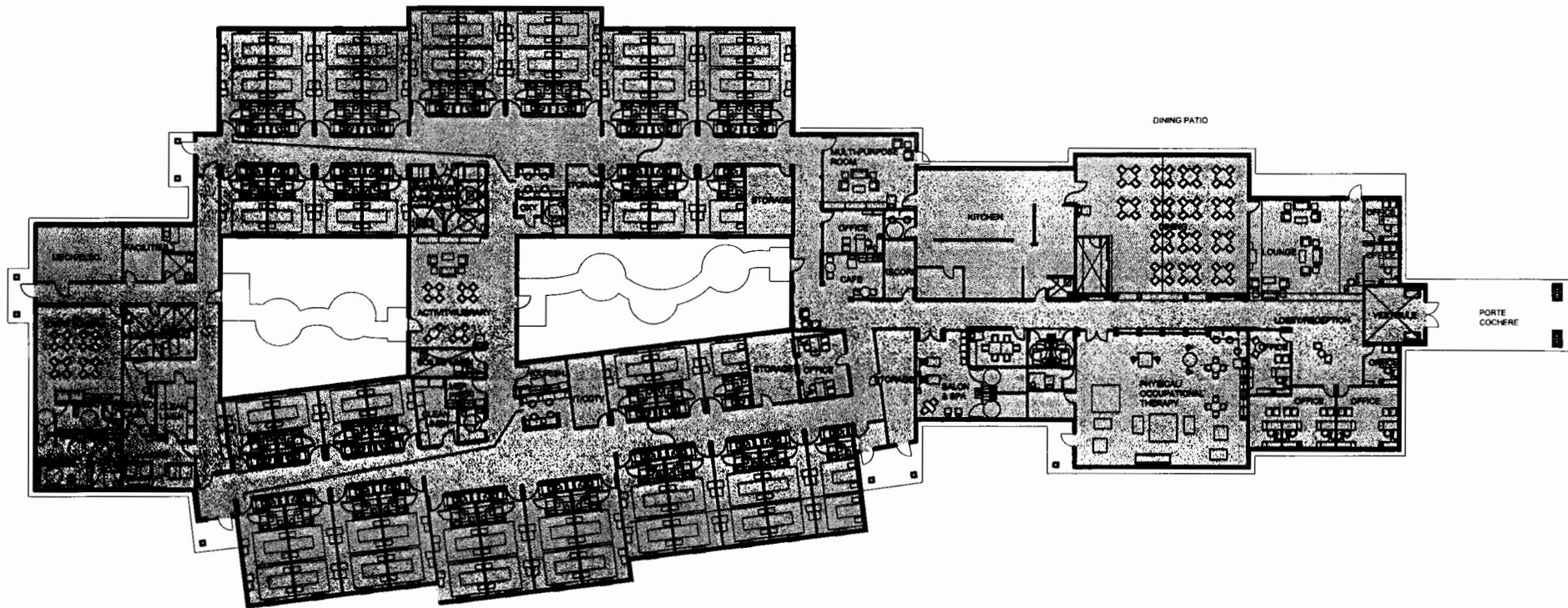
Oak Park, MI

Information for CON

NSA Project No. 216000.46 September 23, 2016

TOTAL PARKING: (103) SPACES WITH (6) ACCESSIBLE SPACES = 109 SPACES





TYP. PRIVATE ROOM

TYP. SEMI PRIVATE ROOM

BUILDING SQUARE FOOTAGE
FLOOR: 42,375 SQ. FT.

25 SEMI PRIVATE ROOMS: 50 BEDS
14 PRIVATE ROOMS: 14 BEDS
TOTAL: 64 BEDS

SEMI PRIVATE ROOM: GROSS: 409 SQ. FT.
SEMI PRIVATE ROOM: NET: 295 SQ. FT.

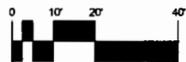
PRIVATE ROOM: GROSS: 304 SQ. FT.
PRIVATE ROOM: NET: 293 SQ. FT.

SQUARE FOOTAGE BREAKDOWN:

PATIENT ROOMS: 14,481 SQ. FT.
NURSING STATIONS: 544 SQ. FT.
ADMINISTRATION-OFFICES: 3,138 SQ. FT.
KITCHEN-DINING: 4,337 SQ. FT.
PHYSICAL THERAPY: 1,954 SQ. FT.
LIBRARY, RECREATION, LOUNGE, SALON, PLAYROOM: 9,196 SQ. FT.
MECHANICAL, ELECTRICAL, MAINTANANCE, STORAGE: 3,807 SQ. FT.
CIRCULATION, CORRIDORS: 4,918 SQ. FT.

Oakridge Nursing & Rehabilitation LLC

Oak Park, MI



Information for CON

NSA Project No. 216000.46 September 23, 2016



CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND APPENDIX A-ZONING, ARTICLE III, AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 29 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO RM-1, MULTI-FAMILY RESIDENTIAL DISTRICT.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. The Code of Ordinances of the City of Oak Park is hereby amended by changing the use district of the following described parcel of land in Section 29 and currently zoned R-1, One-Family Dwelling District, according to the City's Official Zoning District Map, Appendix-A Zoning, Article III, to RM-1, Multi-Family Residential District:

T1N, R11E SEC 29 Part of SW 1/4 BEG at PT DIST N 89-29-00 E 776.27 FT from INTERSEC of E LINE of Coolidge Hwy & S LINE of NORTHFIELD BOULEVARD SUB, TH N 89-29-00 E 493.94 FT, TH S 00-21-16 E 397.58 FT, TH S 89-56-39 W 496 FT, TH N 00-03-01 W 393.60 FT TO BEG 4.50 Acres.

Common address: 13200 Oak Park Blvd.
Property Identification Number: 52-25-29-301-015

SECTION 2. It is hereby ordered that the Official Zoning District Map of the City of Oak Park, as herein amended, be incorporated with this ordinance and be considered a part hereof and be published in connection herewith.

SECTION 3. It is further ordered that from and after the effective date of this ordinance, the above described parcel of land shall be in the RM-1, Multi-Family Residential District, and be subject to the regulations pertaining to such a district.

SECTION 4. Conflicting Provisions Repealed

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

SECTION 5. Severability

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

SECTION 6. Effective Date

This ordinance shall be effective thirty (30) days from the date of adoption and shall be published as required by the Charter of the City of Oak Park.

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

Ed Norris
City Clerk

Marian McClellan
Mayor

I, Ed 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.

Ed Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 12, 2016**AGENDA #****SUBJECT:** City Magazine Advertising Rates and Contract**DEPARTMENT:** Economic Development & Communications/Community Engagement and Public Information

SUMMARY: The Community Engagement and Public Information Department is establishing a City Magazine Advertising Contract and City Magazine Advertising Rate Sheet. We are basing our advertising rates on the City's current newsletter while also taking into consideration advertising rates for other publications that service our area, such as Ferndale Friends, Daily Tribune, Van Dyke Quarterly, and Oakland Press. We've also consulted with other cities and organizations that produce a similar magazine to ours. This includes Redford Township, City of Livonia, Livonia Parks and Recreation, Michigan Municipal League's The Review, Trenton Parks and Recreation, and City of Troy.

The current Newsletter Advertising Rate Sheet are as follows:

- A business sponsorship article is \$500.
- Advertisement that is camera-ready that is 2" width x 3" height is \$200 one issue; \$500 for three issues; and \$1,000 for six issues.
- Additional fee for graphic ad design is \$50 per graphic.

The new rate structures reflects our new magazine style publication and the opportunity for additional advertising. Based upon our research, we recommend the following rates for advertising:

**Full Page/Full Color Ad
(8" width x 10.5" height)**

\$600 (1 issue/1 quarter)
\$1,100 (2 issues/2 quarters)
\$1,600 (3 issues/3 quarters)
\$2,000 (4 issues/4 quarters)

**Half Page/Full Color Ad
(4" width x 10.5" height)**

(8" width x 5.25" height)
\$300 (1 issue/One Quarter Year)
\$550 (2 issues/2 quarters)
\$800 (3 issues/3 quarters)
\$1,000 (4 issues/4 quarters)

Ad Design

Professional Ad Design and Layout
\$100 per ad

**Quarter Page/Full Color Ad
(4" width x 5.25" height)**

(8" width x 2.50" height)
\$150 (1 issue/One Quarter Year)
\$275 (2 issues/2 quarters)
\$400 (3 issues/3 quarters)
\$500 (4 issues/4 quarters)

One-Eighth Page/Full Color Ad

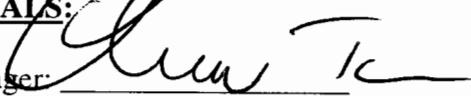
2" width x 5.25" height
4" width x 2.50" height
\$75 (1 issue/One Quarter Year)
\$138 (2 issues/2 quarters)
\$200 (3 issues/3 quarters)
\$250 (4 issues/4 quarters)

FINANCIAL STATEMENT: None.

RECOMMENDED ACTION: To approve the City Magazine Advertising Contract, the City Magazine Advertising Rate/Fee Schedule, and to include the City Magazine Advertising Fees into 2016-2017 City of Oak Park Schedule of Fees.

