

Oak Park

City Council Agenda

February 1, 2016





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
February 1, 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 January 19, 2016
- B. Special Council Meeting Minutes of January 19, 2016
- C. Corridor Improvement Authority Meeting Minutes of November 17, 2015 and December 17, 2015
- D. Emergency Services Council Meeting Minutes of December 14, 2015
- E. Communications Commission Meeting Minutes of December 16, 2015
- F. Request to cancel the February 8, 2016 regularly scheduled Planning Commission Meeting due to the lack of scheduled business
- G. Licenses - New and Renewals as submitted for February 1, 2016

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Michigan Department of Transportation (MDOT) presentation regarding the Victoria Park Project

8. PUBLIC HEARINGS:

- A. Public Hearing (Continued from the January 19, 2016 Regular Council meeting) and Resolution approving the Corridor Improvement Authority Development and Tax Increment Financing (TIF) Plans

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS: None

12. BIDS: None

13. ORDINANCES:

- A. Second reading and adoption of an Ordinance to amend Section 1201, Permitted Uses, of Article XII, PCD, Planned Corridor Development District, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park (The amendment would allow for health, fitness and exercise clubs as a permitted use within the Planned Corridor Development District and is recommended by the Planning Commission)

14. CITY ATTORNEY:

15. CITY MANAGER:

Council

- A. Request to reschedule the October 3, 2016 and October 17, 2016 City Council Meetings (Council Member Rich)

Administration

- B. State of the City Address scheduled for February 25, 2016

Department of Public Works

- C. Request to approve Michigan Department of Transportation (MDOT) contract number 15-5515 for the replacement of the playground structure in Victoria Park above Highway I-696 subject to review by the City Attorney and to authorize the Mayor and City Clerk to sign the contract on behalf of the City
- D. Request to approve the proposal from Orchard, Hiltz & McCliment, Inc. to perform Construction Engineering for the installation of traffic signals on 9 Mile Road and Coolidge Highway for a cost plus fixed fee that shall not exceed \$159,401.02 subject to final review by the City Attorney
- E. Request to approve Proposed Change Order No. 3 for the 2015 Water Main Replacement Project, M-609 to Macomb Pipeline and Utility Co. for the total amount of \$10,132.50 and Payment Application No. 4 for the same in the amount of \$10,132.50

Finance

- F. Quarterly Investment Report for period ending 12/31/15
- G. Quarterly Financial Report for period ending 12/31/15
- H. Resolution approving requested Budget Amendment #2016-2

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
January 19, 2016
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Rich,
Council Member Radner (arrived at 7:04 PM)

ABSENT: Council Member Speech

OTHERS

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

**CM-01-018-16 MOTION TO EXCUSE THE ABSENCE OF COUNCIL MEMBER
SPEECH - FAILED**

Motion by Burns, seconded by Rich, **FAILED**, to excuse Council Member Speech's absence due to illness.

Voice Vote:	Yes:	McClellan
	No:	Burns, Rich
	Absent:	Speech, Radner

MOTION FAILED

APPROVAL OF AGENDA:

**CM-01-019-16 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED
- APPROVED**

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

- Add an Employee Recognition by the City Manager as Item #7A and move the audit presentation to 7B.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-01-020-16 (AGENDA ITEM #5A-F) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of January 4, 2016 **CM-01-021-16**
- B. Board of Review Meeting Minutes of December 15, 2015 **CM-01-022-16**
- C. Communications Commission Meeting Minutes of October 28, 2015 and November 18, 2015 **CM-01-023-16**
- D. Arts and Cultural Commission Meeting Minutes of August 26, 2015 and October 21, 2015 **CM-01-024-16**
- E. Payment Application No. 1 to Terra Contracting for the 2015 Sewer Cleaning and Television Inspection Project, M-626 in the total amount of \$46,372.72 **CM-01-025-16**
- F. Licenses - New and Renewals as submitted for January 19, 2016 **CM-01-026-16**

(Subject to all Departmental Approvals)	ADDRESS	FEE
MERCHANT (NEW) January 19, 2016		
Maximum Tax Service	25222 Greenfield	150.00
Moonlink Studios LLC	13320 Northend 3000	150.00
Paper Goods Plus	15310 Lincoln	150.00
Ascension Bibles & Books	10720 Nine Mile	150.00
MERCHANT (RENEWALS)		
Citi Financial Servicing LLC	13331 West Ten Mile	150.00
CVS Pharmacy #8106	23001 Coolidge	150.00
Borensteins	25242 Greenfield	150.00
Advantage Cash Advance I LLC	13730 Eight Mile	150.00
Cash Now X	13720 Eight Mile	150.00
Shear Directions	21700 Greenfield 104	150.00
Dr. Ester R. Sleutelberg	15421 Nine Mile	150.00
K & M Leasing L.L.C.	20900 Hubbell	150.00
Auto Zone #4365	22150 Greenfield	150.00
Plumbing Techs Pipecon	12700 Capital	150.00
Sunoco	25000 Greenfield	150.00
EJ USA, Inc.	13001 Northend	150.00
Tradefirst.com	23200 Coolidge	150.00
Smart Way Recycling of Southfield LLC	13000 Eight Mile	150.00
Golden Hands of Regina	21700 Greenfield 204	150.00
Dallas Designs Salon	13831 Nine Mile	150.00
Wireless U Now	8980 Nine Mile	150.00
Common Cents Coin Laundry	10840 Nine Mile	150.00
Oak Park Marathon Gas Station	26700 Greenfield	150.00
On Point Hair Designs	13721 Nine Mile	150.00
Pennzoil 10 Minute Oil Change	13601 Eleven Mile	\$187.50
Meco Metals Company	21430 Coolidge	150.00
Gold Star Products	21680 Coolidge	150.00
Advance America #1328	22140 Coolidge	150.00
Joyful Tots Childcare Learning Center	22141 Coolidge	150.00
Gotta Have Water	22175 Coolidge	150.00
Freedom Cleaners	24681 Coolidge	150.00

Fine Furniture	13751 Eleven Mile	150.00
Plaskey Painters	14669 Eleven Mile	150.00
Sboy LLC	21700 Greenfield S125	150.00
Top's Fashion & Braiding	21910 Greenfield 105	187.50
Step Into The Trend	21700 Greenfield 105	150.00
John & Karon's Hair Affair	21700 Greenfield 250	150.00
Hopeful Harvest Foods	21800 Greenfield	150.00
Hidden Treasures Speciality Shop	25242 Greenfield	150.00
J Squared Salon	23300 Greenfield 224	150.00
Fedex Office #1693	24760 Greenfield	150.00
Motor City Soul Food #2	24790 Greenfield	187.50
Express Payday & Advance Check Cashing	24800 Greenfield	150.00
T-Mobile Central	24830 Greenfield	150.00
3 Leaf Group	25900 Greenfield 204	150.00
Advance America #1398	26038 Greenfield	150.00
Step and Style LLC	26080 Greenfield	150.00
Lee Beauty of Greenfield	26118 Greenfield	150.00
Bricco Excavating Company	21201 Meyers	150.00
Woodshed Studios Oak Park	8130 Nine Mile	150.00
Impact Media Construction	8558 Nine Mile	150.00
Pest Arrest	8560 Nine Mile	150.00
Binno & Binno Investment	10850 Nine Mile	187.50
Primos Pizza #1	10100 Nine Mile	150.00
Excell Insulation	10670 Nine Mile	150.00
Royal Care Day Program	12724 Nine Mile	187.50
Little Bear's Learning Center	13391 Nine Mile	150.00
Fresh Baked Prints	13807 Nine Mile	150.00
An Des New You Beauty Culture	15411 Nine Mile	150.00
Dr. Ester R Sleutelberg	15421 Nine Mile	150.00
Positive Home Doctors	12800 Northend	150.00
Motor Works	13350 Northend	150.00
Dollar Village Discount	13201 Ten Mile	150.00
Sherwin William #1390	13241 Northend	150.00
William L. Jordan, M.D. P.C.	12900 Nine Mile	637.50
B's Vanity Hair Salon	10851 Ten Mile	187.50
Dynamite Tax & Financial Service	15401 Nine Mile	187.50
Shoe Rack Outlet	13291 Ten Mile	187.50
AAA Ferguson Insurance Agency	13691 Eleven Mile 200	187.50
O.O. Corsaut, Inc.	15101 Eleven Mile	187.50
International Cybergraphix	25900 Greenfield 258	187.50
Metropolitan Rehab Clinics	21700 Greenfield 130	187.50
Jewish Senior Life Services Inc	15000 Ten Mile	150.00
Daniel S Lazar, DPM	26106 Greenfield A	150.00
B-1 Jewelry	21700 Greenfield 415	150.00
China City	13715 Nine Mile	150.00
Select Restaurant Equipment	21380 Coolidge A	150.00
Woodway Corporation	12981 Capital	150.00
Oak Park Urgent Care	24661 Coolidge	150.00
Sands Restaurant	10116 Nine Mile	150.00
Sukhothai Restaurant	25226 Greenfield	150.00

Oska Jeweler & Repair	21700 Greenfield 362	150.00
A Head of ExSalonce	25201 Coolidge	150.00
Physical Medicine & Rehab	21675 Coolidge 1A	150.00
Executive Home Health Services	25900 Greenfield 122	150.00
Auto Metal Craft	10240 Capital	150.00
Auto Metal Craft	10230 Capital	150.00
Auto Metal Craft	12741 Capital	150.00
Auto Metal Craft	12721 Capital	150.00
Weathergard Window Factory	14350 Eight Mile	150.00
Designer Suite	23130 Coolidge	150.00
Findings Outlet	21990 Greenfield 100	150.00
Sandler Chiropractic	15400 Lincoln 3	150.00
Alliance A/C & Heating	20800 Hubbell	150.00
Quick Cash & More LLC	13710 Nine Mile	150.00
Family Dollar Stores of MI	13471 Ten Mile	150.00
Fancy Feet	14935 Eleven Mile	150.00
Apollo Heat Treating & Processing	10400 Capital	150.00
C D Nails	13710 Eight Mile	150.00
Zeune Michigan Storage Centers	15300 Eight Mile	150.00
Renaissance Jewelers	21700 Greenfield 325	150.00
Moulden Agency	26013 Coolidge	150.00
Bruttell Roofing	10821 Capital	150.00
Modern Stamps	25900 Greenfield 136	150.00
Dollar General #955	12720 Nine Mile	150.00
CSL Plasma	13770 Nine Mile	150.00
It's All About You	10810 Nine Mile	150.00
Popeyes Chicken & Biscuits	25910 Greenfield	150.00
T M Leasing	21680 Fern	150.00
Love Nail & Spa	22118 Coolidge	150.00
Grace Fashions	23059 Coolidge	150.00
Anton's Jewelry	21700 Greenfield 335	150.00
Speedway LLC #9814	24771 Coolidge	150.00
Glory Wireless 9B	22150 Coolidge	150.00
Azar Jewelry	21700 Greenfield	150.00
Wing's Gardens	8410 Nine Mile	150.00
Ernie's Market	8500 Capital	150.00
Midland Equipment Co of Michigan	12771 Capital	150.00
Luxury Homes	20830 Coolidge	150.00
Pest Arrest	8560 Nine Mile	150.00
Scheer's Ace Hardware	8601 Nine Mile	150.00
RCI Detroit LLC	21320 Coolidge	150.00
Ashley-Bleu Diamond	22211 Coolidge	150.00
PCI Industries	21717 Republic	150.00
Allwell Physical Therapy & Rehab	21700 Greenfield 257	150.00
Image Xprezzion LLC	24740 Greenfield	150.00
Michigan Bicycle	25909 Coolidge	150.00
The Blind Factory	25603 Coolidge	150.00
Office Depot #617	21110 Greenfield	150.00
Design Metal	10841 Capital	150.00
Stella;s Professional Alterations	25900 Greenfield 114	150.00

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) City Manager Employee Recognition. City Manager Tungate presented an Employee Recognition Award to Public Safety Officers Stephen Arbenowski and Joseph Meier.

(AGENDA ITEM #7B) Audit Presentation. Mark Kettner from Rehmann Robson and Finance Director Carl Johnson presented the Year Ended June 30, 2015 Comprehensive Annual Financial Report, Single Audit Act Compliance Report and Independent Auditor's Communication. Complete reports are on file with the City Clerk.

PUBLIC HEARINGS:

(AGENDA ITEM #8A) Public Hearing and Resolution approving the Corridor Improvement Authority Development and Tax Increment Financing (TIF) Plans

Community and Economic Development Manager Marrone summarized the Development Plan and Tax Increment Financing Plan for the Oak Park Corridor Improvement Authority (CIA) that will help redevelop commercial corridors and promote economic growth in the City.

Public Hearing

Mayor McClellan opened the public hearing to hear comments on the Corridor Improvement Authority Development and Tax Increment Financing (TIF) Plans at 8:35 PM. Father Paul Chateau from Our Lady of Fatima Parish commented that he would like to know more about the plans and their effect on residents of the City. Mayor McClellan then announced the public hearing will be continued at the next Regular Meeting of Council on February 1, 2016 at which time anyone wishing to address the Council on the proposed plans will be permitted to do so prior to closing the public hearing. The resolution to approve the plans will be considered after the public hearing is closed at the February 1, 2016 meeting.

SPECIAL LICENSES:

CM-01-027-16 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – OAK PARK ARTS AND CULTURAL COMMISSION – ARTIST APPRECIATION RECEPTION – APPROVED

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

Name	Event	Fee
Oak Park Arts & Cultural Commission	Artist Appreciation Reception – City Hall Lobby February 1, 2016 5 – 7:00 PM	Application Fee Waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-01-028-16 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES AS SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$16,308.20 - APPROVED

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoices #45079, 450792 and 450793 as submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$16,308.20.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-01-029-16 (AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND APPENDIX A – ZONING, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 1930 OF ARTICLE XIX, SECTION 802 OF ARTICLE VIII, AND SECTION 1401 OF ARTICLE XIV – APPROVED

Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following Ordinance to amend Appendix A – Zoning, of the Code of Ordinances, City of Oak Park, Michigan, by amending Section 1930 of Article XIX, Section 802 of Article VIII, and Section 1401 of Article XIV:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. O-16-622

AN ORDINANCE TO AMEND APPENDIX A - ZONING, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 1930 OF ARTICLE XIX, SECTION 802 OF ARTICLE VIII, AND SECTION 1401 OF ARTICLE XIV.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Article XIX, Special Land Uses, Section 1930, Restaurants Serving Beer or Wine, of Appendix

A-Zoning, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Sec. 1930. Restaurants Serving Alcoholic Liquor.

Restaurants, serving alcoholic liquor may be permitted in certain districts specified in this ordinance, if the establishment is continually operated according to the following

- A. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
- B. Not more than 50 percent of the gross floor area open to the general public shall be used for purposes other than seating for diners, consisting of tables, chairs, booths, and necessary aisle ways. Public restroom facilities shall not be considered in this determination.
- C. The proposed restaurant is not located within 500 feet of a church or school building. The distance between the church or school building and the contemplated location shall be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building. Notwithstanding the stated distance requirements, no proposed restaurant will be permitted to serve alcoholic liquor if the restaurant is located on a parcel of land adjacent to a parcel of land with a church or school building. This provision may be waived by the City Council if the affected school(s) or place(s) of worship, through its duly appointed or elected governing body, affirmatively waives, in writing, its right to object to the restaurant and the City Council determines that the restaurant will not adversely affect the operation of the school or place of worship.
- D. The layout of the site of the proposed restaurant, serving alcoholic liquor and its relationship to streets providing access to the site shall be in a manner that vehicular and pedestrian traffic to and from the proposed restaurant, serving alcoholic liquor and the potential assembly of persons connected therewith, will not be hazardous, endangering, or inconvenient to the surrounding neighborhood and commercial district.
- E. The proposed restaurant, serving alcoholic liquor will be compatible with adjacent uses of land, considering the proximity of residential dwellings, churches, schools, public structures, and other places of public gatherings.
- F. The proposed restaurant, serving alcoholic liquor will not be contrary to the public interest or injurious to nearby properties.
- G. The proposed restaurant, serving alcoholic liquor will not have the possible effect of downgrading and blighting the surrounding neighborhood.
- H. The proposed restaurant, serving alcoholic liquor will not reasonably be expected to diminish the value of properties in the immediate area.

SECTION 2. Section 802, Special Land Uses, L, of Article VIII, B-2, General Business Districts, of Appendix A- Zoning, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

- L. Restaurants serving *alcoholic liquor*, subject to the provisions specified in section 1930.

SECTION 3. Section 1401, Permitted uses, F. Special Land Uses, 1, of Article XIV, PUD, Planned Unit Development Districts of Appendix A- Zoning, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows.

1. Restaurants serving *alcoholic liquor*, subject to the provisions specified in Section 1930.

SECTION 4. SEVERABILITY.

No other portion, paragraph or phrase of the Code of Ordinances, City of Oak Park, Michigan, 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 5. EFFECTIVE DATE.

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

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

MOTION DECLARED ADOPTED

CM-01-030-16 (AGENDA ITEM #13B) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC LIQUORS, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING ARTICLE I, IN GENERAL, SECTION 6-1; AND ARTICLE III, REGULATION OF ON-THE-PREMISES CONSUMPTION, SECTIONS 6-54, 6-55, and 6-58 THEREOF – APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following Ordinance to amend Chapter 6, Alcoholic Liquors, of the Code of Ordinances of the City Of Oak Park by amending Article I, In General, Section 6-1; and Article III, Regulation of On-the-Premises Consumption, Sections 6-54, 6-55, And 6-58 Thereof:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. O-16-622

AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC LIQUORS, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING ARTICLE I, IN GENERAL, SECTION 6-1; AND ARTICLE III, REGULATION OF ON-THE-PREMISES CONSUMPTION, SECTIONS 6-54, 6-55, and 6-58 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Section 6-1, Definitions, of Article I, In General, of Chapter 6, Alcoholic Liquors, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 6-1 – Definitions.

The following definitions shall apply when used in this chapter:

Alcoholic liquor. Any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the Michigan Liquor Commission according to alcoholic content as belonging to 1 of the varieties defined in the Michigan Liquor Code.

License. A contract between the Michigan Liquor Commission and the licensee granting authority to that licensee to manufacture and sell, or sell, or warehouse alcoholic liquor in the manner provided by the Michigan Liquor Code.

(Code 1973, § 4-1)

Cross reference— Definitions generally, § 1-2.

State Law reference— Definitions, MCL 436.2 et seq.

SECTION 2. Section 6-54, Licensing Policy, of Article III, Regulation of On-the-Premises Consumption, of Chapter 6, Alcoholic Liquors, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 6-54. – Licensing policy.

(a) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a liquor license, as required by the statutes of the State of Michigan and the City of Oak Park Code of Ordinances.

(b) The city council may establish by resolution the number and type of establishments within the city in which the sale or consumption of alcoholic liquor shall be permitted for consumption on the premises. The number of such establishments may be less, but in no case greater than the number of such establishments permitted by Michigan law.

(c) New licenses and related permits, transfers of ownership of existing licenses, and transfers of licenses into the city shall require the prior approval, and is at the sole discretion of, the city council.

(d) An annual review shall be conducted of all existing licenses and related permits in the City of Oak Park.

(e) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a special land use approval, as required by the Zoning Act and entering into a contract with the City of Oak Park.

(f) Pursuant to the Michigan Liquor Control Code, liquor licenses issued by the Michigan Liquor Control Commission shall expire on April 30 of each year unless a different date is fixed by the Commission.

(Ord. No. O-15-615, § 1, 7-6-15)

SECTION 3. Section 6-55, Restaurant Requirements, of Article III, Regulation of On-the-Premises Consumption, of Chapter 6, Alcoholic Liquors, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 6-55. – Restaurant requirements.

The city council shall not approve any application for a new, a renewal, or transfer into the city of a license to sell alcoholic liquor for consumption on the premises unless the use of the license is in connection with and incidental to a restaurant operation meeting the following requirements and performance standards:

- (1) The proprietor shall make available a varied menu of food items consisting of not less than ten such food items cooked or prepared on the premises.
- (2) Not more than 50 percent of the gross revenues of the establishment will be or is derived from the sale of alcoholic liquor. Sales of food or alcoholic liquor to hotel or motel guests for consumption within their private rooms shall not be considered in determining the percentage ratio of sales to alcoholic beverages.
- (3) No admission fees or cover charges shall be levied on any patrons except as approved either through a special event permit or as outlined in the establishment's plan of operation as approved by the city council.
- (4) Restaurants are required to operate consistent with the hours established by the Liquor Control Commission for such establishments.

(Ord. No. O-15-615, § 1, 7-6-15)

SECTION 4. Section 6-58, Review Procedures, of Article III, Regulation of On-the-Premises Consumption, of Chapter 6, Alcoholic Liquors, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

(a) *City clerk processing.* Upon receipt of an application and fee, as provided herein, the clerk shall distribute the application to appropriate departments within the city for certifications necessary for city council approval, as follows:

- (1) Certification by the city clerk that the proposed licensee has a current valid license for operation of a restaurant at the proposed licensed premises or meets applicable requirements for the issuance of such a license.
- (2) Certification by the director of technical and planning services that the buildings or structures to which the license will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted.
- (3) Certification by the director of technical and planning services that the proposed licensed premises is appropriately zoned for the use and that any required zoning approvals, including site plan approval, have been applied for or obtained.
- (4) Certification by the director of public safety based upon a finding that the proposed licensee or licensees are of good moral character.
- (5) Certification by the director of public safety that the proposed licensed premises are in compliance with all applicable fire safety regulations.

(b) *Public hearing.*

- (1) When a completed application and fee including public hearing and notice have been received, the city council shall schedule a public hearing to consider the request for a new license and related permit, the transfer of ownership of an existing license, or the transfer of a license into the city.
- (2) Notice of the public hearing shall be provided to all property owners within 300 feet of the proposed establishment, according to the tax records of the city.
- (3) Notice of the public hearing shall be provided to all current liquor license holders located in the city, school districts, private schools, public school academies, and churches located in the city.
- (4) The applicant or an authorized representative shall appear at the city council hearing and make a written and/or oral presentation concerning the request.

(c) *Review factors.* In reviewing a request for a new license or related permit, a transfer of ownership of an existing license, or a transfer of a license into the city, the city council may consider and/or weigh the following factors:

- (1) Total number of similar licenses in the city.
- (2) Input from residents and surrounding business owners.
- (3) Impact of the establishment on surrounding businesses and neighborhoods.
- (4) Whether a proposed licensed premises is part of a multi-use project with substantial new retail, office, or residential components, and the size of the proposed licensed premises relative to the overall project or development.
- (5) Crowd control.
- (6) Parking availability.
- (7) Preservation or restoration of historic buildings.
- (8) Location in an underdeveloped area.
- (9) Concentration of establishments and impact on policing requirements.
- (10) Policing requirements.
- (11) Business history.
- (12) Business experience.
- (13) Liquor control commission violation history.
- (14) Percent of floor area devoted to dining versus bar area.
- (15) Size of bar area.
- (16) Overall benefit of the plan to the City of Oak Park.
- (17) Nonpayment of taxes or other payment due to the city.
- (18) Any other factor(s) that may affect the health, safety and welfare or the best interests of the community.

(d) *Restrictions on licenses.* No license shall be approved for:

- (1) An applicant or licensee whose license has been revoked for cause.
- (2) An applicant, who at the time of application or at renewal of any license issued hereunder, would not qualify or be eligible therefor.
- (3) A co-partnership, unless all of the members of such co-partnership shall qualify to obtain a license.
- (4) A corporation if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.
- (5) An applicant or licensee whose place of business is or will be conducted by a manager or agent, unless such manager or agent possesses qualifications similar to those required of the applicant or licensee.
- (6) An applicant or licensee who has been convicted or found responsible for a violation of any federal or state law or administrative rules of the Michigan Liquor Control Commission concerning the manufacture, possession or sale of alcoholic liquor, or similar violation of another state or country.
- (7) An applicant or licensee who does not own the premises for which a license is sought or have a lease therefor for the full period for which the license is issued.

- (8) Any law enforcement official or any member of the council, or to any such official having interest in any way, either directly or indirectly, in manufacture, sale or distribution of alcoholic liquor.
- (9) An applicant or licensee who does not have substantial management experience with entities having liquor licenses, or who, for other similar reasons, in the discretion of the city council, is not qualified to receive a license.
- (10) An applicant or licensee that has not submitted a site plan free from violations of the applicable building, electrical, mechanical, plumbing, or fire prevention codes, applicable zoning regulations, or applicable public health regulations;
- (11) Unless an applicant or licensee is selling alcoholic liquor, demonstrably in connection with, and incidental to, a bona fide restaurant operation;
- (12) An applicant or licensee that where the city council has determined that the premises do not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, noise or nuisance control, or such new construction or remodeling as proposed would not be completed;
- (13) An applicant or licensee that where the city council has determined that the location proposed for a licensed liquor establishment will have an adverse effect on the community, with consideration given to traffic safety conditions, accessibility to major streets or highways, distance from public or private schools, impact on adjacent residential districts, zoning classifications and the availability of parking.
- (14) An applicant or licensee unless a valid special land use approval is lawfully maintained for the premises.
- (15) An applicant or licensee unless a valid contract has been entered into with the city.
- (16) An applicant determined to have been untruthful in the application submitted to the city or to have submitted an application or other documentation with material omissions of fact.

(e) *Approval.* After a review by staff and recommendation, and a public hearing, if the city council is satisfied that the establishment or operation will provide a benefit the City of Oak Park and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. Approval of a license shall be conditioned on any necessary remodeling or new construction for the use of the license be completed within six months of the action of the city council or the Michigan Liquor Control Commission approving such license, whichever last occurs. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation.

(Ord. No. O-15-615, § 1, 7-6-15)

SECTION 5. Savings Clause.

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

SECTION 6. Severability.

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

SECTION 7. 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, Rich, Radner
	No:	None
	Absent:	Speech

MOTION DECLARED ADOPTED

CM-01-031-16 (AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO AMEND SECTION 1201, PERMITTED USES, OF ARTICLE XII, PCD, PLANNED CORRIDOR DEVELOPMENT DISTRICT, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK – APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve the First reading of the following Ordinance to amend Section 1201, Permitted Uses, of Article XII, PCD, Planned Corridor Development District, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 1201, PERMITTED USES, OF ARTICLE XII, PCD, PLANNED CORRIDOR DEVELOPMENT 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 XII, PCD, Planned Corridor Development Districts, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to read as follows:

Section 1201. Permitted uses.