APPROVALS:

City Manager:



Directors:



EXHIBITS:

- City Magazine Advertising Contract
- City Magazine Advertising Rate Comparisons
- Newsletter Advertising Rate Sheet
- Oak Park – Advertising Agreement
- Oak Park – Advertising Policy

**CITY OF OAK PARK
ADVERTISING AGREEMENT**

This City of Oak Park Advertising Agreement (hereinafter referred to as "Agreement") is entered into on this (___) day of (Month), (Year), by and between the City of Oak Park, Michigan, a municipal corporation (hereinafter referred to as "City") and (Contact Name), of (Company Name), (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, the City of Oak Park recognizes that opportunities exist to raise revenue for the City through the sale of commercial advertising in City publications; and

Whereas, the City of Oak Park is acting in its proprietary capacity to raise revenues for the City in a manner consistent with City policies; and

Whereas, the intent of this Agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements in specified City publications; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space in City publications for the purpose of conveying information to the public at large.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this Agreement, Advertiser agrees to submit payment, to City, for advertisement space in the City Publication specified in Exhibit "A" of this Agreement, at the rate specified therein.
2. **ADVERTISING AVAILABILITY:** An Advertiser may purchase ad space for advertisements in any City Publication as offered in Exhibit "A". Potential Advertiser will be able to select a particular ad space in each publication, if available, as listed in Exhibit "A" along with the duration of each advertisement. The Department of Communications and Public Information will maintain a listing of available advertising space in each publication, to include expiration dates of existing advertisements.
3. **PAYMENT:** Advertiser has requested and agrees to pay City for specific advertising space as listed and calculated in Exhibit "A." Advertiser agrees to abide by terms and conditions listed in said Exhibit "A," and contained herein.
4. **RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** The purpose of this advertising program is to maximize the revenue of the City, and not to create a public forum for the public discussion of political or controversial issues. The City will not accept advertising that directly or indirectly supports or opposes a

particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which complies with the City's Advertising Policy attached hereto as Exhibit "B". The City reserves the right to refuse any advertising that does not conform to the detail, instructions and guidelines set forth in the technical specifications for advertisements as provided by the City and any other governmental agency with authority to regulate this usage. The City reserves the right to refuse advertising that is not presented to the City at least three business days before the requested start date. The City may, at its sole discretion, refuse to place and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

5. **ADVERTISING MEDIA:** The Advertiser is responsible for providing graphic "advertising concepts" of their own design to the City for approval. Once the City approves the advertising concept, the advertiser shall convert the approved "advertising concept" onto the "media" which meets the requirements specified in Exhibit "A" for publication.
6. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify City and to hold City harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by City, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
7. **LIMITATION ON DAMAGES:** In no event will City be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not City has been advised of the possibility of such damage.
8. **ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
10. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

11. CANCELLATION: The City shall have the right to cancel this agreement by providing three (3) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from any and all further obligations hereunder as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.

The following Exhibits are attached to the City of Oak Park Advertising Agreement and by reference the most current copy is made a part hereof.

Exhibit "A": Advertising Fee Schedule and Media Specification

Exhibit "B": Advertising Policy

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

City of Oak Park

Advertiser

Denise DeSantis, Dept. of Community
Engagement and Public Information

(Company Name)

(Advertiser Authorized Agent)

Date _____

(Date)

Approved As to Form:

Ebony L. Duff
City Attorney

Advertising Policy

PPM#:

POLICY STATEMENT:

The City of Oak Park recognizes that opportunities exist to offset the costs of City publications through the sale of commercial advertising in City publications. The City of Oak Park is acting in its proprietary capacity in a manner consistent with City policies. By selling advertising, the City is not creating a public forum or a limited public forum for speech. This policy governs the sale of advertising, defines the types of commercial advertising the City will sell and ensures that standards for acceptance or rejection are clear and objective.

DESCRIPTION OF PROCEDURE:

The term "advertising" means any public notice, announcement, printed material, picture or signage designed to promote an activity, product or business. The sale of advertising space is limited to purveyors of goods and services.

The Department of Communications and Public Information shall approve all advertisements submitted for placement in any City publication, and has the right to approve, deny, and edit content, in part or in whole in accordance with this Policy. The City retains sole discretion when deciding to approve or deny advertisements. This includes, but is not limited to, such factors as the advertisement's size, format, appearance, placement, and the length of time the advertisement will appear in the City publication. The City reserves the right to remove any advertisement that was previously approved.

The City Manager shall be the final authority, if necessary, in determining whether or not an advertisement contains the prohibitions outlined in this Policy. The Department of Communications and Public Information will administer the requests for advertising placement as well as direct any appeals to the City Manager.

The City will consider, but is not limited to, the following criteria when approving or denying advertisements submitted for publication:

1. **Timing:** The department will consider the timing of the advertisement in relationship to the applicable publication deadlines or any other pertinent events. The opportunity to advertise in any publication is contingent upon available space.
2. **Content:** The contents of an advertisement are solely the responsibility of the advertiser. The advertiser assumes liability for all content (including text, representations and illustrations, and any material on a website to which the advertisement provides a link or reference) of advertisements printed, and also assume responsibility for any claims arising thereof made against the City.

The appearance of an advertisement in a City publication will constitute neither a guarantee nor an endorsement by the City of the product, service, or company involved, or of the claims made for the product within the advertisement.

The City reserves the right to reject any advertising that conflicts with the City's Code of Ordinances or any other applicable laws.

Prohibitions on advertising content include, but are not limited to, the following:

- a. Promoting hostility, disorder, violence or attacks on any person or group of persons.
- b. Promoting discrimination including, but not limited to, demeaning, harassing, or ridiculing any person or group based on race, color, national origin, religion, sex, age, disability, ancestry, creed, or sexual orientation.
- c. Libelous statements or information.
- d. Promoting, favoring or opposing the candidacy of any candidate for election or public question.
- e. Being obscene or pornographic as defined by prevailing community standards.
- f. Promoting the use of alcohol, tobacco or firearms or weapons of any kind.
- g. Contains information which promotes unlawful or illegal goods, services or activities.
- h. Denigrates the City of Oak Park, employees, operations, officers, or agents.
- i. Appears that the City of Oak Park endorses the advertising.

Additionally, advertisers shall meet the following criteria before the City of Oak Park will sell advertising space to them:

1. Enter into any appropriate legal contracts with the City of Oak Park to be authorized by the department, as required.
2. Provide electronic versions of all advertising materials, and proofs, as necessary, to meet the City's print schedule, at no cost to the City, as applicable.
3. Submit required payments.
4. Adhere to all other City policies, Municipal Codes, and procedures as well as State, County and Federal laws and policies.

This policy applies to all City of Oak Park publications.

RELATED PPMS:

TYPE: General

CITY MANAGER AUTHORIZATION DATE:



CITY OF OAK PARK

DEPARTMENT OF COMMUNICATIONS & PUBLIC INFORMATION

Mayor
 Marian McClellan
Mayor Pro Tem
 Paul Levine
Council Members
 Michael M. Seligson
 Carolyn Burns
 Kiesha Speech
City Manager
 Erik Tungate

City Magazine Advertising Rate Contract

	Ad Type	Specs	Price*	
<p style="text-align: center;">Oak Park City Magazine/Recreation Brochure</p> <p>• DESCRIPTION • City Magazine/Recreation Brochure that contains City announcements, departmental updates, news, events, services and programs.</p> <p>• FREQUENCY • Quarterly</p> <p>• DISTRIBUTION • <u>Mailing</u> Quarterly Circulation (Approx. 16,000, includes 13,495 households and businesses, no P.O. boxes)</p> <p><u>Online</u> City Website Recreation Page City Website Publication Archives Community eBlast Mentions (Approx. 1,800 p/eBlast)</p> <p>• AUDIENCE • Potential, current and new Oak Park residents, public officials, local businesses, Recreation Program participants, surrounding communities, community partners, and City employees</p>	Advertisement, Camera-Ready Art	Full Page/Full Color Ad 8" width x 10.5" height Half Page/Full Color Ad 4" width x 10.5" height 8" width x 5.25" height Quarter Page/Full Color Ad 4" width x 5.25" height 8" width x 2.50" height One-Eighth Page/Full Color Ad 2" width x 5.25" height 4" width x 2.50" height	\$600 (1 issue/1 quarter) \$1,100 (2 issues/2 quarters) \$1,600 (3 issues/3 quarters) \$2,000 (4 issues/4 quarters) \$300 (1 issue/One Quarter Year) \$550 (2 issues/2 quarters) \$800 (3 issues/3 quarters) \$1,000 (4 issues/4 quarters) \$150 (1 issue/One Quarter Year) \$275 (2 issues/2 quarters) \$400 (3 issues/3 quarters) \$500 (4 issues/4 quarters) \$75 (1 issue/One Quarter Year) \$138 (2 issues/2 quarters) \$200 (3 issues/3 quarters) \$250 (4 issues/4 quarters)	
		Ad Design	Professional ad design and layout	\$100 per ad

13-Oct-16

*Prices are subject to change. Only a finalized contract and/or confirmation letter from the City of Oak Park guarantees pricing for specified terms and conditions.

**The City of Oak Park reserves the right to deny any advertisement.

All advertisements must adhere to the City of Oak Park's advertising standards, be politically non-partisan and comply with non-discrimination policies. The City of Oak Park reserves the right to determine advertising eligibility.