- I. Health, fitness and exercise clubs.
- J. Accessory uses customarily incidental to the above permitted uses.
- k. Uses which, in the opinion of the planning commission based on findings of fact, are similar to the above permitted uses.

SECTION 2. Conflicting Provisions Repealed

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

SECTION 3. Severability

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

SECTION 4. Effective Date

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

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

MOTION DECLARED ADOPTED

Ms. Marrone reported that the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance at their October 11, 2016 meeting. The proposed text amendment would allow for health, fitness and exercise clubs as a permitted use in the PCD, Planned Corridor Development District. She indicated the Planning Commission voted to recommend to the City Council adoption of the text amendment.

CITY ATTORNEY REPORT:

City Attorney Duff reported there is newly enacted legislation, Public Act 269, that amends the State's Campaign Financing laws with respect to regulating what political activities a municipality may engage in. She indicated further clarification will be forthcoming.

CITY MANAGER:

Administration

CM-01-032-16 (AGENDA ITEM #15A) REAPPOINTMENT OF SAUL CHUDNOW AND LANA SHERMAN TO THE ELECTION COMMISSION FOR TERMS EXPIRING JANUARY 1, 2017 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to reappoint Saul Chudnow and Lana Sherman to the Election Commission for terms expiring January 1, 2017.

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

MOTION DECLARED ADOPTED

City Clerk Norris reported the term of office for Election Commission members is one-year and expires in the month of January. He indicated current Election Commission members Saul Chudnow and Lana Sherman have served since 2011, and have expressed interest in being reappointed for another term. Both Mr. Chudnow and Ms. Sherman have good attendance records and have performed their duties well during their tenure.

(AGENDA ITEM #15B) Snow Emergency Parking. City Manager Tungate reviewed the designated snow emergency parking areas found throughout the city.

Community and Economic Development

CM-01-033-16 (AGENDA ITEM #15C) APPLICATION TO THE MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS (MCACA) FOR A MATCHING 2016 MINI-GRANT TO HELP FUND THE SUMMER CONCERT SERIES AND EXPENDITURE OF \$800 BY THE OAK PARK ARTS & CULTURAL COMMISSION TO FUND 50% OF THE COST - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to authorize the submission of an application to the Michigan Council for Arts and Cultural Affairs (MCACA) for a matching 2016 mini-grant to help fund the Summer Concert Series and the expenditure of \$800 by the Oak Park Arts & Cultural Commission to fund 50% of the cost.

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

MOTION DECLARED ADOPTED

Community and Economic Development Manager Marrone reported the Community & Economic Development Department in partnership with the Parks & Recreation Department are submitting an application to MCACA for a 2016 mini-grant. The grant will fund 50% of the cost of the Summer Concert Series that was introduced last year. These concerts were a huge success and enjoyed by close to 1,000 people last summer. The concerts are scheduled to take place July 7, July 14, July 21, and July 28, 2016, from 7-8:30 pm in Shepherd Park, Pavilion One. She indicated that a request will be made to the Arts & Cultural Commission to fund \$800 of the grant match for 2016 at their January meeting. In 2015 they helped fund the concert series in the amount of \$897.

Finance/Assessing

CM-01-034-16 (AGENDA ITEM #15D) RATE OF COMPENSATION FOR THE BOARD OF REVIEW MEMBERS AND THE 2016 MEETING DATES AND TIMES – APPROVED

Motion by Burns, Seconded by Rich, CARRIED UNANIMOUSLY, to approve the rate of compensation for the Board of Review at \$80.00 for a full day and \$40.00 for a half day of service and the following dates and times for the 2016 Board of Review Meetings:

Monday	March 14, 2016	12:00 PM to 5:00 PM & 6:00 PM to 9:00 PM
Tuesday	March 22, 2016	6:00 PM to 9:00 PM
Monday	March 28, 2016	9:00 AM to 11:30 AM & 1:00 PM to 5:00 PM

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

MOTION DECLARED ADOPTED

CM-01-035-16 (AGENDA ITEM #15E) CITY OF OAK PARK 2016 POVERTY EXEMPTION POLICY – APPROVED

Motion by Radner, Seconded by Burns, CARRIED UNANIMOUSLY, to adopt the following City of Oak Park 2016 Poverty Exemption Policy:

**CITY OF OAK PARK
2016 POVERTY EXEMPTION POLICY**

1. Applicants must be the owner(s) of, and at least one must be an occupant of, the home for which the exemption is being sought. Proof of ownership and residency will be required (deed or land contract, and driver's license or voter's registration card) if it is not already on record with the City of Oak Park Assessor's Office.
2. Applicants will not be eligible for consideration unless they meet the following adopted guidelines as of December 31, 2015. This includes all individuals currently residing in the household, as well as any co-owners who are not residing in the household:

INCOME LIMIT

Income limits shall be those established by the Oak Park City Council, in adherence with Public Act 390 of 1994. For tax year 2015, applicable income limits are as follows:

<u># in Household</u>	<u>2015 Total Household Resources Cannot Exceed</u>
1	\$17,655/yr.
2	\$23,895/yr.
3	\$30,135/yr.
4	\$36,375/yr.
5	\$42,615/yr.
6	\$48,855/yr.
	add \$6,240/yr. for each additional person

ASSET LIMIT

Combined assets cannot exceed the applicant's projected 2016 property taxes +25%. Assets include: cash, checking, savings, money market, IRA's, annuities, investments of any type (eg. stocks & bonds, or other such liquid assets), boats, recreational vehicles, or other property. Assets do not include the applicant's homestead.

3. Meeting the above guidelines will not necessarily result in a property tax reduction. The amount of reduction, if any, will be equal to the difference between line 45 and line 35 on a simulated MI-1040CR

(Michigan Homestead Property Tax Credit Claim), using the applicant's 2015 total household income and their projected 2016 property taxes.

4. The above guidelines shall apply to each applicant unless the Board determines there are substantial and compelling reasons to make an exception. If there is a deviation from these guidelines, the reasons shall be communicated in writing to the applicant.
5. All applicants must obtain the proper application from the Assessor's Office, complete the entire application, attach all documentation requested (see back), sign the application and have it notarized.
6. All applicants must supply copies of the following documents for each individual currently residing in the household as well as any co-owners who are not residing in the household:

Itemized Statements of Account for the most recent 3 months for *every* asset account you currently have. (Checking, Savings, IRA's, Investments, etc.)

2014* & 2015 Homestead Property Tax Credit Claim** (MI-1040CR)

2014* & 2015 Michigan Income Tax Return** (MI-1040)

2014* & 2015 Federal Income Tax Return** (Federal 1040 or 1040A)

**NEW applicants are required to submit both 2014 & 2015 information.*

Applicants RETURNING from last year need only submit 2015 information.

****All applicants must also provide the documents that substantiate each of the dollar figures listed on the above tax forms, such as:**

W-2 Forms, Social Security Annual Benefit Statements (SSA-1099), SSI Benefit Notices (Federal & State), Pension Benefit Statements, Dividend & Interest Income Statements, Annual FIP/SA Assistance Statements, Workmen's Compensation Benefit Statements, Unemployment Benefit Statements, Child Support &/or Alimony Documentation, etc.

7. All applicants must appear before the Board of Review in person, unless a written medical excuse is provided by their doctor at the time their application is submitted. Applicants with a written medical excuse may appoint a representative to appear on their behalf to answer any questions the Board may have.
8. All applicants will be evaluated based on data submitted and testimony given along with information gathered from any source the Board chooses.
9. Any applicant may be subject to investigation of their financial and property records by the City. This investigation will be performed to verify information used to support the applicant's poverty claim.
10. Documents submitted to the Board will not be returned. Information and documents submitted to the Board of Review in support of an application for a poverty exemption shall be kept confidential, to the maximum extent permitted by law.
11. Application for Poverty Exemption may be made only one time per year, at either the March, July or December Boards of Review. The amount of exemption, if granted, applies to the whole year, and any amount of overpayment will be refunded.
12. All poverty exemptions are applicable only for the year in which granted. To be considered for exemption the following year, you must repeat the application process.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Dawn Sketch, 24241 Cloverlawn, thanked Council for their support of the arts and indicated the Oak Park Arts and Cultural Commission hopes to apply for the 2017 Inside Out Program that displays works of art replicas around the city.

Zena Attisha, business owner and Corridor Improvement Authority Board Member, thanked Council for the support of new economic development in the city.

CALL TO THE COUNCIL:

Mayor Pro Tem Burns thanked everyone for coming out and urged them to please dress appropriately during the cold winter months.

Council Member Radner encouraged everyone to have a wonderful evening.

Council Member Rich thanked everyone for coming and wished them a good night.

Mayor McClellan thanked Oak Park Schools for putting on a wonderful Martin Luther King, Jr. celebration and encouraged everyone to participate in Winterfest on Sunday, January 24, 2016. She also summarized the MDOT project that is fixing the overpass on I-696 at Church St. The project will last from April to November. She indicated the Historical Society is looking for people to interview about the history of Oak Park and concluded by encouraging everyone to vote in the Presidential Primary on March 8, 2016.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 9:15 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
January 19, 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, Council Member Rich

ABSENT: Council Member Radner, Council Member Speech

ALSO PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff, Assistant to the City Manager McLain, Assistant City Manager Yee, Community and Economic Development Manager Marrone

City Manager Tungate indicated he had received an email from Council Member Speech informing him that she would not be able to attend the 1/19/16 meetings due to medical reasons and requesting that she be excused by Council. There was no vote taken to excuse the absence.

SPECIAL BUSINESS:

CLOSED SESSION

A closed session had been posted pursuant to Section 8 of the Open Meetings Act to discuss Attorney Client Privileged Communication and Pending Litigation.

Three members of Council were present at the meeting. A closed session requires a two thirds vote of Council (4 Members) therefore, Council did not vote to go into closed session. The Special Meeting proceeded with a quorum of three members. City Manager Tungate indicated pending litigation and attorney client privileged communication matters will be discussed at a later date.

City Manager Tungate provided a brief update on various City related topics.

City Audit

Mr. Tungate indicated the Oak Park financial audit would be presented at the regular meeting by Mark Kettering from Rehmann Robson followed by a staff presentation by our Finance Director Carl Johnson. He confirmed that Council would be able to ask questions of our auditor following the presentation.

MDOT Victoria Park Project

Assistant City Manager Kevin Yee discussed the MDOT project that will begin in April and last through November. The project will remove the entire bridge deck down to the beams in order to fix drainage problems that cause ice to form under the overpass. Church Street will be closed during the project. He also reported that part of the project consists of removing and replacing the playground structure in Victoria Park. Mr. Tungate indicated that he has received requests for the old playground structure. Mr. Yee indicated making repairs to the old structure may be problematic so keeping it may not be the best option for the City.

Staff Changes

Mr. Tungate reported that new IT Director Ricardo Singson has been a nice addition to the city and that he will provide an update to Council at a future meeting. He indicated there are plans to fill a full-time facilities maintenance position as well as a full time accounts payable clerk.

State Audit of Property Records

Mr. Tungate indicated that the State of Michigan will be auditing a sample of the City's Property Cards to determine their accuracy. He indicated that we are among other cities in Oakland County that have been selected for this audit.

Snow Emergencies

A snow emergency may be called when snow accumulation reaches 4 inches or more. Residents are required to move their vehicles from streets to designated areas throughout the city when a snow emergency is declared. A \$100 citation will be issued for vehicles that are not moved appropriately.

Customer Service

Mr. Tungate discussed initiatives to improve customer service. Mayor Pro Tem Burns reported a resident complaint regarding a property on Dartmouth. Mayor McClellan asked about the possible implementation of Civil Infractions to help with blight issues and Mr. Tungate responded that consideration of the use of civil infractions would resume when the District Court litigation is finished.

Economic Development

Mr. Tungate reported that the Fed Ex facility is fully enclosed but will not be completely finished until 2017. He reminded everyone that the largest Planet Fitness in metro Detroit will be coming to Oak Park, occupying the old Glory Foods location on 10 Mile Road.

Corridor Improvement Authority

Mr. Tungate reported the Public Hearing for the CIA Development and TIF plans is scheduled for the regular meeting. The CIA project has been over three years in the planning and is a tool help develop the commercial districts in the city.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

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

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK

Corridor Improvement Authority

5C

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

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING NOVEMBER 17, 2015 MINUTES

Meeting was called to order at 12:01 p.m., in the Executive Conference Room at Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Colbert and roll call was made.

PRESENT: Chairperson Colbert
Vice Chairperson Blumenkopf
Mayor McClellan
Board Member Attisha (*arrived 12:03 p.m.*)
Board Member Peteet

ABSENT: Board Member Berger
Board Member Moulden

OTHERS PRESENT: Community & Economic Development Director, Kimberly Marrone
Recording Secretary, Cherilynn Brown

3. APPROVAL OF AGENDA OF NOVEMBER 17, 2015

MOTION by Blumenkopf, SECONDED by McClellan, to approve the agenda as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES

MOTION by Blumenkopf, SECONDED by McClellan, to approve the minutes of the October 22, 2015 meeting as corrected to list Board Member Peteet as absent.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT

There were no members of the public in attendance.

6. GUEST – LUKE BONNER

Mr. Bonner, Bonner Advisory Group, provided an overview of the proposed Development Plan (Agenda Item #7A) and Tax Increment Financing Plan (Agenda Item #7B). During ensuing discussion, Mr. Bonner clarified:

- Oakland County typically negotiates between 50% - 75% for tax capture.
- The proposed Plan follows the basic outline of the state statute.
- Any future revisions must go through the entire process of plan approval, which is the reason the project plan should be broad and flexible.
- The projects outlined in the Plan are estimated to cost \$6 - \$13 million.

7. UNFINISHED BUSINESS

- A. Development Plan
- B. Tax Increment Financing Plan

Ms. Marrone asked Board members to review the proposed Plan and be prepared at the next meeting to add any additional projects they may want to include. The Board will be asked to make any desired adjustments at the next meeting, then the Plan will be forwarded to City Council.

8. NEW BUSINESS - none**9. FINANCIAL REPORT**

Reports outlining projected tax capture, taxable value increases and tax increment revenue were provided.

10. BOARD MEMBER COMMENT

Board Member Attisha requested that some future business roundtables be held mid-morning or at lunch time to accommodate business owners who can't make early morning meetings.

Ms. Marrone encouraged Board members to attend the Master Plan Town Hall meeting on November 18, 2015, 5:00 – 7:00 p.m. at the Oak Park Community Center.

11. ADJOURNMENT

There being no objection, the meeting was adjourned at 1:09 p.m.

Cherilynn Brown, Deputy Clerk/Director of Elections



CITY OF OAK PARK

Corridor Improvement Authority

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

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING DECEMBER 17, 2015 MINUTES

Meeting was called to order at 12:04 p.m., in the Executive Conference Room at Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Colbert and roll call was made.

PRESENT:
Chairperson Colbert
Vice Chairperson Blumenkopf
Mayor McClellan
Board Member Berger
Board Member Moulden

ABSENT:
Board Member Attisha
Board Member Peteet

OTHERS PRESENT:
Community & Economic Development Director, Kimberly Marrone
Recording Secretary, Ed Norris

3. APPROVAL OF AGENDA OF DECEMBER 17, 2015

MOTION by McClellan, SECONDED by Blumenkopf, to approve the agenda as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES

MOTION by Blumenkopf, SECONDED by McClellan, to approve the minutes of the November 17, 2015 meeting as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT

There were no members of the public in attendance.

6. UNFINISHED BUSINESS

- A. Development Plan Final Approval
- B. Tax Increment Financing Plan Final Approval

Ms. Marrone reviewed minor changes to the original drafts of the Development and Tax Increment Financing Plans and requested approval of the plans as submitted. Upon approval by the CIA Board, the Plans will be forwarded to City Council for a Public Hearing and consideration for their approval on January 19, 2016.

MOTION by Blumenkopf, SECONDED by McClellan, to adopt the Corridor Improvement Authority Development Plan as submitted.

ROLL CALL VOTE: Yes: All
 No: None

MOTION CARRIED

MOTION by McClellan, SECONDED by Berger, to adopt the Corridor Improvement Authority Tax Increment Financing Plan as submitted.

ROLL CALL VOTE: Yes: All
 No: None

MOTION CARRIED

7. NEW BUSINESS - None

8. FINANCIAL REPORT - None

9. BOARD MEMBER COMMENT - None

10. ADJOURNMENT

There being no objection, the meeting was adjourned at 12:19 p.m.

Ed Norris, City Clerk



CITY OF OAK PARK

EMERGENCY SERVICES COUNCIL

5D

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

Emergency Services Council Meeting

December 14, 2015 at 7:00PM

14000 Oak Park Blvd
(Oak Park City Hall)

Present: Steve Cooper (Director of Public Safety), Teresa Roscoe (Chairperson), Nynier Brown (Co-Chairperson) Devin Benson (Emergency Services Coordinator), Denise DeSantis (Community Engagement and Public Information Director) Gwen Henderson-Kenley (Active Member), Jerry Begel (Active Member)

Excused Absent: Ken Rich (Council Member) Rocco Fortura (Deputy Director of Public Works)

Guest: Val Moskalik (resident), Sue Hashield (resident)

Meeting called to order at 7:08 PM

Old Business:

1. Emergency Services Volunteers- continue to engage volunteers
 - A. Seminar on conflict resolution and de-escalation to take place early in 2016
 - B. Seminar on assembling various emergency kits (home, vehicle, evacuation, pets) to take place possibly in the spring of 2016

New Business: Guest Speaker, Sara Stoddard (Chief of the Oakland County Homeland Security Division)

- Overview of services provided by the Oakland County Homeland Security
- Review of the major flood of August 2014 (volunteer clean up assistance, FEMA financial aid, etc.)
- Overview of the Emergency Operations Plan
- Overview of the severe weather siren alert system

Meeting adjourned at 8:10 PM

The next meeting will held January 11, 2016 at 7:00PM, Oak Park City Hall (Executive Conference Room).

Meeting minutes prepared and submitted by Steve Cooper (Director of Public Safety)



CITY OF OAK PARK
COMMUNITY ENGAGEMENT
DEPARTMENT OF PUBLIC INFORMATION

CITY OF OAK PARK
 Carolyn Burns
Council Members
 Kiesha Speech
 Solomon Radner
 Ken Rich
City Manager
 Erik Tungate

Regular Meeting of the
COMMUNICATIONS COMMISSION
Wednesday, December 16, 2015
Minutes

The meeting was called to order at 7:03 p.m. in the Oak Park Community Center at 14300 Oak Park Blvd., Oak Park, MI 48237.

PRESENT: Chairman Steven Gold, Vice Chair Julie Edgar, Commissioner Desmond Travis, Commissioner Cheryl Weiss, City Liaison Denise DeSantis, City Council Member Kiesha Speech (arrived at 7:14 p.m.)

ABSENT: Commissioner Nathan Peiss

ALSO PRESENT: None

APPROVAL OF AGENDA:

Motion by Commissioner Weiss to approve the agenda. Seconded by Commissioner Edgar. Motion carried, unanimous.

APPROVAL OF MINUTES:

There was no quorum at the October meeting; Commissioners did not conduct business. Minutes including roll call and reports were taken by Deputy Clerk Brown.

Discussion regarding the November 2015 meeting: there is no description in the ordinance regarding excused absences for City Commissioners. As there was another meeting in the City for the same evening, most Commissioners believed the Communication Commission meeting would not be held in November. After discussions with City officials Chairperson Steven Gold shared that it was explained by Deputy City Clerk that a motion could be made to excuse the absences of Commissioners from the November 2015 meeting. Commissioner Edgar made a motion to amend the November 18, 2015 minutes to reflect the absences as "Excused." Seconded by Commissioner Travis. Motion carried, unanimous.

MEMBERSHIP CHANGES:

Commissioners welcomed newest Commissioner, Desmond Travis, to the Communication Commission.

OLD BUSINESS:

Updates to Member List – Commissioner Peiss' phone number is still incorrect; correction needs to be made.

NEW BUSINESS:

City Council Member Speech suggested the Commission define excused/unexcused absences, as this sets precedent. Commissioner Weiss suggested we table that discussion until the January meeting and focus on the new business items on the agenda as the last few meetings were all procedural in nature and the Commission wished to progress on the agenda. Chairman Gold suggested we have that discussion at a future meeting and asked if there is a policy for excused and unexcused tardies for this as well. City Council Member Speech responded that a policy would only apply to Commissioners.

Discussion regarding Ideas for Communication Commission Projects included suggestions to make a decision about how information goes out to the community. Director DeSantis distributed a list of potential projects for the Communication Commission to work on over the next year.

Director DeSantis shared that at the Town Hall meeting, residents shared that there is more interest in print material, and we need to use resources efficiently. Commissioner Edgar suggested that informational communications that go out to residents should be improved including more information that is relevant and timely given some receive information online and don't want to read it twice. Director DeSantis shared that Commissions are moving towards embracing projects with a strategic purpose and provided examples of the OPAACC Commission (i.e., Summerfest, July Concert Series, Artists in City Hall, etc.) or the Beautification Commission (i.e., Beautification Awards). City Council Member Speech stated that there is a big difference between administration and Commission. She suggested that City Council Members are urging the Commissions to actively embrace a specific project that the Commission can work on together as opposed advising on day-to-day operations. She used the example the Emergency Services Commission helped Public Safety and the City to develop a communication process for communicating with residents in emergent situations, but does not give Director Cooper direction on how to conduct his day-to-day police and fire operations.

Travis shared that many residents are not tech savvy, yet many young people would benefit from information; we need to reach everyone by expanding into Facebook, Twitter, and Instagram. Snapchat is popular with high school students; that is a good avenue to get information to them. He also suggested the use of hashtags in social media. Discussion also included the use of video, such as YouTube and Ustream, and how effective that avenue is in sharing information, as well as considering the cost of providing these options to the community. Director DeSantis asked the Commission to be mindful of the purpose and strategy behind the form of communication and the projects we embrace. (i.e., are we trying to improve communication with non-technologically inclined individuals, create a business tool, or create sponsorships to assist other Commissions promote their events.)

Director DeSantis provided information regarding the legal issues regarding social media. Social media posts can be part of FOIA (Freedom of Information Act). She stated that commissioners should always point people to the City staff member who can answer questions, rather than answering questions from the community ourselves. Commissioner Edgar asked if there is a helpline, or a centralized person who can direct calls and provide answers. She has called with questions, and provided examples of questionable customer service. City Council Member Speech added that if/when this occurs, please contact a City Council Member or City Manager Erik Tungate. She explained that what Commissioner Edgar is explaining is a centralized system, but the City actually went to a decentralized system whereby individuals call the department direct. It cuts down on phone calls and usually means less need to transfer phone calls, put someone on hold, or call back. Each department should be able to answer questions. Director DeSantis mentioned that this might be an opportunity to champion a project where we make a directory that we send to every home with the calendar (to maintain efficiency in postal rates). She shared that Crystal McLain, Assistant to the City Manager is creating a GovQA program that will feature frequently asked questions. When a question is not answered to the person's satisfaction they can ask their question through the GovQA page which will send the message to the appropriate department for follow-up. This allows people to ask questions after hours and know they will receive feedback within what could be one business day, depending on policy.

Chairman Gold suggested having an application in which everything you do as you walk in the door of City offices could also be done on the app. Director DeSantis disclosed there will be an app with the new City website making it a responsive design and mobile ready. Working on the new website could also be a project for the Communication Commission.

Director DeSantis shared a list of possible ideas for brainstorm consideration. They included:

- **Event Promotion** – A request by other Boards and Commissions, the Library, Economic Development and the Recreation Department to help them communicate and promote major events and activities during the year.
- **Sponsorship Plan** – A request by the Library, Economic Development and the Recreation Department and OPAACC to create a sponsorship plan for the City.
- **Communication Plans for Our Non-Tech Savvy Residents and Businesses.**
- **Media List Development and Community Outreach Programs** to ultimately improve media reach and coverage.
- **Expand on Town Hall/Master Plan Survey Results.**

- **Website Redesign** – As one of our most powerful communication tools that the City is in the process of revamping, we have the opportunity to research websites, compile suggestions for content, and design components to better communicate with those who access our site online.
- **Guest Speakers** – Host guest speaking engagements whereby we invite other governmental communication specialists to the City to share their learnings, practices, ideas, successes and failures.
- **Emergency Response Communication Plans** – Research and evaluate various emergency response communication systems and suggest improvements in our ability to communicate with segments of the population based on their what they want to be informed about (i.e., emergent situations, public safety, events, City announcements, etc.) and provide choices in the way in which they chose to receive the information (i.e., text message, email, by mail, through the media, etc.)

Director DeSantis shared the input from the Town Hall Meeting for an Oak Park newspaper or an Oak Park magazine. Chairman Gold and Director DeSantis met with C & G Newspapers to discuss the idea. C & G Newspapers will be following-up with ideas.

Commissioner Edgar suggested that each Commissioner come to the January meeting with two project preferences for 2016.

COUNCIL LIASON REPORT:

Council Member Speech wished everyone a Happy Hanukkah, Merry Christmas, and Happy New Year. She reported that bonuses for all employees were approved. Contracts for city employee groups were approved. They are looking at zoning and general ordinance changes to city code because of Class C liquor licenses. The City Council wants to open doors to new restaurants in Oak Park. Commissioners were encouraged to pay attention to City Council meetings. Nothing is up for first reading yet, but that will happen soon.

STAFF LIASON REPORT:

Director DeSantis reported that she is hopeful that a proposal from C&G newspapers will come regarding an Oak Park magazine. In addition, the Arts and Cultural Commission is discussing having before city council meetings to meet artists. The City of Oak Park 2016 calendar will be out and delivered around the first week of January.

CALL TO THE MEMBERSHIP:

Commissioner Edgar – Happy New Year, Happy Holidays

Commissioner Weiss – Happy New Year, Happy Holidays

Commissioner Travis – Happy New Year, Happy Holidays

Commissioner Gold – Thanked everyone for coming, taking time out of their schedules to be here, and for being flexible as the Commission met longer than the planned meeting time tonight. The next meeting is January 20, 2016 at 7:00 p.m. Have a great holiday!