Contract Terms: IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

Ad Type: _____ **Term:** _____ **Price:** _____
Advertiser Co. Name: _____ **Address:** _____ **Phone:** _____
Advertiser Representative Signature: _____ **Date:** _____
City of Oak Park, Community Engagement and Public Information Signature _____ **Date:** _____

Contact Denise DeSantis, Director of Community Engagement, City of Oak Park | Phone: (248) 691-7589 Email: ddesantis@OakParkMI.gov



CITY OF OAK PARK

DEPARTMENT OF COMMUNICATIONS & PUBLIC INFORMATION

Mayor
Marian McClellan
Mayor Pro Tem
Paul Levine
Council Members
Michael M. Seligson
Carolyn Burns
Kiesha Speech
City Manager
Erik Tungate

Advertising Rate Sheet July 2016– June 2017

	Ad Type	Features	Price*
<p>Oak Park Branch "Acorns of information for Oak Park Residents"</p> <p>• DESCRIPTION • Newsletter with updates from City Administration to the Community</p> <p>• FREQUENCY • Bi-Monthly</p> <p>• DISTRIBUTION • <u>Mailing</u> Households/businesses (# 14,448)</p> <p><u>Displays</u> City Hall, Local Businesses**</p> <p><u>Online</u> City web site (# ~15,900/mo) Community E-Blasts (# 1,000)</p> <p>• AUDIENCE • Oak Park residents, public officials, local businesses, surrounding communities, potential residents and business owners, community partners, City employees</p>	<p>Business Sponsorship Article</p>	<ul style="list-style-type: none"> ▪ Partnership article with City of Oak Park department; business name/logo; business address, phone, hours, web site ▪ Loyalty offer, i.e. mention article for shopper's discount ▪ Published: one issue 	\$ 500
	<p>Advertisement camera-ready</p>	<ul style="list-style-type: none"> ▪ Black & white or color print advertisement ▪ Approx. 2" x 3" ad space (business card-sized) 	\$ 200/issue (2 mos) \$ 500/3 issues (6 mos) \$ 1,000/6 issues (1 yr)
	<p>Ad Design</p>	<ul style="list-style-type: none"> ▪ Professional ad design and layout 	\$ 50 per ad

19-Jun-15

*Prices are subject to change. Only a finalized contract and/or confirmation letter from the City of Oak Park guarantees pricing for specified terms and conditions.

**Display locations: Oak Park City Hall, Library and community Center; 45th Dist. Court; Jewish Community Center; Glory Supermarket; Walgreens; Pita Café; An'Des Salon; Sheer's Ace Hardware; Motor City Soul Food.

All advertisements must adhere to the City of Oak Park's advertising standards, be politically non-partisan and comply with non-discrimination policies. The City of Oak Park reserves the right to determine advertising eligibility.

CONTACT: CEPI Director Denise DeSantis at ddesantis@ci.oak-park.mi.us or (248) 691-7589



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

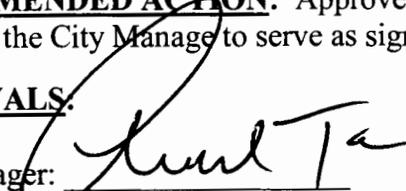
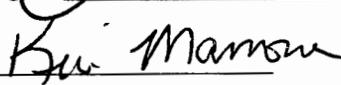
AGENDA #

SUBJECT: Purchase of 26705 Coolidge – Vacant Lot**DEPARTMENT:** Economic Development & Communications Department**SUMMARY:** Under the direction of City manager Erik Tungate and approval through City Council at the special meeting of June 20, 2016 to allow a contract to be negotiated for an amount up to \$75,000 to purchase said property.

SCM-06-222A-16 (AGENDA ITEM #3B) AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE A PURCHASE AGREEMENT FOR THE PROPERTY AT 26705 COOLIDGE FOR AN AMOUNT NOT TO EXCEED \$75,000.00 - APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to authorize the City Manager to negotiate a purchase agreement for the property at 26705 Coolidge for an amount not to exceed \$75,000.00.

An original purchase price was negotiated and we entered into a contract and began our due diligence. After the due diligence and conducting a Phase 1 and 2, we felt it in the city's best interest to re-negotiate the offer. After a few months of negotiating an agreed upon price was \$43,000. The city plans to utilize the site as either a city park or try to redevelop it. Being at the city entrance it is in the city's best interest to make the site more presentable to protect the property values in the areas surrounding it.

FINANCIAL STATEMENT: Monies are available in account 402-18-444-956.100, City Property Fund**RECOMMENDED ACTION:** Approve the purchase of vacant land at 26705 Coolidge and allow the City Manager to serve as signatory on closing documents.**APPROVALS:**City Manager: Director: 

Finance Director: 

EXHIBITS: Contract

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), Nika Lucaj, whose address is 26705 Coolidge, Oak Park, MI 48237 (Seller), and The City of Oak Park, whose address is 14300 Oak Park Blvd., Oak Park, MI 48237 (Buyer), agree to sell and purchase the following vacant parcel of real estate located in the City of Oak Park, Oakland County, Michigan, legally described as follows:

T1N, R11E, SEC 19 NORTHAVEN SUB LOTS 40, 41 & 42

Parcel Number: 52-25-19-227-041

Property Address: 26705 Coolidge, Oak Park, MI 48237

(the Property), together with all improvements and appurtenances now on the Property, with Buyer to pay \$75,000.00 (Seventy Five Thousand Dollars) (the Purchase Price), subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

WARRANTY DEED

Delivery of the usual warranty deed conveying marketable title on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, title company check, or certified check.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer as soon as possible a commitment for title insurance issued by **BBC Title** (or a similar national title insurance company acceptable to Buyer) (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title.

TITLE OBJECTIONS

If objection to title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance under this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able and elects to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement.

EARNEST MONEY DEPOSIT

The Seller is not requiring an earnest money deposit from the Buyer at this time.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Current homeowners, subdivision, or condominium association dues and assessments, if any, shall also be prorated between Seller and Buyer as of the date of closing on a due-date basis. Seller shall be responsible for payment of all installments due on or before closing for any special assessment against the Property. Buyer shall be responsible for payment of all installments due after closing on any special assessment against the Property. If any special assessment must be paid in full at closing, Buyer shall make such payment at closing. Seller shall pay the cost of all utilities and service charges through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place at the office of the Title Company, Buyer's lender, or Seller's broker. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than September 27, 2016.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents, if any. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any document preparation fee, excepting as to loan documents, shall be paid by Seller and Buyer equally. Seller shall pay the required transfer tax, the cost of an owner's commitment and standard policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax and governmental reporting documents as required by the Title Company.

POSSESSION

Buyer is entitled to immediate possession of the property after closing and tender of all funds due under the terms of this Purchase Agreement.

SELLER'S DISCLOSURE STATEMENT

Buyer acknowledges receipt of a completed Seller's Disclosure Statement for the Property on or before the Effective Date (as defined below) of this Agreement.

INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and its structures examined for physical and environmental condition by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within thirty (30) days of the Effective Date (as defined below). Buyer acknowledges and agrees that if Buyer obtains a professional inspection of the Property, the report of the contractor/professional inspector, be it oral or written, shall be deemed an amendment to the Seller's Disclosure Statement, which Buyer acknowledges receiving on or before the Effective Date (as defined below), and which amendment Buyer acknowledges receiving prior to this Agreement becoming a "binding purchase agreement" as meant under the Michigan Seller Disclosure Act (MCL 565.951 et seq.). Unless Buyer notifies Seller, in writing, within forty-five (45) days of the Effective Date (as defined below) that Buyer has substantial cause to be dissatisfied with the results of such examinations, and which writing shall specifically recite the causes of such dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller shall have the option of providing for the making of the required repair or declaring this Agreement null and void and returning all deposits to Buyer. For the purpose of this Property Inspection Contingency, no individual cause for dissatisfaction costing less than **One Thousand and NO/100 (\$1,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller and furnished to Buyer pursuant to this Purchase Agreement.

BUYER'S DEFAULT

If Buyer defaults under this Agreement, Seller may, at Seller's option, pursue all legal and equitable remedies available to Seller under Michigan law, or Seller may retain the deposit as liquidated damages, and in full termination of this Agreement. If Seller elects to retain the deposit as liquidated damages, Seller acknowledges and agrees that Seller does so as Seller's sole remedy, and Seller shall have voluntarily waived any other legal or equitable remedy Seller may have as a result of the default.

SELLER'S DEFAULT

If Seller defaults under this Agreement, Buyer may, at Buyer's option, pursue all legal and equitable remedies available to Buyer under Michigan law, or demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Agreement. If Buyer elects

to a return of the deposit, the deposit shall be returned as liquidated damages. Buyer acknowledges and agrees that Buyer's election of a return of the deposit shall be Buyer's sole remedy, and Buyer shall have voluntarily waived any other legal or equitable remedy Buyer may have as a result of the default.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this Agreement shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

TIME OF THE ESSENCE

Time is of the essence of this Agreement, but Buyer may waive this provision for the purpose of curing title defects.

BROKERS

Seller and Buyer represent and warrant to each other that they have not used or employed the services of any real estate brokers, sales agents, or finders in connection with the purchase and sale of the Property.