DATE OF NEXT MEETING: The next meeting of the Communication Commission is Wednesday, January 20, 2016 at 7:00 p.m. at the Oak Park Community Center.

ADJOURNMENT:

Motion to adjourn was made at 8:38 p.m. by Edgar, seconded by Weiss. Motion carried.



5F

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016

AGENDA #

SUBJECT: Request to cancel the February 8, 2016 Planning Commission meeting.

DEPARTMENT: Community and Economic Development, Planning Division

SUMMARY: The Chairperson of the Planning Commission is requesting the February 8, 2016 Planning Commission meeting be cancelled. There is no scheduled business before the Planning Commission.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: The City Council consider accepting the request of the Chairperson of the Planning Commission and cancel the February 8, 2016 regularly scheduled meeting.

APPROVALS:

City Manager:

Director:

Finance Director:

EXHIBITS: None.

MERCHANT'S LICENSES – FEBRUARY 1, 2016

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
T-Mobile Central	26102 Greenfield	\$150
T-Mobile Central	8980 Nine Mile	\$150
T-Mobile Central	24762 Coolidge	\$150
T-Mobile Central	21830 Greenfield	\$150
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>
Curv Bella Boutique	22125 Coolidge	\$187.50
Synergy Rehab Inc.	13631 Eleven Mile	\$187.50
Formteck Plastics	10030 Capital	\$187.50
L N S Tobacco	10700 Nine Mile	\$187.50
Personal Uniform Service	10100 Capital	\$150.00
Marblecast, Inc.	14831 Eleven Mile	\$187.50
New Style African Hair Braiding	21700 Greenfield 106A	\$187.50
The Wellness Plan Medical Centers	21040 Greenfield	\$187.50
The Right Way Beauty & Barber Shop	21700 Greenfield 131	\$187.50
Luxor Jewelry	21700 Greenfield 301	\$187.50
Fallas	26100 Greenfield	\$187.50
White Castle	26500 Greenfield	\$187.50
Teck Cleaners	13841 Nine Mile	\$150.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016

AGENDA #

SUBJECT: Public Hearing on a Resolution to approve the Development Plan and Tax Increment Financing Plan for the Oak Park Corridor Improvement Authority

SUMMARY: The City of Oak Park finds that it is in the best interest of the public to redevelop its commercial corridors and to promote economic growth. It is recommended that the city council of Oak Park pass the resolution to approve the Development Plan and Tax Increment Financing Plan for the Oak Park Corridor Improvement Authority (CIA).

Representatives of Oakland County government having submitted comments on the City's proposed Development and Tax Increment Financing Plans which recommendations were incorporated in said plans, prior to the City Council taking action on the proposed plans, the Administration would like an opportunity to present the revised plans to the Corridor Improvement Board for its review and approval. Therefore, the Administration requests that the City Council open the public hearing to receive comments from those in attendance at the January 19, 2016 meeting and then continue the public hearing to the February 1, 2016 meeting at which time anyone wishing to address the Council on the proposed plans will be permitted to do so prior to closing the public hearing. In addition, it is requested that City Council defer any action on the Resolution to approve the plans until after the public hearing is closed at the February 1, 2016 meeting

RECOMMENDED ACTION: City Council re-open the public hearing to receive comments from those in attendance at which time anyone wishing to address the Council on the proposed plans will be permitted to do so prior to closing the public hearing. In addition, it is requested that City Council pass the Resolution to approve the plans at the February 1, 2016 meeting.

APPROVALS:

City Manager

Director:

EXHIBITS: Resolution to approve Development and TIF Plan for the Oak Park Corridor Improvement Authority, TIF Plan, & Development Plan

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

RESOLUTION NO.

**A RESOLUTION OF THE OAK PARK CITY COUNCIL TO APPROVE THE DEVELOPMENT PLAN AND TAX
INCREMENT FINANCING PLAN FOR THE OAK PARK CORRIDOR IMPROVEMENT AUTHORITY.**

At a meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at the city hall at 14000 Oak Park Boulevard, Oak Park, Michigan 48237, on _____, 2016, at 7:00 P.M., with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

WHEREAS, the Oak Park Corridor Improvement Authority was established, per Public Act 280 of 2005, as amended, under city council resolution CM-09-356-15; and

WHEREAS, the CIA Board approved the City of Oak Park Corridor Improvement Authority Development and Tax Increment Financing Plans on December 17, 2015, which Plan sets forth a series of action items to facilitate and support the revitalization of the Oak Park Corridor; and

WHEREAS, the CIA Board has identified Tax Increment Financing (TIF) as an important part of the redevelopment strategy and has prepared, considered and approved the requisite Development and TIF Plans, having forwarded said Plans to City Council for consideration, and

WHEREAS, pursuant to Section 22 of Public Act 280 of 2005, as amended, City Council held a duly noticed public hearing on the Development and TIF Plans for the Oak Park Corridor Improvement Authority on January 19, 2016 and continued on February 1, 2016, at which time an opportunity was provided for the expression of the views of all interested parties;

NOW THEREFORE BE IT RESOLVED:

1. In accordance with Section 23 of Public Act 280 of 2005, as amended, the City Council hereby finds and determines that the Development Plan and TIF Plans (the "Plans") constitute and seek to accomplish the public purposes of providing for and promoting critical revitalization and redevelopment of the Oak Park Corridor Improvement Authority within the development area designated in the Plans, as well as the other public purposes identified in the Plans.
2. The City Council of the City of Oak Park, in accordance with Section 23 of Public Act 280 of 2005, as amended, hereby finds and determines the following:
 - a. The Plans meet the requirements of Section 20(2) of Public Act 280 of 2005, as amended.
 - b. The proposed method of financing the development is feasible and the authority has the ability to arrange the financing.
 - c. The development is reasonable and necessary to carry out the purposes of Public Act 280 of 2005, as amended.

- d. Any land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of Public Act 280 of 2005, as amended, in an efficient and economically satisfactory manner.
 - e. The Development Plan is in reasonable accord with the Strategic Economic Development Plan for Future Land Use of the City of Oak Park Corridor Improvement Authority Development and TIF Plan.
 - f. Public services, such as Public Safety and utilities are, or will be adequate to service the project area.
 - g. Changes in zoning, streets, street levels, intersections, and utilities are reasonable necessary for the project and for the City.
3. That based upon the foregoing findings and determinations, and upon further finding that pursuit and execution of the Development and TIF Plans appear to be in the best interest of the City, the City of Oak Park City Council approves the Development Plan and TIF Plans for the Oak Park Corridor Improvement Authority, copies of which are attached to this resolution.

Yeas:

Nays:

Absent:

Abstained:

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Oak Park, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Oak Park at a duly called meeting held on January 19, 2016, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2016.

Ed Norris, City Clerk

City of Oak Park
Corridor Improvement Authority
Development Plan and Tax Increment Financing Plan



Prepared By:
Ms. Kimberly Marrone
Manager of Community and Economic Development

Supported By:

BONNER *Advisory Group*

November 17th, 2015

City of Oak Park Officials

City Council

Mayor Marian McClellan
Mayor Pro Tem Carolyn Burns
Councilwoman Kiesha Speech
Councilman Solomon Radner
Councilman Ken Rich

City Manager Erik Tungate

Corridor Improvement Authority Board Members

Jack Blumenkopf
Patrick Peteet
Daveda J. Colbert, Ph.D
Michael Berger
Zeana Attisha
Ray Moulden
Marian McClellan

Community and Economic Development Manager
Kimberly Marrone

City of Oak Park, Michigan – 14000 Oak Park Boulevard
Oak Park, Michigan 48237 – 248-691-7410

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1.0 Executive Summary

The City of Oak Park has been actively pursuing ways to create vibrant corridors. For years the disinvestment in the commercial corridors in Oak Park has created a need for revitalization. The purpose of this plan is to maintain and upgrade the economic viability of the designated corridors for a period of twenty years. This plan will not be renewed.

The City Council, determining that it is necessary in the best interest of the public to halt property value deterioration and increase property tax valuation where possible in its business districts, to eliminate the causes of deterioration and to promote economic growth, hereby declares its intention to and hereby does create and provide for the operation of the City of Oak Park Corridor Improvement Authority, pursuant to Act No.280, 2005, MCL 125.2871 et seq. as amended, of the State of Michigan.

In the city adopted Resolution No. CM-09-356-15 approving the creation of the Corridor Improvement Authority (“CIA”), the board was established and the TIF and Development Plans were created. The plans set forth guidelines for which the city will be able to undergo extensive streetscape projects consisting of a road diet, pocket parks, and bike lanes along the Nine Mile Corridor, Façade Grant Funding, Parking Lot creation/Improvements, Marketing, Events, Landscaping, and more. The cost of these projects will be financed through tax increment financing and grant funding and therefore requires a descriptive plan of attack.

The plan states that the duration of the development and tax increment financing plan shall be from 2016-2036. The Corridor Improvement Authority will make any existing final debt service payments during the 2034-2035 fiscal year. Therefore the development and tax increment financing plans will expire on July 1, 2036. The plan will serve as a catalyst for a number of improvements within the commercial districts and corridors.

The authority is under the supervision and control of a board consisting of a chief executive officer of the municipality and no less than five or no more than nine members as determined by the governing body of the municipality. The function of the authority is to propose, finance and implement public improvements in the Corridor Improvement Authority District that it is in the best interests of the public to redevelop its commercial corridors and to promote economic growth.

The Oak Park Corridor Improvement Authority is ultimately responsible for the revitalization of the Corridor Improvement Authority district as it is defined by Oak Park ordinance. The need to revitalize commercial districts is clear. A healthy, viable corridor is crucial to the heritage, economic health and civic pride of the entire community for several reasons. A healthy commercial corridor retains and creates jobs, creates a stronger tax base; long-term revitalization establishes capable businesses that use public services and provide tax revenues for the community. It increases the community's options for goods and services, whether for basic staples like food, clothing and professional services or for less traditional functions such as housing or entertainment.

Finally, vibrant commercial corridors are symbols of community caring and a high quality of life, factors that influence corporate decisions to locate to a community.

In order to assist in improving the corridors in Oak Park, the Oak Park Corridor Improvement Authority has identified the following priorities in establishing vibrant commercial corridors:

The Oak Park CIA is responsible for enhancing the visual quality of the business district. This means attention to all physical elements: buildings, storefronts, signs, public improvements, landscaping, merchandising displays, and promotional materials. The quality of the designed environment more than any other aspect demonstrates to the public the other qualities of the district.

The CIA is also responsible for creating a positive image of the business district to attract customers and investors and rekindle community pride. Promotion includes the development of sophisticated, joint retail sales events, festivals and the creation of a consistent image through graphic and media presentation. Promotion also includes target marketing of the district to investors, developers and new businesses.

Finally, Oak Park CIA is responsible for assisting in all aspects of economic restructuring, including strengthening the existing economic base of the business district while diversifying its economic base. Activities include retaining and expanding existing business, recruiting new businesses to provide a balanced mix, converting underutilized buildings and space into productive property and sharpening the competitiveness of the districts' businesses.

In the fall of 2013, the City of Oak Park began planning for the community's future by hiring a consulting firm to create a Strategic Economic Development Plan. The plan identifies a need to create a more walkable community and the need for creating a Tax Increment Financing Authority. The plan specifically outlines the tasks and the department that is responsible for each task. The creation of a Tax Increment Financing Authority will assist in funding the identified programming and improvements to the Corridor Improvement Authority district.

On behalf of the Community & Economic Development Department, it is with great pleasure that I submit the Oak Park CIA Development and Tax Increment Financing Plan for 2016--2036.

The following information is provided as required by Act 280 of 2005 MCL 125.2871 et seq. as amended, of the State of Michigan

Kimberly Marrone
Community & Economic Development Manager

2.0 Introduction

As part of the larger Metro Detroit region, Oak Park is closely linked to trends occurring in Oakland, Wayne, and Macomb counties. Regional and local trends identified during the Master Plan program include money spent on new construction. Money spent on new construction in Oakland County during 1992 was 36% of the total construction dollars spent in the entire Southeast Michigan Council of Governments (SEMCOG) region, which includes Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne counties. Rapid growth in Oakland County was the main impetus for major transportation improvements, such as completion of 1-696 and widening of 1-75 north of Square Lake Road.

Regional transportation improvements benefit Oak Park by providing improved access to job opportunities and giving Oak Park businesses better access to suppliers, customers, and employees. The new east-west regional connection provided by 1-696 provides contact between communities as far apart as Farmington Hills and the Grosse Pointes that was nearly nonexistent for the past 25 years. There are two exits that identify Oak Park to freeway drivers. The opening of the final segment of I-696 provides convenient, new contact with other suburbs. It also serves as a good advertiser for Oak Park. Improvements in travel times bring people of the region closer together economically and socially.

The most difficult task of any planning program is identifying ways to capitalize on opportunities that reverse negative development patterns and trends. The secret always seems to be related to identifying the positive aspects of the trends associated with local and regional change. Change must be viewed as a natural, evolutionary process. The fact that circumstances in the community change does not automatically mean that all change is bad. There are a number of opportunities available to Oak Park that result from ongoing change locally and regionally.

Rising home prices in the northern and western suburbs makes Oak Park attractive to young families and first time home buyers. The City's neighborhoods are still basically sound and easily marketed to this segment of buyers. Oak Park's well-designed apartments could be converted to condos as the need for senior citizen housing becomes even more pressing. Other options for new condo construction may exist on a few vacant sites or as a redevelopment option on strategically important properties.

Providing uniform, attractive barriers between residential neighborhoods and business/industrial areas will provide improved identity and pride for both sides of the fence. Oak Park businesses can develop merchandising techniques similar to those used in malls to improve the shopping climate of the City. Techniques include pooling advertising dollars, keeping the same store hours, and updating store fronts. Some type of formal organization, such as a downtown business association, merchants association, and/or chamber of commerce, may be needed to lead such a renaissance. Strict developmental controls on office-retail conversions can ensure quality developments.

The diversity in Oak Park's population makes it a very interesting place to live and visit. The strong Jewish, African-American, Chaldean, and Arab populations provide an eclectic mix of race, culture, and religion in a relatively small land area. This diversity is exciting and provides a strong marketing base.

In the City's recent Vision Program, citizens outlined a future vision for Oak Park. The Planning Commission now has a valuable tool in directing the future of the City. As was noted repeatedly during the Vision Program, a strong and well-coordinated program of code enforcement will benefit the City's neighborhoods, shopping districts, office corridors, and industrial districts. The City needs an identifiable "center", especially related to shopping and personal service needs of its resident population. The Nine Mile and Coolidge area provides the base for redevelopment of a town center that could borrow from the successes of more traditional small city downtowns.

The Corridor Improvement Act, Public Act 280 of 2005, (PA 280) empowers a governing body to create a Corridor Improvement Authority ("CIA"). At the September 7, 2015 regular meeting, City Council adopted an ordinance creating a CIA for a development area defined as the District. With demonstrated focus on economic development in Oak Park, City Council recently established a Corridor Improvement Authority in the areas of Coolidge and 9 Mile Rd, and Coolidge and 11 Mile Rd. The new entity makes it possible to fund improvement projects by utilizing Tax Increment Financing or TIF, which is a funding method that allows the Authority to capture a portion of regular tax revenue from other existing tax authorities, such as the county, for planning and public improvements in Oak Park. Projects, which the Authority may consider, include: streetscape and infrastructure improvements, public parking, non-motorized pathways and new parks. A Façade Improvement Program provides Oak Park businesses with grants for the purpose of improving building exteriors to attract more customers.

To meet the requirements of PA 280, it is necessary to prepare a Development Plan and TIF Plan for the CIA to adhere to when implementing and financing the District improvements. The organization of the Development Plan and TIF Plan are in accordance with the requirements and follow the format presented in PA 280. The Development Plan must include a legal description and map of the district, a description of the proposed construction activities, an implementation schedule, estimated construction costs and other pertinent information regarding the District.

The TIF Plan provides a summary of the methods proposed to generate the revenue needed to fund the proposed projects. As outlined in the TIF Plan, funding for projects will be generated through tax increment financing, grants, local cooperation and funding eligible under Section 14 of the PA 280.

3.0 Development Plan

The presentation of the Development Plan follows the statutory requirements of PA 280, specifically MCL 125.2891, Section 21(2)(a) through (r).

PA 280 requires that a development plan contain all of the following:

(a) The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.

(b) The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, education, and other uses, and including a legal description of the development area.

(c) A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.

(d) The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.

(e) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.

(f) A description of any parts of the development area to be left as open space and the use contemplated for the space.

(g) A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

(h) A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities.

(i) An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.

(j) Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.

(k) The procedures for bidding for the leasing, purchasing, or conveying in any manner

of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.

(l) Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

(m) A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

(n) Provisions for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894.

(o) A plan for compliance with 1972 PA 227, MCL 213.321 to 231.332.

(p) The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection.

(q) A schedule to periodically evaluate the effectiveness of the development plan.

(r) Other material that the authority, local public agency, or governing body considers pertinent.

The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise. (MCL 125.2891(2)(a)).

At the September 8, 2015 regular meeting, the City Council adopted an ordinance creating the CIA and establishing the boundaries of the development area now identified as the District. Attached as Exhibit A is a map which delineates the boundaries of the District in relation to the adjacent highways, streets and streams.

The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, education, and other uses, and including a legal description of the development area. (MCL 125.2891(2)(b)).

Existing Land Uses

The location and extent of existing streets within the District are set forth at Exhibit A. The existing public and private land uses within the District are shown on the land use plan adopted from the City's Master Plan. The District is comprised of predominantly commercial and office uses, including, local convenience retail, restaurants, business and service oriented uses along with residential properties. There are publicly owned properties in the District. Development within the District began during the 1950s and will continue to occur in the future through development of the inventory of vacant parcels, in addition to the redevelopment of improved parcels.

Legal Description

A detailed legal description of the District is attached in Exhibit B.

Public Land Use: The existing public land uses are streets, right of ways, parks, the City government offices, court building, and the Oak Park High School. The addresses of the public land uses are as follows:

Oak Park City Hall
14000 Oak Park Blvd.

Oak Park Community Center and Library
14300 Oak Park Blvd.

Court Building
13600 Oak

Oak Park High
School
13701 Oak
Park Blvd.

Private Land Use: The district contains commercial, industrial and residential land uses. See Exhibit C for Existing Zoning District Map

- **Commercial/Office Use:**

The uses are extremely varied. Most buildings are older and are in need of façade renovations, ADA compliancy, and energy efficiency upgrades. Many of the commercial areas have a severe lack of public parking which limits the usefulness and ability to locate a business in these areas. The areas were built without any consideration for pedestrian

or bicycle traffic.

- **Industrial Use:**

The location of these uses along the corridor make them prime opportunities for redevelopment into more commercial uses. Many of these buildings are very old and have become functionally obsolete for industrial uses. These areas now allow for some commercial uses while still being zoned light industrial.

- **Residential Use:**

Many two family residential uses exist throughout the development area with concentrations along the Coolidge Corridor. There exists some multi-family units and single family residential parcels as well. The plan does not call for displacement of any residents. If a residential unit becomes available for sale, it may be considered for purchase to redevelop or renovate to reduce blight.

- **Existing Streets:**

The existing streets are illustrated in Exhibit A:

- Coolidge
- Nine Mile Road
- and Eleven Mile Road

A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion. (MCL 125.2891(2)(c)).

To accomplish the goals established for the District, the CIA has identified a variety of projects which are described in detail under MCL 125.2891(2)(c). Of the projects identified by this Development Plan, the proposed commercial façade improvement program has the most potential to affect meaningful alteration of existing improvements within the District. For details on this program, please reference the following section of the Development Plan.

The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion. (MCL 125.2891(2)(d)).

Proposed improvements will be effectuated through the planning and implementation of projects designed to accomplish the stated goals for the District. A narrative summary of each proposed project and the location, extent, character and estimated cost of project improvements is presented below.

Streetscape Plan

Design a streetscape plan for the corridors including concepts developed by Center for New Urbanism plan. Include “green” infrastructure, pedestrian lighting, art, non-motorized facilities, bus shelters, bike racks, banners, improved pedestrian crossings, wayfinding, traffic calming, parking improvements, storm water management, community signage, utility improvements, landscaping, and public gathering spaces, plazas, and parks. Beautification and on-going maintenance of the corridor Nine Mile.

Redesign: Implement streetscape design plan for Nine Mile Corridor Coolidge Corridor: Implement Coolidge Corridor Design Plan

Zoning

Amendments to zoning ordinance to re-zone corridor to include multi-use. Reduce lot line and setback requirements. Analyze and adjust parking requirements. Review all business related ordinances and make adjustments as necessary.

Economic Development

Façade Grant & Sign Grant Program: Matching grant program to facilitate the rehabilitation and redevelopment of aging storefronts. Assist business owners with startup costs by creating sign grant incentive.

One Stop Ready Program: Marketing and continuous improvement training of staff to offer the best available services focusing on the three principles of: “*Reliable, Responsible, Resourceful.*”

Business Roundtable: Continue offering educational and networking events to educate and encourage business to business transactions within the Oak Park/Oakland County communities.

Facilitate Loan Programs: Work with and promote local lenders, SBA, and Oakland County business loan programs available to businesses owners. Educate business owners of other non-conventional funding sources (crowd-funding, etc.).

Create Business Incubator: Focus on emerging sector markets identified by Oakland County to encourage business growth in these sectors. Work with local schools on programs to encourage these career paths.

Market Study: Continuously analyze the market to determine areas of focus for economic development activities and recruiting efforts.

Site Selection: Promote available properties within Oak Park and assist business owners with selecting the right property for the business model. Explore subscription to CoStar.

Business retention/recruitment: Keep database (Salesforce) of current businesses and business leads in Oak Park. Visit with current businesses and determine their current and future needs and match them with the available resources. Promote the city of Oak Park in marketing materials and attend trade shows, conference, etc. to promote the city.

Catalyst Projects: Create an incentive program to offer to new businesses that will become a catalyst for other businesses to locate in Oak Park. Coordinate building improvements, new builds with Fire Marshall and Building department and ensure One Stop Ready customer service. Purchase of properties for redevelopment and market properties to developers.

Public Relations and Marketing

Branding: Create a brand for the corridor to highlight its potential development and change the common perceptions of today.

Marketing Plan: Develop a marketing plan that will help promote the brand and encourage investment into the corridor.

Special events: Create special events to help promote current businesses and attract new business development to the corridor by showcasing the brand.

Co/Operative advertising with business owners: To reduce costs and promote our brand, develop an advertising strategy to work with business owners and cooperatively advertise the corridor.

C and G: Work with C and G Newspapers to encourage distribution into the community.

Administration and Professional Services

Administration of the CIA will be needed. Additional staff may be needed over time as well. Professional services will need to be utilized on an as-needed basis and can include items, but limited to the following: legal, consulting, planning, engineering, marketing, and more.

Table 1: Project Summary Table

Activity	Cost Estimate	Implementation and Priority
STREETSCAPE PLAN Design a streetscape plan for the corridors including concepts developed by Center for New Urbanism plan. Include "green" infrastructure, pedestrian lighting, art, non-motorized facilities, bus shelters, bike racks, banners, improved pedestrian crossings, wayfinding, traffic calming, parking improvements, stormwater management, community signage, utility improvements, landscaping, and public gathering spaces, plazas, and parks.	\$50,000-\$100,000	High Priority 1-5 years
Beautification and on-going maintenance of the corridor	\$600,000-\$800,000	High
Nine Mile Redesign: Implement streetscape design plan for Nine Mile Corridor	\$3,000,000-\$5,000,000	High
Coolidge Corridor: Implement Coolidge Corridor Design Plan	\$1,000,000-\$2,000,000	High
STREETSCAPE PLAN TOTAL	\$4,650,000-\$7,900,000	
ZONING		
Amendments to zoning ordinance to re-zone corridor to include multi-use,	\$1,000	High
Reduce lot line and setback requirements	\$1,000	High
Analyze and adjust parking requirements	\$1,000- \$2,000	High
Review all business related ordinances and make adjustments as necessary	\$3,000-\$5,000	High
ZONING TOTAL	\$6,000-\$9,000	

Activity	Cost Estimate	Implementation and Priority
ECONOMIC DEVELOPMENT		
Façade grant & Sign Grant Program: matching grant program to facilitate the rehabilitation and redevelopment of aging storefronts. Assist business owners with startup costs by creating sign grant incentive.	\$500,000-\$750,000	Medium Priority – 5-10 years
One Stop Ready Program: marketing and continuous improvement and training of staff to offer the best available services focusing on the three principles of: Reliable, Responsible, Resourceful	\$10,000-\$30,000	High Priority
Business Roundtable: continue offering educational and networking events to educate and encourage business to business transactions within the Oak Park/Oakland County communities	\$15,000-\$30,000	High Priority 1-5 years
Facilitate Loan Programs: Work with and promote local lenders, SBA, and Oakland County business loan programs available to businesses owners. Educate business owners of other non-conventional funding sources (crowd-funding, etc)	No cost	High Priority
Create Business Incubator: Focus on emerging sector markets identified by Oakland County to encourage business growth in these sectors. Work with local schools on programs to encourage these career paths.	\$250,000 - \$500,000	Low Priority 10-15 years
Market Study: Continuously analyze the market to determine areas of focus for economic development activities and recruiting efforts.	\$15,000-\$35,000	High Priority
Site Selection: Promote available properties within Oak Park and assist business owners with selecting the right property for the business model. CoStar membership	\$10,000-\$20,000	High Priority
Business retention/recruitment: Keep database (Salesforce) of current businesses and business leads in oak Park. Visit with current businesses and determine their current and future needs and match them with the available resources. Promote the city of Oak Park in marketing materials and attend trade shows, conference, etc. to promote the city.	\$200,000-\$300,000	Medium Priority
Catalyst Projects: Create an incentive program to offer to new businesses that will become a catalyst for other businesses to locate in Oak Park.	\$100,000-\$500,000	Medium Priority
Coordinate building improvements, new builds with Fire Marshall and Building department and ensure One Stop Ready customer service	No cost	High Priority
Purchase of properties for redevelopment and market properties to developers	\$1,000,000-\$3,000,000	Low Priority
TOTAL ECONOMIC DEVELOPMENT COSTS	\$2,100,000-\$5,165,000	

Activity	Cost Estimate	Implementation and Priority
PUBLIC RELATIONS/MARKETING		
Branding: Create a brand for the corridor to highlight its potential development and change the common perceptions of today	\$10,000-\$30,000	Medium Priority
Marketing Plan: Develop a marketing plan that will help promote the brand and encourage investment into the corridor	\$30,000-\$50,000	Medium Priority
Special events: Create special events to help promote current businesses and attract new business development to the corridor by showcasing the brand	\$50,000-\$100,000	Medium Priority
Co/Operative advertising with business owners: To reduce costs and promote our brand, develop an advertising strategy to work with business owners and cooperatively advertise the corridor	\$40,000-\$60,000	High Priority
C and G: Work with C and G Newspapers to encourage distribution into the community	No cost	High Priority
PUBLIC RELATIONS/MARKETING TOTAL	\$130,000 - \$240,000	
ADMINISTRATION AND PROFESSIONAL SERVICES		
Administration of the CIA will be needed. Additional staff may be needed over time as well. Professional services will need to be utilized on an as-needed basis and can include items, but limited to the following: legal, consulting, planning, engineering, marketing, and more.	\$400,000-\$1,000,000	Medium Priority
ADMINISTRATION AND PROFESSIONAL SERVICES TOTAL	\$400,000-\$1,000,000	
TOTAL CIA PLAN COSTS	\$7,286,000 - \$14,314,000	

A statement of the construction or stages of construction planned, and the estimated time of completion of each stage. (MCL 125.2891(2)(e)).