ENTIRE AGREEMENT

The parties agree that this Purchase Agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings which have been relied on by the parties to this Purchase Agreement which are not stated in this Purchase Agreement.

ALL AGREEMENTS IN WRITING

The parties agree that this Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer.

EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date

they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW [HIS / HER] SIGNATURE.**

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Nika Lucaj, Seller

/s/ *Nika Lucaj*

Dated: 6 28 2016

STATE OF MICHIGAN)

COUNTY OF Oakland)
SS.

The foregoing instrument was acknowledged before me this 28 day of June, 2016
by Cynthia L. Victor

Notary Public, Oakland County
acting in Oakland County
My Commission expires : 5/26, 2022

CYNTHIA L. VICTOR
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 26, 2022
ACTING IN COUNTY OF Oakland

[Continued Next Page]

The City of Oak Park

/s/ [Signature]

Title: City Manager

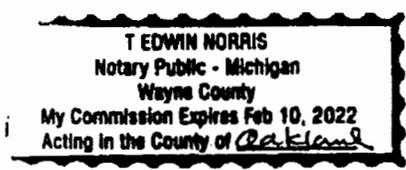
Dated: 6/28/16

Dated this 28th day of June, 2016

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged
before me this 28th day of June, 2016
by T. Edwin Norris

[Signature]
Notary Public, Wayne County
acting in Oakland County
My Commission expires
Feb. 10, 2022



[End of document]

Property Address: 26705 Coolidge Oak Park Mi MICHIGAN
Street City, Village, Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	_____	_____	_____	_____	Lawn sprinkler system	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____	Water heater	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____	Plumbing system	_____	_____	_____	_____
Hood/fan	_____	_____	_____	_____	Water softener/conditioner	_____	_____	_____	_____
Disposal	_____	_____	_____	_____	Well & pump	_____	_____	_____	_____
TV antenna, TV rotor & controls	_____	_____	_____	_____	Septic tank & drain field	_____	_____	_____	_____
Electrical System	_____	_____	_____	_____	Sump pump	_____	_____	_____	_____
Garage door opener & remote control	_____	_____	_____	_____	City water system	_____	_____	_____	_____
Alarm system	_____	_____	_____	_____	City sewer system	_____	_____	_____	_____
Intercom	_____	_____	_____	_____	Central air conditioning	_____	_____	_____	_____
Central vacuum	_____	_____	_____	_____	Central heating system	_____	_____	_____	_____
Attic fan	_____	_____	_____	_____	Wall furnace	_____	_____	_____	_____
Pool heater, wall liner & equipment	_____	_____	_____	_____	Humidifier	_____	_____	_____	_____
Microwave	_____	_____	_____	_____	Electronic air filter	_____	_____	_____	_____
Trash compactor	_____	_____	_____	_____	Solar heating system	_____	_____	_____	_____
Ceiling fan	_____	_____	_____	_____	Fireplace & chimney	_____	_____	_____	_____
Sauna/hot tub	_____	_____	_____	_____	Wood burning system	_____	_____	_____	_____
Washer	_____	_____	_____	_____	Dryer	_____	_____	_____	_____

Explanations (attach additional sheets, if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes _____ no _____
 If yes, please explain: _____
- Insulation: Describe, if known: _____
 Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof: Leaks? yes _____ no _____
 Approximate age, if known: _____
- Well: Type of well (depth/diameter, age and repair history, if known): _____
 Has the water been tested? yes _____ no _____
 If yes, date of last report/results: _____

BUYER'S INITIALS _____
 SELLER'S INITIALS N/A

FORM H JAN/04

Seller's Disclosure Statement

Property Address: 26705 Coolidge Street City, Village, or Township MICHIGAN

- 5. Septic tanks/drain fields: Condition, if known: Non
6. Heating system: Type/approximate age:
7. Plumbing system: Type: copper, galvanized, other
8. Electrical system: Any known problems?
9. History of infestation, if any: (termites, carpenter ants, etc.)
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
11. Flood insurance: Do you have flood insurance on the property?
12. Mineral Rights: Do you own the mineral rights?

- Other Items: Are you aware of any of the following:
1. Features of the property shared in common with adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?
2. Any encroachments, easements, zoning violations or nonconforming uses?
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property?
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural or grading problems?
6. Major damage to the property from fire, wind, floods, or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the Seller's right to convey the property?

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from (date) to (date).
The Seller has owned the property since (date).
The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller: [Signature] Date
Seller: Date

Buyer has read and acknowledges receipt of this statement.

Buyer: Date Time
Buyer: Date Time

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

SECOND ADDENDUM TO PURCHASE AGREEMENT

This addendum (the Addendum) is made on October 13, 2016 and amends the purchase agreement (the Agreement) dated June 28, 2016, and Addendum to purchase agreement dated July 28, 2016, between Nika Lucaj as Seller and The City of Oak Park as Buyer of the vacant parcel of real estate located in the City of Oak Park, Oakland County, Michigan, legally described as

T1N, R11E, SEC 19 NORTHAVEN SUB LOTS 40, 41 & 42

Parcel Number: 52-25-19-227-041

Property Address: 26705 Coolidge, Oak Park, MI 48237

(the Property), together with all improvements and appurtenances now on the Property, with Buyer to pay \$43,000.00 (Forty-Three Thousand Dollars) (the Purchase Price), subject to building and use restrictions and easements, if any, and zoning ordinances.

CLOSING

Closing shall take place at the office of the Title Company, Buyer's lender, or Seller's broker. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and the availability of Buyer to close, provided, however, that closing shall occur not later than

_____.

The terms used in this Addendum have the same meaning as in the original Agreement and July 28, 2016 Addendum unless otherwise specifically provided. To the extent not expressly amended herein, the June 28, 2016 Agreement shall remain in full force and effect.

[Signatures continued next page]

Dated: 10/18/16

By /s/ [Signature]
Nika Lucaj

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18 day of OCTOBER 2016 by Cynthia L Victor

Notary Public, Oakland County
Acting in Oakland County
My Commission expires: 5/26/22, 20__

CYNTHIA L. VICTOR
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 26, 2022
ACTING IN COUNTY OF

Dated: _____

By /s/ [Signature]
The City of Oak Park
Title: City Manager
Dated: 10/13/16

The foregoing instrument was acknowledged before me this 31st day of OCTOBER 2016 by [Signature]

Notary Public, Oakland County
Acting in Oakland County
My Commission expires: _____, 20__

T EDWIN NORRIS
Notary Public - Michigan
Wayne County
My Commission Expires Feb 10, 2022
Acting in the County of Oakland

[End of Document]

DURABLE POWER OF ATTORNEY

I, Nick Lucaj, am of sound mind, and I voluntarily make this designation. I revoke any financial powers of attorney I have signed in the past. I designate Tom Lucaj, my son, living at 2347 Rochelle Park Dr., Rochester Hills, MI 48306, to act for me as my agent and attorney in fact, with the powers set forth in this document. I have discussed this appointment with the individual I have designated. My agent has the powers set forth in this document immediately upon my signing it.

I hereby grant to my agent, all of the powers hereinafter granted to such agent, including the general power to perform any act relating to my property, my business affairs, my assets and liabilities (including obligations for taxes), and my income and expenditures as I myself could do, and on my behalf to execute all such instruments and to do all such acts and things as fully and effectually in all respects as I myself could do if personally present. As examples of the foregoing general powers, but not in limitation thereof, my agent shall have the following powers:

(1) to sell, pledge or otherwise dispose of any securities, or to purchase any securities, whether stocks, bonds or otherwise; to exercise any rights or warrants with respect thereto; and in my name, place and stead to execute such transfers, assignments or other instruments as shall be necessary or convenient therefor;

(2) to receive any moneys which may be due or become due to me and to pay or deposit the same in my name, or my agent's name, or otherwise with any banker, broker or other agent; to open any one or more bank accounts to deposit such moneys or otherwise, including savings or checking accounts, and to withdraw from the same all or any part thereof, and to give receipts therefor; to endorse in my name checks, vouchers, bills of exchange, drafts, remittances, bonds, notes or other evidences of debt payable to me, and to deposit the proceeds thereof in any of such account(s), or to receive cash therefor; including but without limiting the generality of the foregoing, to receive cash on checks drawn by my said agent in my name payable in cash or to the order of said agent; and the

drawee is hereby authorized to honor all checks and orders drawn by said agent and charge to the account upon which drawn all moneys paid out by it on checks or orders so drawn;

(3) to manage and superintend all real estate of which I am or shall become possessed, including the right to collect the rents and mortgage the same;

(4) to sell and convey, on such terms and for such consideration as my said agent shall deem wise, any and all property, both real and personal, owned by me; and in my name, stead and behalf to execute, acknowledge, seal and deliver all deeds or other instruments for such purposes;

(5) to make a gift, as my said agent shall deem wise, from any and all property, both real and personal, owned by me; and in my name, stead and behalf to execute, acknowledge, seal and deliver all deeds or other instruments for such purposes;

(6) to commence, prosecute or enforce, or defend, answer or oppose all actions or other legal proceedings touching any of the matters aforesaid or any other matters in which I am or may be hereafter interested or concerned; and also to compromise or refer to arbitration any such action or proceeding;