A statement of construction stages planned for implementation of the District projects is presented in the preceding section of the Development Plan

The estimated costs and time of completion were done without detailed engineering design or knowledge of field conditions which may affect project costs. Therefore timeframes and project estimates are subject to change. The amount of TIF funding, grants received, financing, and bonds; will also affect timelines and cost estimates.

Development through Public-Private Cooperation:

In addition to a number of public improvements proposed to be financed with public funds under the discretion of the Corridor Improvement Authority, the overall development plan includes as a goal the accomplishment of certain private development through private investment in cooperation with the CIA and the City. These improvements include but are not limited to the following:

- Restoration and revitalization of development area storefronts to provide an appearance that is aesthetically pleasing and complementary to the existing business. This includes establishing a design improvement program which may include the implementation and allocation of public funds to be utilized through a matching grant program administered by the CIA for façade related improvements. The proposed improvement program would manage visual change constructively, building on existing physical assets and encouraging innovation that supports them. This may include imitating or restoring historical architecture or making necessary changes that are compatible with the commercial area's established characteristics, especially building height, setback from the road, use of materials and the rhythm of door and window openings. Suggestions for building appearance will be provided by the CIA as requested.
- Redevelopment and expansion of privately owned commercial and industrial sites in cooperation with the present or future owners. The CIA will offer a number of assistance programs available to assist in the accomplishment of these projects including but not limited to the following: The Oak Park Façade Grant Program, The Oak Park Sign Grant Program, Promotional Activity, Brownfield Redevelopment, assistance in finding property buyers, developers and tenants, and tax incentives through the City of Oak Park.

- The Corridor Improvement Authority will undergo a road diet and Streetscape Enhancement Project within the development area, which will include necessary infrastructure improvements along Nine Mile Road from Ferndale to Southfield (see Appendix for Schematic Plan). The estimated time for completion is 2 years from project start, which is anticipated for spring of 2017. The proposed project is estimated to cost between \$3,000,000-\$5,000,000. The project will be funded through TIF funds, TAP Grant Funding, Storm Runoff Funding, DEQ Grant Funding and possible Federal Funding. This is the first priority of the Corridor Improvement Authority. The project is expected to be completed by 2019.
- The Corridor Improvement Authority will identify and provide for the creation of recreational areas within the development district. This may include but is not limited to the creation of pocket parks within the downtown district area as well as bike paths and linear parks. Improvements may include but are not limited to: landscaping, seating, decorative fencing, play structure, bike racks, bike lanes, and lighting. The proposed project will cost between \$500,000 - \$1,000,000. Many of the improvements will be part of the Nine Mile Road Street Diet and will be funded by TIF funds, TAP Grant Funding, DEQ Grant Funding and possible Federal Funding. The project is slated for completion by 2023.
- The Corridor Improvement Authority will provide the redevelopment and upgrade of public parking facilities within the district including but not limited to parking areas along the Coolidge and Nine Mile Corridors. The project will include the creation of pedestrian refuges to create a more walkable community and to tie streets and parking lots together as well as the landscaping and beautification of the lots. The estimated cost of the project is \$1,000,000 - \$2,000,000. These costs are included in the estimates for the Coolidge and Nine Mile Road Redesign estimates. The project is slated for completion by 2035.
- The Corridor Improvement Authority will acquire undeveloped and inappropriately developed and blighted property within the development district. Upon acquisition the Authority will redevelop the property to be resold or utilized as a commercial incubator structure. The commercial incubator will serve an incubator for the emerging sector markets including: advanced electronics and controls, advanced materials and chemicals, aerospace, automotive, alternative energy and power generation, communications and information technology, film and digital media, robotics and automation, defense and homeland security, and Oakland County Medical Main Street. No property will be acquired without the expressed approval of the Oak Park City Council. The project is estimated to cost \$1,000,000-\$3,000,000. The project is slated for completion by 2036.

A description of any parts of the development area to be left as open space and the use contemplated for the space. (MCL 125.2891(2)(f)).

Public open space will play a large role in the redevelopment of these corridors. The Corridor Improvement Authority proposes the creation of pocket and linear parks along the Nine Mile and Coolidge Corridors. Inclusion of park amenities, bike lanes, and pop up recreation activities in these parks. The CIA will consult with the Parks & Recreation board to determine timelines and ideas. TIF and grant funding will determine timelines and costs. Project costs are estimated at \$250,000 - \$500,000.

A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms. (MCL 125.2891(2)(g)).

The Corridor Improvement Authority may consider purchasing, selling or donating any property to or from the City of Oak Park during the duration of this development plan.

A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities. (MCL 125.2891(2)(h)).

The City exercises zoning authority pursuant to Michigan Zoning Enabling Act, Public Act 110 of 2006, and the City's Zoning Ordinance and Map establish and define those zoning districts where specified uses may occur.

Zoning consists of dividing the community into districts or zones and regulating within such districts land use, and heights and area of buildings for the purpose of conserving and promoting the health, safety, and general welfare of the people of the community. Zoning also controls numerous aspects of development within each district, such as intensity and bulk of development, and requirements for parking, landscaping and signage. The zoning ordinance and its administration are the legislative and administrative acts or processes for carrying out the goals and objectives of the Master Land Use Plan. The CIA streetscape and landscape plan will be added to the overall City Master Streetscape Plan to ensure uniformity within the District.

The changes desired in regards to zoning, streets, street levels, intersections and utilities include the following:

- As a result of the proposed infrastructure and pedestrian enhancement project, the Corridor Improvement Authority will reduce the number of lanes on the Nine Mile Corridor.
- The Corridor Improvement Authority is proposing the inclusion of multi-use zoning in the Corridor Improvement Authority District. Other necessary improvements will occur as is required at the discretion of the Oak Park Planning Commission and City Council.

A major component of the City's recent update of the Master Land Use Plan was redevelopment. In order to promote continued development and redevelopment of properties for mixed uses (residential, office, and commercial), City Council adopted a Planned Unit Development (PUD) option to the Zoning Ordinance.

A Planned Unit Development is one tool that allows greater flexibility than could otherwise be achieved by traditional zoning. A developer wishing to develop under the PUD option proposes an overall conceptual plan for the entire parcel, which can include mixed uses consistent with standards set forth in the PUD ordinance. The PUD option permits the developer and the City to have greater regulatory flexibility in the development of a complete and coordinated planned project rather than proceeding on a piecemeal basis which would possibly require one or more zoning changes or variances.

It is anticipated that the PUD option may be utilized in the development or redevelopment of parcels within the District. A primary motivating factor in this assessment is the maturity of the existing commercial and office uses within the District. It is not the intent of the CIA to recommend the initiation of any rezoning.

The proposed changes in streets, street levels, intersections, traffic flow modifications, or utilities are detailed in the preceding sections of this Development Plan. (MCL 125.2891(2)(d)).

An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing. (MCL 125.2891(2)(i)).

The total cost for the implementation of the projects as outlined in Table 1 above is approximately \$14,314,000.

The implementation of the projects within the District shall be financed through one or more of the following sources of funding:

- Tax Incremental Financing (TIF)
- Private cooperation throughout the District
- Funding received through grant programs
- Municipal participation
- Bonding for improvements

Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority. (MCL 125.2891(2)(j)).

Not Applicable.

The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons. (MCL 125.2891(2)(k)).

All properties held by the Corridor Improvement Authority will be leased, sold or conveyed at a value determined by the Corridor Improvement Authority Board and the Oak Park City Council. The Corridor Improvement Authority will adhere to appropriate bidding procedures as is applicable by Oak Park City Charter. Any properties purchased will focus on foreclosed, vacant, or severely blighted.

Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCL 125.2891(2)(I)).

Based upon the information collected by the Oak Park Corridor Improvement Authority, the approximate number of residents is 1,240 in the development district. This total includes the following:

- Residents in owner-occupied residential units
- Residents in tenant occupied residential units

There will be no displacement of the residents living within the development district. No occupied residential properties are currently designated for acquisition or clearance by the Authority. Acquisition of these properties will be reviewed on a case by case basis and only vacant, foreclosed, marketed, or listed properties will be considered.

A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area. (MCL 125.2891(2)(m)).

Not Applicable.

Provisions for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894. (MCL 125.2891(2)(n)).

Not Applicable.

A plan for compliance with 1972 PA 227, MCL 213.321 to 231.332. (MCL 125.2891(2)(o)).

Not Applicable.

The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection. (MCL 125.2891(2)(p)).

Any amendments to the Development and/or TIF Plan will require approval by the Authority and City Council. The Authority will follow the guidelines established in Act 280 including public notification and hearing.

A schedule to periodically evaluate the effectiveness of the development plan. (MCL 125.2891(2)(q)).

An annual review of the Plans will be conducted by the Authority. The Development and TIF Plans will be reviewed and updated every five years and at request approval of any revisions, and at such intervals require approval of any provisions. Any amendments will comply with Act 280, section 22.

Other material that the authority, local public agency, or governing body considers pertinent. (MCL 125.2891(2)(r)).

Not applicable.

4.0 Tax Increment Financing Plan

The projects detailed within the Development Plan are designed to stimulate private sector investment within the District to achieve a true revitalization of a critical commercial corridor within the City. Proposed project expenditures are intended to directly stimulate potential commercial development and mixed use development construction projects. A number of potential funding sources are available to the CIA. The following narrative describes how programming expenditures will be funded.

It is the intention of this Plan to capture the incremental tax revenues generated within the District, and utilized ancillary funding sources such as grant programs, private cooperation, municipal participation, or other funding sources to which the CIA may be eligible for under Section 14 of PA 280 (MCL 125.2884).

Detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, and a statement of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions. (MCL 125.2888).

Tax increment financing (TIF) is a governmental financing mechanism which contributes to economic growth and development by dedicating a portion of the tax base resulting from economic growth and development to certain public facilities and structures or improvements of the type designed and dedicated to public use and thereby facilitates certain projects which create economic growth and development.

The CIA adopts by reference and incorporates the contents of the Development Plan contained herein to be adopted simultaneously with the TIF Plan.

Recognizing the declining value of the tax base in the Oak Park Corridor Improvement Authority District, the CIA proposes that all of the taxes levied by taxing units on the captured assessed value of real property within the District be used by the authority to the extent needed from year to year to accomplish the above-stated purpose.

The tax increment financing plan projects a significant long-range benefit for the taxing units involved in the tax base of the Oak Park Corridor Improvement Authority, in exchange for short-range deferral of some tax revenues which would be re-invested in the District to stimulate private investment and business expansion resulting in a healthier commercial tax base.

The taxing units would technically forgo the taxes realized from the future growth in the Corridor Improvement Authority District's tax base, to the extent needed to pay off any bonds issued or loan payoffs for the Corridor Improvement Authorities projects described earlier in the Development Plan. However, the Corridor Improvement Authority feels very strongly that in reality the taxing units will not realize these tax increases, and they may continue to lose tax base in the Corridor Improvement Authority District if the development plan is not undertaken.

The base tax year is being established as of December 31, 2015. In each subsequent year the city treasurer is required to pay the Authority the Tax Increment revenues as collected, and to pay other taxing jurisdictions based upon any agreements made between the City of Oak Park and the other taxing jurisdictions.

The Corridor Improvement Authority Act 280 authorizes several potential sources of funds for the Corridor Improvement Authority may finance its development activities utilizing one or more of these funding options:

- (a) Donations to the authority for the performance of its functions.
- (b) Money borrowed and to be repaid as authorized by sections 16 and 17 of Act 280.
- (c) Revenues from any property, building, or facility owned, leased, licensed, or operated by the authority or under its control, subject to the limitations imposed upon the authority by trusts or other agreements.

(d) Proceeds of a tax increment financing plan established under sections 18 to 20 of Act 280.

(e) Proceeds from a special assessment district created as provided by law.

(f) Money obtained from other sources approved by the governing body of the municipality or otherwise authorized by law for use by the authority or the municipality to finance a development program.

The following comments on the sources of funds will put into perspective the need for considering the tax increment financing plan.