(7) to appoint and employ any agent, servants or other persons, on salary or other compensation, and from time to time to dismiss or discharge the same and any others and appoint or employ others in their stead;

(8) to borrow moneys from time to time from any lender or lenders (hereinafter collectively referred to as "lenders") in such amounts as my said agent shall, in the sole discretion of said agent, deem appropriate; to receive and receipt for the proceeds of any and all such borrowings; in my name to make, execute and deliver to such lenders all such promissory notes as may be required to evidence such indebtedness and any renewal or renewals, or extension or extensions thereof, such notes and renewals or extensions to be of such maturities, at such rate or rates of interest and upon such other terms and conditions as my said agent shall, in the sole discretion of said agent, deem appropriate; and my said agent shall have full power to collateralize all or any part of such indebtedness by the assignment to the lender of any policy or policies of insurance on my life, and by the mortgage, pledge and assignment of any other property or assets, real or personal, now or hereafter owned by me or in my name, all upon such terms and conditions as my said agent, in the sole discretion of said agent, shall deem appropriate; and to make, execute and deliver all such documents and instruments requisite to effectuate the foregoing;

(9) to have access to any safe deposit box leased in my name, and to any safe deposit box which my agent on my behalf may rent, with the right in said agent to remove all or any part of the contents of any safe deposit boxes; to lease

safe deposit boxes for me and on my behalf and in my name; and to terminate the lease of any of said safe deposit boxes;

(10) to substitute and appoint from time to time an agent under this durable power of attorney, with the same or more limited powers, and at pleasure to remove such substitute or to appoint others, any such substitute to be regarded as my agent hereunder to the same effect in all respects, as if named herein, subject to any limitations imposed upon the powers of any such substitute by my said agent in appointing such substitute;

(11) to pay any and all bills, accounts, claims and demands now or hereafter payable by me;

(12) to make, sign and execute in my name and on my behalf any and all tax returns, state and federal, including federal and state income and gift tax returns, U. S. social security reports, unemployment compensation reports, and all other federal and state governmental returns, reports and filings which I may be required to make for any and all taxable and reporting years and quarters, and with regard to said returns or reports to participate in any audit thereof, to enter into compromises and settlements with regard thereto, to engage in litigation with regard thereto and to retain and act by attorneys with regard to any of said matters;

(13) to transfer any of my property to any revocable trust created by me or my spouse and me, and to perform any act that I could perform myself as trustee of said trust; and

(14) to disclaim and renounce, on my behalf, any part or all of any property or interest transferred to me, whether by lifetime gift or probate or nonprobate transfer.

I give and grant unto my said agent full authority and power to do and perform any and all acts necessary or incident to the performance and execution of the powers granted, and the power to do and perform all acts authorized hereby as fully to all intents and purposes as I might or could do if personally present and hereby exonerate my said agent from any and all liabilities for breach of fiduciary duty to the fullest extent allowed under Michigan Statutes; and I hereby ratify and confirm all that my said agent shall lawfully do or cause to be done by virtue hereof.

I expressly authorize my agent to sign any document on my behalf, either by signing my name or by signing the name of the agent, without the need to disclose the fact that they are acting as agent, and in either event such signature shall have the same effect as if I personally had signed the document. I specifically authorize my agent so to sign my name for or in the presence of a notary public as my notarized signature. I further authorize and require all institutions and persons, including banks, to accept the signature of my agent with the same effect as my signature would have.

It is my express intention, determination and act that the power of attorney granted herein shall be (and shall be construed as) a "Durable Power of Attorney" as authorized and governed by the Michigan Statutes (which is my state of domicile) or any similar statute of any state in which I may become domiciled in the future which may become applicable. I do hereby establish, provide and require that the Durable Power of Attorney herein granted shall not be affected by my subsequent disability, incapacity or incompetency, and shall continue in full force and effect and shall not be in any way terminated, altered or diminished by or in the event of my subsequent disability, incapacity or incompetency, or by the passage of time.

As to acts undertaken in good faith reliance thereon, an affidavit executed by my agent stating that the powers conferred hereunder have not been terminated by revocation or by my death shall be conclusive proof that the powers conferred hereunder remain in effect.

[Signature Page Follows]

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 17, 2016**AGENDA #**

SUBJECT: Request authorization to enter into an inter-governmental agreement with the City of Ferndale to utilize their Southwest Storage Yard as a transfer station for leaf pick up.

DEPARTMENT: Public Works

SUMMARY: The Department of Public Works is requesting authorization to enter into an inter-governmental agreement with the City of Ferndale to utilize their Southwest Storage Yard as a transfer station for leaf pick up. The advantages of utilizing the Ferndale storage yard include less activity, storage, and "smell" at the DPW yard, more convenient drop off due to the larger yard, and significantly less leaf loading costs since they have a ramp and large loader bucket capable of loading leaves directly onto SOCRRA contracted trucks.

FINANCIAL STATEMENT: The agreement calls for a cost to the City of Oak Park of \$3,589 for usage of the yard and actual labor and equipment costs estimated at \$10,500.

RECOMMENDED ACTION: It is recommended that City Council authorize the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick up upon final review from the City Attorney's office.

APPROVALS:

City Manager: _____

Handwritten signature of the City Manager in black ink, written over a horizontal line.

Director of Public Works: _____

Handwritten signature of the Director of Public Works in black ink, written over a horizontal line.

Director of Finance: _____

EXHIBITS: agreement



FERNDALE

Department of Public Works
521 E. Cambourne
Ferndale, Michigan 48220
(248) 546-2519
www.ferndalemi.gov

September 28, 2016

Mr. Kevin J. Yee, P. E.
Director of Public Works/City Engineer
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

Dear Kevin,

Attached are two copies of the Agreement between Oak Park and Ferndale regarding use of our Southwest Storage area for leaf disposal from October 1 through December 16, 2016. Please sign and return one copy to me.

Additionally, as indicated in the Agreement, a check in the amount of \$14,089 (host fee of \$3,589; estimated labor/equipment fee of \$10,500) should be sent to us in the next two weeks.

If you need anything further, please let me know.

Sincerely,

Loyd Cureton
DPW Director

AGREEMENT BETWEEN THE CITY OF OAK PARK AND THE CITY OF FERNDALE REGARDING USE OF SOUTHWEST STORAGE AREA

This Agreement (the "Agreement") is made between the City of Oak Park ("Oak Park"), a Michigan Municipal Corporation with an address at 13600 Oak Park Boulevard, Oak Park, Michigan 48237 and the City of Ferndale ("Ferndale") a Michigan Municipal Corporation with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220.

Pursuant to Article VII, § 28 of the Michigan Constitution of 1963, Ferndale and Oak Park enter into this Agreement for the purpose of delineating the obligations and responsibilities regarding the use by Oak Park of Ferndale's Southwest Storage Yard as a transfer site for leaves.

This Agreement, which will provide for efficient and coordinated collection of leaves, is determined to be in the best interests of both Oak Park and Ferndale.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations and assurances set forth in this Agreement, the parties agree to the following:

1. Ferndale shall allow Oak Park to utilize its southwest storage yard as a transfer site for leaves from October 1, 2016, through December 16, 2016. This Agreement may be extended for additional years upon terms and conditions agreed to by the parties. Any such delivery of leaves by Oak Park to the Southwest Storage Yard shall be through the west gate entrance of the storage yard, with any such trucks using Republic Street in Oak Park.
2. Oak Park shall pay Ferndale for using the Southwest Storage Yard as a transfer site for leaves the amount of \$3,589 within fourteen (14) days from the execution of this Agreement. Additionally, Oak Park shall pay Ferndale \$10,500, the amount that represents the estimated proportionate tonnage between the two communities for employees and equipment costs associated with loading the leaves into the transfer trucks at the Southwest Storage Yard as described in the attached 2015 leaf disposal schedule, which is attached as Exhibit 1 and incorporated by reference into this Agreement. This \$10,500 shall also be paid by Oak Park to Ferndale within fourteen (14) days from the execution of this Agreement. In the event that Oak Park employees work at the Southwest Storage Yard for the loading of leaves to be transferred from the Southwest Storage Yard or in the event that the actual hours for labor and equipment are less than the estimated hours for Oak Park as set forth in Exhibit 1, the \$10,500 payment to Ferndale shall be adjusted on a proportionate basis based on Exhibit 1 and a reimbursement to Oak Park shall be made within thirty (30) days from the date the adjustment is calculated and verified by Ferndale's DPW Director. In the event that the actual hours for labor and equipment are more than the estimated hours for Oak Park as set forth in Exhibit 1, Oak Park shall pay an additional amount to Ferndale adjusted on a proportionate basis based on Exhibit 1 within thirty (30) days from the date the adjustment is calculated and verified by Ferndale's DPW Director. In the event that Oak Park employees work at the Southwest Storage Yard as discussed above, they shall utilize Oak Park equipment only.

3. 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 Oak Park or Ferndale.
4. Absent a written waiver, no act, failure or delay by either Oak Park or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights 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 Oak Park or Ferndale shall subsequently effect its right to require strict performance of this Agreement.
5. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party's debts or obligations.
6. 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, condition, and provisions of this Agreement shall remain in full force.
7. 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 number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
8. 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 clerk of the respective party. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery services or personal delivery; or (3) three days after mailing first class or certified mail.
9. 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 and venue is acknowledged as proper in the court set forth above.
10. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Oak Park and Ferndale. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed this Agreement or other persons as authorized by the Oak Park and Ferndale governing bodies.

11. This Agreement represents the entire Agreement and understanding between Oak Park and Ferndale. This Agreement shall supersede all other oral or written Agreements between Oak Park and Ferndale respecting this matter. The language of this Agreement shall be construed as a whole according to its fair meaning, and shall not be construed strictly for or against any party.

12. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.

IN WITNESS WHEREOF, the City of Oak Park and the City of Ferndale have caused this Agreement to be signed and executed on its behalf by its respective Mayor and City Clerk on the day and year noted below:

City of Oak Park,
a Michigan Municipal Corporation

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

City of Ferndale,
a Michigan Municipal Corporation

By: 
David Coulter, Mayor

Dated: 9.26.16

By: 
Marne McGrath, City Clerk

Dated: 9.26.16

Exhibit 1

2015	CITY	PERCENTAGE	TONNAGE
	Ferndale	24%	145
	Oak Park	31%	185
	Pleasant Ridge	12%	71
	Huntington Woods	20%	120
	Lathrup Village	13%	77
	TOTAL		598



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Agenda Item Request

BUSINESS OF THE CITY COUNCIL CITY OF OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

SUBJECT: Agreement with Blue Cross Blue Shield of Michigan to provide administrative services for the Retiree Drug Subsidy Program

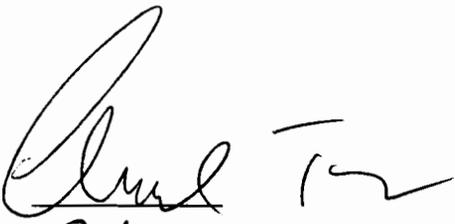
DEPARTMENT: Human Resource Department /Finance Department

SUMMARY: In the past, Blue Cross Blue Shield of Michigan (BCBSM), the City's health care provider, has prepared and completed the City's Retiree Drug Subsidy (RDS) application annually at no additional cost to the City. This is no longer a complimentary service offered by BCBSM. They are now providing it as an additional service with cost. Bids were sought for RDS administrative services, and BCBSM's quote was the lowest. Attached is an agreement with BCBSM to provide administrative services for the Retiree Drug Subsidy Program for one year.

FINANCIAL STATEMENT: Proposed cost for service is 17% of the RDS amount during the life of each application. Based on an average amount the City has received for the RDS Program over the last several years we've estimated 17% to be roughly \$18,700. BCBSM has indicated that they believe they can assist the City in uncovering an additional 25% in Retiree Drug Subsidy, which based on an average amount the City has received over the last several years would amount to roughly \$27,500, and would therefore cover the cost of service.

RECOMMENDED ACTION: It is recommended the agreement with BCBSM for administrative services for the Retiree Drug Subsidy Program be approved. Funding is available in the General Fund.

APPROVALS:

CITY MANAGER: 

FINANCE DIRECTOR: 

DIRECTOR: _____

AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES FOR THE RETIREE DRUG SUBSIDY PROGRAM

1. Purpose

This agreement ("Agreement") is made as of _____ (the "Effective Date") by and between Blue Cross and Blue Shield of Michigan ("BCBSM") and the City of Oak Park ("Sponsor"), for the purpose of delineating the terms and conditions under which BCBSM will provide services related to Sponsor's participation in the retiree drug subsidy ("RDS") program administered by the Centers for Medicare and Medicaid Services ("CMS").

2. Definitions

- a. The terms "group health plan", "Part D drug", "qualified retiree prescription drug plan" and "qualifying covered retiree" shall have the same meaning as in 42 C.F.R. §423.882.
- b. The term "data match" means the match performed by CMS to determine which retirees submitted on Sponsor's Initial or Updated lists of qualifying covered retirees are Part D eligible individuals who are not enrolled in a Part D plan and is used in the same context as that term is employed in 42 C.F.R. §423.884.
- c. The term "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
- d. The term "Initial list of qualifying covered retirees" means a list of all individuals Sponsor believes (using information reasonably available to Sponsor when it submits an RDS application) are qualifying covered retirees enrolled in each prescription drug plan (including spouses and dependents, if Medicare-eligible) and that is submitted to CMS with an RDS application required by 42 C.F.R. §423.884(c)(2)(v).
- e. The term "Part D eligible individual" means an individual enrolled in Sponsor's group health plan who is entitled to Medicare benefits under Part A or enrolled in Medicare Part B and lives in the service area of a Part D plan as defined under 42 C.F.R. §423.4.
- f. The term "RDS" means the retiree drug subsidy described in Section 1860D-22 of the Social Security Act.
- g. The term "RDS Requirements" means the requirements of 42 C.F.R. Part 423, Subpart R (42 C.F.R. §423.880 et seq.), and the administrative guidance issued by CMS thereunder.
- h. The term "cost adjustment" shall mean any manufacturer or pharmacy discounts, chargebacks, rebates, and similar price concessions attributable to covered Part D drugs.
- i. The term "Updated lists of qualifying covered retirees" means the updates to the Initial list of qualifying covered retirees required by 42 C.F.R. §423.884(c)(6).

3. Term and termination

- a. **Term.** The term of this Agreement will commence on the Effective Date and will continue for 1 year. The Agreement will be renewed automatically for successive 1 year terms thereafter.
- b. **Termination of Agreement.** Either party may terminate this Agreement in its entirety at any time upon thirty (30) days' prior written notice to the other party.
- c. **Transition requirements.** If this Agreement is terminated by either party, then the parties agree to take the following specific actions to minimize disruption:
 - i. **Transition plan.** The parties will develop and implement a detailed plan for transitioning the services and both parties will cooperate fully to arrange for the transfer of services to Sponsor's designee.
 - ii. **Transition period.** At BCBSM's option, services will continue to be provided in accordance with this Agreement for a reasonable transition period after the effective date of termination. If BCBSM elects to provide transition services, such services will continue until BCBSM gives Sponsor 30 days advance written notice of the discontinuation of the transition services. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement will apply during the transition period.
 - iii. **Prompt payment.** The parties will take reasonable steps to ensure that any payments due under this Agreement will be made promptly following termination of this Agreement, including without limitation any amounts due to BCBSM for services performed during the Transition Period in an amount to be specified by BCBSM based on the transition services required. Termination of this Agreement will not terminate the rights or liabilities of either party arising out of the period prior to the effective date of the termination including any amounts due to BCBSM for services performed under this Agreement.

4. Scope of services

- a. **RDS application.**
 - i. **Responsibility for preparing and submitting RDS application.** BCBSM will assist Sponsor in preparing and submitting Sponsor's RDS application for the applicable plan year. BCBSM will function as the account manager. Sponsor is responsible for reviewing and approving a completed RDS application, and final submission of the RDS application must be performed by Sponsor's authorized representative. Sponsor shall work cooperatively with BCBSM during the process to provide the data needed to complete Sponsor's RDS application on a timely basis.

ii. Attestation of actuarial equivalence

1. **Responsibility for preparing attestation.** Sponsor will choose whether BCBSM's selected actuary or Sponsor's selected actuary will prepare the attestation of actuarial equivalence for Sponsor's qualified retiree prescription drug plan. If Sponsor requests BCBSM's selected actuary, Sponsor shall pay to BCBSM a fee not to exceed the amount specified in Appendix A for such actuarial services. Sponsor shall be solely responsible for any fees charged by Sponsor's selected actuary.
2. **Data for attestation.** BCBSM will provide, to the best of its ability, such data in BCBSM's possession that BCBSM has identified as being sufficient in its determination to meet CMS's requirements for the actuarial analysis.

iii. Determining and Distributing notices of creditable prescription drug coverage. Unless otherwise provided by BCBSM in writing, Sponsor shall be responsible for determining whether Sponsor's prescription drug coverage is creditable and distributing notices of creditable or non-creditable prescription drug coverage to Part D eligible individuals enrolled in group health plan(s) designated by Sponsor.

iv. List of qualifying covered retirees

1. **Responsibility and standard for determining qualifying covered retirees.** BCBSM will work in cooperation with Sponsor to determine whether an enrollee in Sponsor's qualified prescription drug plan is a qualifying covered retiree using information reasonably available to BCBSM and Sponsor in accordance with 42 C.F.R. §423.884(c)(2)(v). Sponsor shall be responsible to confirm whether a particular enrollee is a qualifying covered retiree during final reconciliation.
2. **Responsibility for preparing lists of qualifying covered retirees**
 - a. **Initial list of qualifying covered retirees.** BCBSM will work in cooperation with Sponsor to prepare the Initial list of qualifying retirees. BCBSM will structure and upload the list as part of each RDS application submission.
 - b. **Updated lists of qualifying covered retirees.** Sponsor shall update BCBSM on its members' qualified covered retiree status throughout the RDS application process to ensure a current and accurate list of qualifying covered retirees. BCBSM shall submit the Updated lists of qualifying covered retirees to CMS electronically, and cross-check the CMS data match information against Sponsor's Initial or Updated list of qualifying covered retirees.

b. Data required for RDS payments

- i. **Responsibility for compiling and submitting data.** BCBSM shall compile and submit data in the form and manner specified by CMS based upon the monthly CMS approved retiree listings. For interim payments, BCBSM shall provide an estimate of the expected cost adjustments to CMS.

For final reconciliation, the cost adjustments known to BCBSM for the applicable plan year will be included in the Sponsor's final reconciliation cost calculations.

For interim payments and the final reconciliation, data will be provided to CMS for each month of the applicable plan year.

- ii. **Receipt of RDS payments.** Sponsor shall receive all RDS governmental payments directly, and BCBSM shall have no responsibility for receiving or handling such payments.

c. Corrections and modifications

Should BCBSM learn: (i) that any data provided by either party to this Agreement or by any third party is or was inaccurate; (ii) that Sponsor is or has received RDS overpayments; or (iii) that Sponsor's RDS application, Part D drug cost data, or any submissions to CMS fail to comply with RDS Requirements; BCBSM shall notify Sponsor, and Sponsor shall have the sole responsibility for making necessary corrections and communications to CMS.

If, in its sole discretion, BCBSM believes that the data is or may be inaccurate or incomplete, or would otherwise not be in compliance with RDS Requirements, BCBSM shall have no obligation to provide or submit data in support of Sponsor's RDS application or a submission to obtain payment under the RDS.

5. Compensation

Sponsor agrees to pay BCBSM/BCN administrative fees as described in Appendix A for those services performed by BCBSM/BCN under this Agreement. Appendix A shall be updated periodically by BCBSM with at least 30 days prior written notice to Sponsor.

6. Data verification

Sponsor is responsible for reviewing the data submitted or provided by BCBSM in connection with the RDS data. Sponsor shall retain responsibility for making any necessary corrections or disclosures to CMS.

7. Acknowledgement of purpose of data

Pursuant to 42 C.F.R §423.884(c)(3)(iii), Sponsor and BCBSM acknowledge that any submission of data to CMS is for the purpose of obtaining federal funds.

8. Appeals

In the event that CMS makes an adverse determination with respect to Sponsor's RDS eligibility, subsidy application, attestation of actuarial equivalence, RDS payment, or other similar determination, BCBSM shall not be responsible for any procedural or substantive activities associated with Sponsor's appeal rights described in 42 C.F.R §423.890, except as indicated in 42 C.F.R. §423.890(d) or as otherwise agreed to by BCBSM. BCBSM will provide Sponsor

with reasonable access to information that Sponsor may need to exercise its appeal rights, and also provide reasonable assistance with submitting any request for informal hearing, request for review by the CMS Administrator, or request for reopening in accordance with such appeal rights.

9. Indemnification

Sponsor agrees to indemnify, defend (at BCBSM's request) and hold harmless BCBSM and its agents, officers, employees, directors and subcontractors, to the greatest extent provided by law against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees, arising (a) out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by CMS or any other government agency or entity or any other person or entity relating to Sponsor's participation in the RDS Program that are not a result of any act, failure to act, misrepresentation, whether intentional or unintentional of BCBSM, its agents, officers, employees, directors or subcontractors; or (b) from any inaccurate or incomplete data provided to BCBSM, or any non-compliance with the RDS Requirements by Sponsor or any third party contracted by Sponsor in connection with the RDS.

10. Limitation of liability

BCBSM and its agents, officers, employees, directors, and subcontractors, shall not be liable to Sponsor or its plan if CMS terminates or denies Sponsor's RDS Program application for any reason, and BCBSM shall not be liable to Sponsor for any amounts that are not paid or reimbursed by CMS under the RDS or that CMS recoups or withholds for any reason. Any information provided by BCBSM should not be considered advice, legal or otherwise, regarding Sponsor's compliance with any or all RDS Requirements and BCBSM shall not be liable, in whole or in part, for Sponsor's reliance on such information.

In any event, BCBSM's liability to Sponsor under this Agreement shall not exceed the amount of compensation paid by Sponsor to BCBSM/BCN under Section 5 of this Agreement. Under no circumstances shall BCBSM/BCN be liable for indirect, consequential, special or punitive damages.

11. Standard of care, cooperation and regulatory changes

- a. **Standard of care.** BCBSM will make a good faith effort to compile and provide complete and accurate information in accordance with its best understanding and interpretation of the RDS Requirements.

In satisfying its obligations under this Agreement, BCBSM may utilize and/or obtain and/or provide data that is developed and maintained by third parties with which it contracts, including, but not limited to the following: Express Scripts, The Regence Group and MedImpact. By obtaining this data from a third party source, BCBSM does not warrant and/or assume responsibility for any errors pertaining to such data.

In addition, BCBSM may obtain or use data or information provided by Sponsor or third parties not contracted by BCBSM. BCBSM does not warrant and/or assume

responsibility for the accuracy of any data provided by Sponsor or any third party not contracted by BCBSM.

- b. **Cooperation.** The parties recognize that they must mutually cooperate to perform the services required under this Agreement, and that BCBSM is not responsible if it is unable to complete any tasks because Sponsor, or any third party contracted by Sponsor, fails to meet its obligations, including providing required data.

12. Retention of records

BCBSM and Sponsor shall maintain all records required by 42 C.F.R. §423.888(d)(3) for a period not less than 10 years after the expiration of the qualified retiree prescription drug plan year in which Part D drug costs were incurred, or as otherwise required by law.

13. HIPAA compliance

The parties acknowledge and agree that this Agreement involves the use and disclosure of “protected health information,” as defined in HIPAA. The parties therefore agree that all uses and disclosures of HIPAA protected health information pursuant to this Agreement will be undertaken in compliance with all applicable HIPAA requirements and the existing Business Associate Agreement between the parties, the terms and conditions of which are incorporated herein, if applicable.

14. Miscellaneous provisions

- a. **Modifications.** All modifications to this Agreement must be agreed to in writing by the parties.
- b. **Assignment.** This Agreement may not be assigned by either party to an unrelated third party without the prior written consent of the other party.
- c. **Subcontracting.** The parties acknowledge and agree that BCBSM may use subcontractors to perform some or all of the services described in Section 4 and 5.
- d. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.
- e. **Governing Law.** The laws of the State of Michigan will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder, without giving effect to principles of conflicts of law.
- f. **No Third Party Beneficiary.** Nothing in this Agreement is intended to create, or will be deemed or construed to create, any rights or remedies in any third party including, without limitation, Sponsor’s active and retired employees (and their dependents).

- g. **Notice.** Any notice required or desired to be given relating to this Agreement will be in writing and will be either hand delivered, or sent by U.S. mail, postage prepaid and return-receipt requested (receipt will be deemed to be 5 days after postmark by the U.S. Postal Service), or overnight courier addressed as follows:

<p>BCBSM:</p> <p>Vincent Gray Blue Cross Blue Shield of Michigan 600 E. Lafayette, MC 517A Detroit, MI 48226</p>	<p>(Information of Sponsor)</p> <p>Carl Johnson City of Oak Park Financial Director 14000 Oak Park Blvd. Oak Park, MI 48237</p>
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Notices given hereunder will be deemed given upon documented receipt. The addresses to which notices are to be sent may be changed by written notice given in accordance with this section.

- h. **Severability.** If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.
- i. **Status as Independent Entities.** Nothing in this Agreement is intended to create, or will be deemed or construed to create, any relationship between BCBSM and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither BCBSM nor Sponsor, nor any of their respective agents, employees, subcontractors or representatives will be construed to be the agent, employee, subcontractor or representative of the other.
- j. **Appendices.** Each Appendix to this Agreement is made a part of this Agreement as though set forth fully herein. Unless otherwise specifically set forth in an Appendix, any provision of this Agreement that is in conflict with any provision set forth in an Appendix will take precedence and supersede the conflicting provision of the Appendix with respect to the subject matter covered by that provision of this Agreement.
- k. **Calculation of Time.** Unless otherwise specifically stated in this Agreement, the parties agree that for purposes of calculating time under this Agreement, any time period of less than 10 days will be deemed to refer to business days and any time period of 10 days or more will be deemed to refer to calendar days.
- l. **Force Majeure.** Neither BCBSM nor Sponsor will be liable for its failure to perform any obligation under this Agreement because of contingencies beyond its reasonable control, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized

access, theft, or acts in compliance with any law or government regulation. If a party's failure to perform continues for more than 20 business days, the other party will have the right to terminate this Agreement immediately.

- m. **Headings.** The headings in this Agreement have been included solely for reference and are to have no force or effect in interpreting its provisions.
- n. **Counterparts.** This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together, will be one and the same agreement.
- o. **Dispute Resolution.** BCBSM and Sponsor agree to resolve any controversy or dispute that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract or otherwise, pursuant to the dispute resolution provisions, if such exist, of the group health agreement between the parties. Otherwise, any suit arising out of this Agreement must be filed within 2 years after the cause of action arose and, unless pre-empted by federal law, shall be brought in a Michigan court of competent jurisdiction.
- p. **Survival.** The provisions of Sections Term and Termination, Indemnification, Limitation of Liability, Retention of Records, HIPAA compliance and Miscellaneous provisions will survive the expiration or termination of the Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement.

BCBSM

SPONSOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX A:

Compensation

1. Retiree Drug Subsidy Enhanced Services Fee:

Sponsor shall pay BCBSM seventeen percent (17%) of the RDS subsidy amount requested from CMS during the life of each RDS application.

2. Actuarial Services

If Sponsor requests the services of BCBSM's selected actuary, Sponsor shall pay to BCBSM a fee not to exceed \$3,000 for such actuarial services.



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Agenda Item Request

BUSINESS OF THE CITY COUNCIL CITY OF OAK PARK, MICHIGAN

AGENDA OF: November 7, 2016

SUBJECT: Agreement with Blue Cross Blue Shield of Michigan to reopen past Retiree Drug Subsidy Program filings

DEPARTMENT: Human Resource Department/Finance Department

SUMMARY: In an effort to improve upon cost recovery efforts, and in negotiation with the City, Blue Cross Blue Shield of Michigan (BCBSM) has indicated that they believe the City is entitled to additional Retiree Drug Subsidy (RDS) funds from past years. Attached is an agreement with BCBSM to reopen past RDS filings to uncover and obtain these additional funds.

FINANCIAL STATEMENT: Proposed cost for service is 35% of the amount that is recovered as a result of reopening. Any recovered funds will be additional revenue to the City, and therefore, the cost for service will not have a negative impact on the City's budget.

RECOMMENDED ACTION: It is recommended the agreement with BCBSM to reopen past Retiree Drug Subsidy Program filings be approved.

APPROVALS:

CITY MANAGER:

FINANCE DIRECTOR:

DIRECTOR:

Retiree Drug Subsidy Agreement

This Retiree Drug Subsidy Agreement ("Agreement") is effective as of _____ (the "Effective Date") and is made between Blue Cross Blue Shield of Michigan ("BCBSM") and the City of Oak Park ("Plan Sponsor") for Plan Sponsor's participation in the retiree drug subsidy ("RDS") Program administered by the Centers for Medicare and Medicaid Services ("CMS").

I. Definitions

- A. The terms "group health plan," "Part D drug," "qualified retiree prescription drug plan," and "qualifying covered retiree" shall have the meaning as set forth in 42 C.F.R. §423.882.
- B. The term "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
- C. The term "RDS Program" means the retiree drug subsidy described in Section 1860D-22 of the Social Security Act.
- D. The term "RDS Program Requirements" means the requirements of 42 C.F.R. Part 423, Subpart R (42 C.F.R. §423.880 et seq.), and the administrative guidance issued by CMS thereunder.

II. Term and termination

- A. Term. The term of this Agreement shall commence on the Effective Date and shall continue through the completion of the reopening process.
- B. Termination of Agreement. Either party may terminate this Agreement in its entirety at any time upon 15 business days' prior written notice to the other party.

III. Scope of services

Reopening of Filings

BCBSM or its vendor shall assist Plan Sponsor with the reopening of previous filings to obtain additional RDS Program funds as permitted by CMS regulations. BCBSM shall be paid 35% of the amount that is recovered as a result of any reopening. Such payment shall be made within 10 business days of Plan Sponsor's receipt of the additional funds.

IV. Acknowledgement of purpose of data

Pursuant to 42 C.F.R §423.884(c)(3)(iii), Plan Sponsor and BCBSM acknowledge that any submission of data to CMS is for the purpose of obtaining federal funds.

V. Appeals

In the event that CMS makes an adverse determination with respect to Plan Sponsor's RDS eligibility, subsidy application, attestation of actuarial equivalence, RDS payment, or other similar determination, BCBSM shall not be responsible for any procedural or substantive activities associated with Plan Sponsor's appeal rights described in 42 C.F.R §423.890, except as indicated in 42 C.F.R §423.890(d) and included in this Agreement. BCBSM shall provide Plan Sponsor with reasonable access to information that Plan Sponsor may need to exercise its appeal rights, and also provide reasonable assistance with submitting any request for reconsideration, request for informal hearing, request for review by the CMS Administrator, or request for reopening in accordance with such appeal rights.

VI. Indemnification

Plan Sponsor agrees to indemnify, defend (at BCBSM's request), and hold harmless BCBSM and its agents, officers, employees, directors, and subcontractors, to the greatest extent provided by law against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees, arising (a) out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by CMS or any other government agency or entity or any other person or entity relating to Plan Sponsor's participation in the RDS Program that are not a result of any act, failure to act, misrepresentation, whether intentional or unintentional of BCBSM, its agents, officers, employees, directors or subcontractors; or (b) from any inaccurate or incomplete data provided to BCBSM, or any non-compliance with the RDS Program's requirements by Plan Sponsor or any third party contracted by Plan Sponsor in connection with the RDS Program.

VII. Limitation of liability

BCBSM and its agents, officers, employees, directors, and subcontractors, shall not be liable to Plan Sponsor or Plan if CMS terminates or denies Plan Sponsor's RDS Program application for any reason, and BCBSM shall not be liable to Plan Sponsor for any amounts that are not paid or reimbursed by CMS under the RDS Program or that CMS recoups or withholds for any reason. Any information provided by

BCBSM should not be considered advice, legal or otherwise, regarding Sponsor's compliance with any or all RDS Program Requirements, and BCBSM shall not be liable, in whole or in part, for Plan Sponsor's reliance on such information. In all events, BCBSM's liability to Plan Sponsor under this Agreement is limited to the amount of compensation paid by Plan Sponsor under Section III of this Agreement. Under no circumstances shall BCBSM be liable for indirect, consequential, special, or punitive damages.

VIII. Retention of records

BCBSM and Plan Sponsor shall maintain all records required by 42 C.F.R. §423.888(d)(3) for a period not less than 10 years after the expiration of the qualified retiree prescription drug plan year in which Part D drug costs were incurred, or as otherwise required by law.

IX. HIPAA compliance

The parties acknowledge and agree that this Agreement involves the use and disclosure of "protected health information," as defined in HIPAA. The parties therefore agree that all uses and disclosures of protected health information pursuant to this Agreement shall be undertaken in compliance with all applicable HIPAA requirements.

X. Miscellaneous provisions

- A. Modifications. All modifications to this Agreement must be agreed to in writing by the parties.
- B. Assignment. This Agreement may not be assigned by either party to an unrelated third party without the prior written consent of the other party.
- C. Subcontracting. The parties acknowledge and agree that BCBSM may use subcontractors to perform some or all of the services described in this Agreement.
- D. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.
- E. Governing Law. The laws of the State of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder, without giving effect to principles of conflicts of law.

- F. No Third Party Beneficiary. Nothing in this Agreement is intended to create, or shall be deemed or construed to create, any rights or remedies in any third party including, without limitation, Plan Sponsor's active and retired employees (and their dependents).
- G. Notice. Any notice required or desired to be given relating to this Agreement shall be in writing and shall be either hand delivered, or sent by U.S. mail, postage prepaid and return-receipt requested (receipt shall be deemed to be 5 days after postmark by the U.S. Postal Service), or overnight courier addressed as follows:

BCBSM: Vincent Gray Blue Cross Blue Shield of Michigan 600 E. Lafayette, MC 517A Detroit, MI 48226	(Information of Plan Sponsor) Carl Johnson City of Oak Park Financial Director 14000 Oak Park Blvd. Oak Park, MI 48237
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Notices given hereunder shall be deemed given upon documented receipt. The addresses to which notices are to be sent may be changed by written notice given in accordance with this Section.

- H. Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- I. Status as Independent Entities. Nothing in this Agreement is intended to create, or shall be deemed or construed to create, any relationship between BCBSM and Plan Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither BCBSM nor Plan Sponsor, nor any of their respective agents, employees, subcontractors or representatives shall be construed to be the agent, employee, subcontractor or representative of the other.
- J. Calculation of Time. Unless otherwise specifically stated in this Agreement, the parties agree that for purposes of calculating time under this Agreement, any time period of less than 10 days shall be deemed to refer to business days and any time period of 10 days or more shall be deemed to refer to calendar days.
- K. Force Majeure. Neither BCBSM nor Plan Sponsor shall be liable for its failure to perform any obligation under this Agreement

because of contingencies beyond its reasonable control, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized access, theft, or acts in compliance with any law or government regulation. If a party's failure to perform continues for more than 20 business days, the other party shall have the right to terminate this Agreement immediately.

- L. Headings. The headings in this Agreement have been included solely for reference and are to have no force or effect in interpreting its provisions.

- M. Counterparts. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together, shall be one and the same agreement.

- N. Dispute Resolution. BCBSM and Plan Sponsor agree to resolve any controversy or dispute that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract or otherwise, pursuant to the dispute resolution provisions, if such exist, of the group health agreement between the parties. Otherwise, any suit arising out of this Agreement must be filed within 2 years after the cause of action arose and, unless pre-empted by federal law, shall be brought in a Michigan court of competent jurisdiction. If a BCN product line is included in the RDS filing, under no circumstances may a BCN group file suit before exhausting the internal BCN-administered steps of the applicable grievance procedure. However, exercising any such rights shall not extend the 2 year period in which all suits must be filed.

- O. Survival. The provisions of Sections entitled "Term and Termination," "Indemnification," "Limitation of Liability," "Retention of Records," "HIPAA compliance," and "Miscellaneous" shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Blue Cross Blue Shield of Michigan

Plan Sponsor

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

December 2012