- *Donations:* These funds could be from either individuals or corporations including philanthropic foundations. However, no sources of donations are known to be available to the CIA, particularly in terms of the estimated costs outlined in the development plan.
- *Bond Proceeds:* Although these are provided in the statute as a “source of financing,” they are only a vehicle for borrowing, not an actual source of capital. Whether revenue bonds or tax increment bond are used, their sale requires the availability of another source of funds to repay them as they mature.

A bond sale may be used for the financing of elements within the development plan. Use of bonding will be determined by the needs of a proposed development inside the boundaries of the development area.

The Corridor Improvement Authority shall not sell any bonds pursuant to this plan without the approval of the Oak Park City Council prior to the issuance of any such bonds.

- *Revenue from Properties:* The Oak Park Corridor Improvement Authority does not currently own any property within the development district. All income from properties acquired during implementation of the development plan will be applied to costs of that implementation. Excess funds will be used to assist in the financing of other elements within this plan.
- *Other Sources:* These might include general revenues of the city of Oak Park approved by the City Council for use by the CIA. The City of Oak Park will continue to actively pursue any and all state and federal grant opportunities that may assist in the financing of the development plan.

1. 100% of the tax increment dollars that accrue each year will be used to finance the development plan and to generate projects on a “pay as you go” basis and pay back any debt from the issuance of bonds or loans.

Tax Increment Procedure

The tax increment financing procedure is contained with the Corridor Improvement Authority statute. The procedure may be proposed by a Corridor Improvement Authority as a method of financing a Corridor Improvement development plan. It then may be adopted by the city council, following consultation with the taxing units involved and a public hearing as required by statute. The essence of the tax increment procedure is as follows:

- The public makes an investment in public improvements, and also potentially in facilities to be leased or sold to private owners, for the purpose of stimulating private investment in a specific corridor (the Corridor Improvement Authority Development District). The investment may be made in response to a declining business climate and commercial tax base, or in response to a stable business climate and tax base which the public wishes to protect and develop.
- A bond issue may be sold to finance the improvements.
- "Initial value" means the taxable value, of all the property within the boundaries of the district area at the time the ordinance establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality at the time the ordinance is adopted. "Captured value," means the amount in any one year by which the current taxable value of the district, exceeds the initial value. Property for which a commercial facilities exemption certificate an industrial facilities exemption certificate, or a commercial housing facilities exemption certificate, is in effect shall not be considered to be property that is exempt from taxation and they will be included in the overall initial value of the district. Tax dollars accrued from any incremental increase in taxable value, as a result of new development or annual inflationary increases, above the initial value (base year total) will then be captured and used by the CIA for projects in the district.
- Taxes generated from the subsequent growth in the tax base of the Corridor Improvement Authority Development District are then used to retire the bonded debt. This tax base growth is called the “captured Taxable Value”(CTV). Specifically, it is the difference between the State Equalized Value (SEV) of the Corridor Improvement Authority Development District at any point in time, and the SEV of the District in existence at the time of the adoption of corridor improvement authority development plan. Increases in assessed values within a development area which result in the generation of tax increment revenues, can result from any of the following: construction of new developments occurring after the date establishing the “initial assessed value”.
- Construction through rehabilitation, remodeling, alterations, or additions occurring after the date establishing the “initial assessed value.”

- Increases in property values which occur for any other reasons, including inflationary growth.
- The taxes which are potentially available for retiring the bonded debt of the Corridor Improvement Authority Development Plan include all the taxes normally levied by all the taxing units on the captured assessed value of the Corridor Improvement Authority Development District.
- The Corridor Improvement Authority may enter into agreements with each of the taxing units to share a portion of the captured taxable value of the District. Any taxes generated by the captured taxable value, beyond the amount needed to meet the cost of the specific development project, are returned proportionately to the taxing units (a requirement of the statute).
- When the specific development/financing plan is accomplished, the captured assessed value is released and the taxing units receive all the taxes levied on it from that point on.
- Since only the growth in tax base (the captured assessed value) in the Corridor Improvement Authority Development District is used to finance the development plan, the taxing units continue to receive their full tax levy on the District tax base in existence at the adoption of the development plan. In addition, any taxes generated by the captured assessed value beyond the amount required by the development plan are returned each year to the taxing units.

The justification of the tax increment financing procedure is based on the expectation that all or a portion of the “captured assessed value” which is created, following implementation of a Corridor Improvement Authority development plan, would not have occurred without the stimulation of the public investment involved in the plan implementation; and therefore, the short-term investment made by the taxing units in the foregoing part of the initial growth in tax revenues is repaid by the long-term benefit of substantially greater taxes realized from a significantly stronger commercial and industrial tax base.

2. Incorporation of the Development Plan

The Development Plan will outline the projects that the TIF will be applied toward. The Development Plan will be incorporated and made a part of the Tax Increment Financing Plan.

3. Maximum Amount of Bond Indebtedness

The CIA, in any one year, will not pledge for annual debt service requirements in excess of 80% of the estimated tax increment revenue to be received from the development area for that given year. The total aggregate amount of borrowing shall not exceed an amount which is 80% of the estimated tax increment revenue that will service the annual principal and interest requirements. The total amount of bonded indebtedness will not exceed \$13,314,000. It is expected that there will be one or more bond issues to finance all or part of the proposed Development Plan. If not all funds are received from the bond issue, some of the project may be financed from annual revenues on a “pay as you go” basis.

4. Duration of the Tax Increment Financing Plan

Initial Assessed Value: The initial assessed value, (the base year Taxable Value from which the “captured assessed value” is calculated), is the 2014 State Equalization Valuation (for property assessed as of December 31, 2015) of the Oak Park Corridor Improvement Authority District, as finally determined by the State Tax Commission.

The duration of the Tax Increment Financing Plan shall be 20 years commencing December 31, 2015. The duration of the overall plan is for a duration of 20 years, ending in 2035. The city will NOT ask for a renewal of this Tax Increment Financing Authority upon its expiration date.

5. Estimated impact of the Tax Increment Financing Plan on the assessed values of all taxing jurisdictions in which the development area is located

As indicated in the tax increment revenue projections included in Table 2, it was anticipated that assessed values in the Development Area would increase from its current level with moderate increases expected at a rate of 1.025%. In the long term, improvements proposed for the Development Area will provide stability and growth in the Corridor Improvement Authority District and the City as a whole. This will greatly benefit all taxing jurisdictions. This benefit will result from increases in property valuations surrounding the Development Area; increases in property valuations in the Development Area at the time the tax increment financing plan is completed; and increases in property valuations throughout the entire community, which, to a significant degree, are dependent upon the well-being of the Corridor Improvement Authority District for stability and growth.

The estimates of tax increment revenue are based upon the following:

- An initial assessed valuation of \$ 31,451,540. In accordance with the requirements of Act 280, this is the assessed value established on December 31, 2015.
- A projected State Equalizing Value (S.E.V.), upon completion, of \$ \$50,784,319.
- A projected development plan period extending over twenty (20) years commencing December 31, 2015 and ending in December 31, of 2035.
- An annual appreciation in value is 1.025%.

The actual tax increment revenues available to the CIA will undoubtedly vary from the estimates herein provided.

6. The use of captured taxable value

The purpose of this tax increment financing plan is to produce revenues sufficient to pay for projects outlined in the development plan. Any unused funds will revert proportionately back to the taxing jurisdictions. Estimates of tax increment revenues can be found in Table 2. All revenue projections are estimates only. If any changes to the projections occur, the Authority will reevaluate, reprioritize and/or reallocate revenues based upon that actual captured value. These changes will prioritize based upon those projects that will have the most positive impact on the Corridor Improvement Authority District.

Table 3 presents the captured assessed values and tax increment revenue estimated to be available to the CIA over a 20-year period commencing with the date of the plan adoption. The CIA intends to apply the maximum tax rate available, including any debt service levies, to the captured assessed value in order to generate maximum tax increment revenues. The generation of such revenues will allow the CIA to finance any public improvements it undertakes over the shortest duration possible, thereby generating surplus revenues at the earliest possible date.

Tax increment revenues derived from the Development Area will be utilized to finance all or a portion of the public improvements within the development district as proposed in the plan. The manner in which tax increment revenues will be utilized to finance these public improvements is herein set forth.

- **General Obligation Bonds**

Tax increment revenues may be pledged as debt service on one or more series of general obligation bonds issued by the City of Oak Park pursuant to Section 125.2890 of Public Act 280.

- **Tax Increment Bonds**

Tax increment revenues may be pledged as debt service on one of more series of tax increment bonds issued by the CIA pursuant to Section 125.2890 of Public Act 280.

- **Debt Service Reserve**

For each series of bonds issued, a debt service reserve account may be established pursuant to the requirements of applicable statutes.

- **Pay-As-You-Go**

To the extent not financed from the proceeds of a bond issue, and as deemed necessary by the CIA, tax increment revenues may be used to finance all or part of any public improvement the CIA may undertake on a pay-as-you-go basis.

- **Reimbursement**

Tax increment revenues may be used by the CIA to reimburse the City of Oak Park for any funds advanced to the CIA for use in financing those public improvements, or any portion thereof, indicated in the Development Plan. To the extent the City of Oak Park may be called upon to meet any debt service insufficiencies, as a result of a full or limited faith and credit pledge behind a bond issue, tax increment revenues will be used to reimburse the City of Oak Park in the amount of any such advance it has made.

- **Administrative and Operating Costs**

Tax increment revenues may be used by the CIA to pay administrative and operating costs such as, but not limited to, the employment and compensation of a director, treasurer, secretary, legal counsel and other personnel considered necessary to the CIA; the reimbursement to CIA members of actual and necessary expenses; the administrative costs related to the acquisition and disposal of real property, demolition of structures, site preparation, and relocation of businesses; costs assessed to the CIA by the City of Oak Park for handling and auditing the CIA's funds; and other costs incurred by the CIA in connection with performance of its authorized functions, including, but not limited to, architects, engineers, legal, appraisal, testing and accounting fees.

- **Surplus Funds**

Funds not required for any of the preceding purposes will be considered surplus and shall be distributed proportionately to all taxing jurisdictions.

- **Land Contract Financing**

- **Installment Contract Financing**

7. Captured taxable value growth in property value resulting from inflation

The Authority plans to capture the increment on the taxable value growth even if the growth results from inflation.

8. Tax Increment Financing Plan notification to taxing jurisdictions

All taxing jurisdictions will be notified according to PA 280. Should any taxing jurisdiction request to meet prior to the public hearing the Authority will accommodate their request.

9. Reimbursement of excess tax capture to taxing jurisdictions

It is the intent of the CIA to use all of the captured assessed value generated from within the Corridor Improvement Authority District, including inflationary growth, so long as the capture of that assessed value is necessary to the financing of any public improvements provided for in the Development Plan and undertaken by the CIA. Any revenues not so required in any year will be considered surplus and will be distributed proportionately to all taxing jurisdictions.

10. Tax Increment Financing reporting

On an annual basis the Authority will submit a report to the following governmental agencies: City of Oak Park, City Council, Oakland County Treasurer, Oakland County Economic Development and Community Affairs Department, Oakland County Equalization Department, and the State Tax Commission.

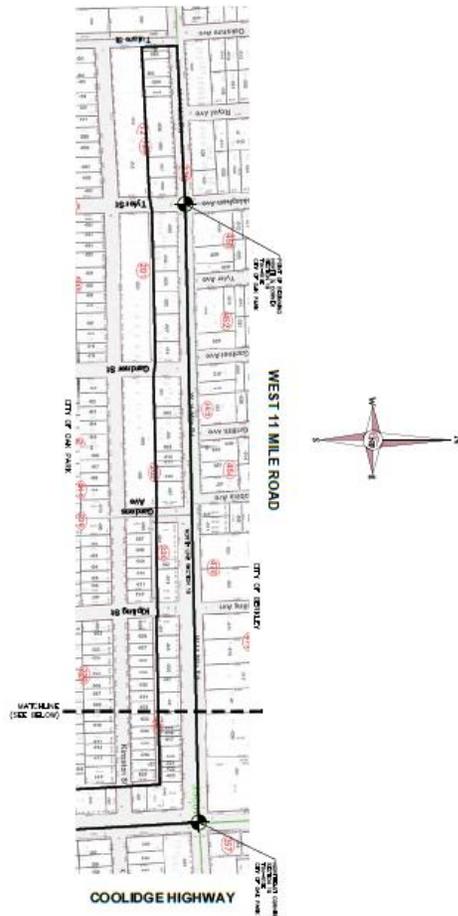
The report shall include all of the following:

- The amount of taxes captured by the Authority.
- The amount spent on each project in the TIF Plan.
- The amount of private sector investment received.
- The number of buildings rehabilitated the square footage per building rehabilitated and the amount spent per building.
- The amount of new construction including the dollar amount spent and the square footage added.
- The number of new businesses locating in the District.
- The amount of new jobs created, and
- The increase/decrease in the taxable value.
- Any financial information that the County is required to report in its financial statements or to the Michigan Department of Treasury.

11. Termination of the Tax Increment Financing Plan

The City of Oak Park City Council may abolish the Tax Increment Financing Plan in the manner provided by law, if it finds that the purposes of which it was created were accomplished. The Tax Increment Financing Plan cannot be abolished before all principal and interest has been paid on any outstanding bond issues or loans.

EXHIBIT A MAP





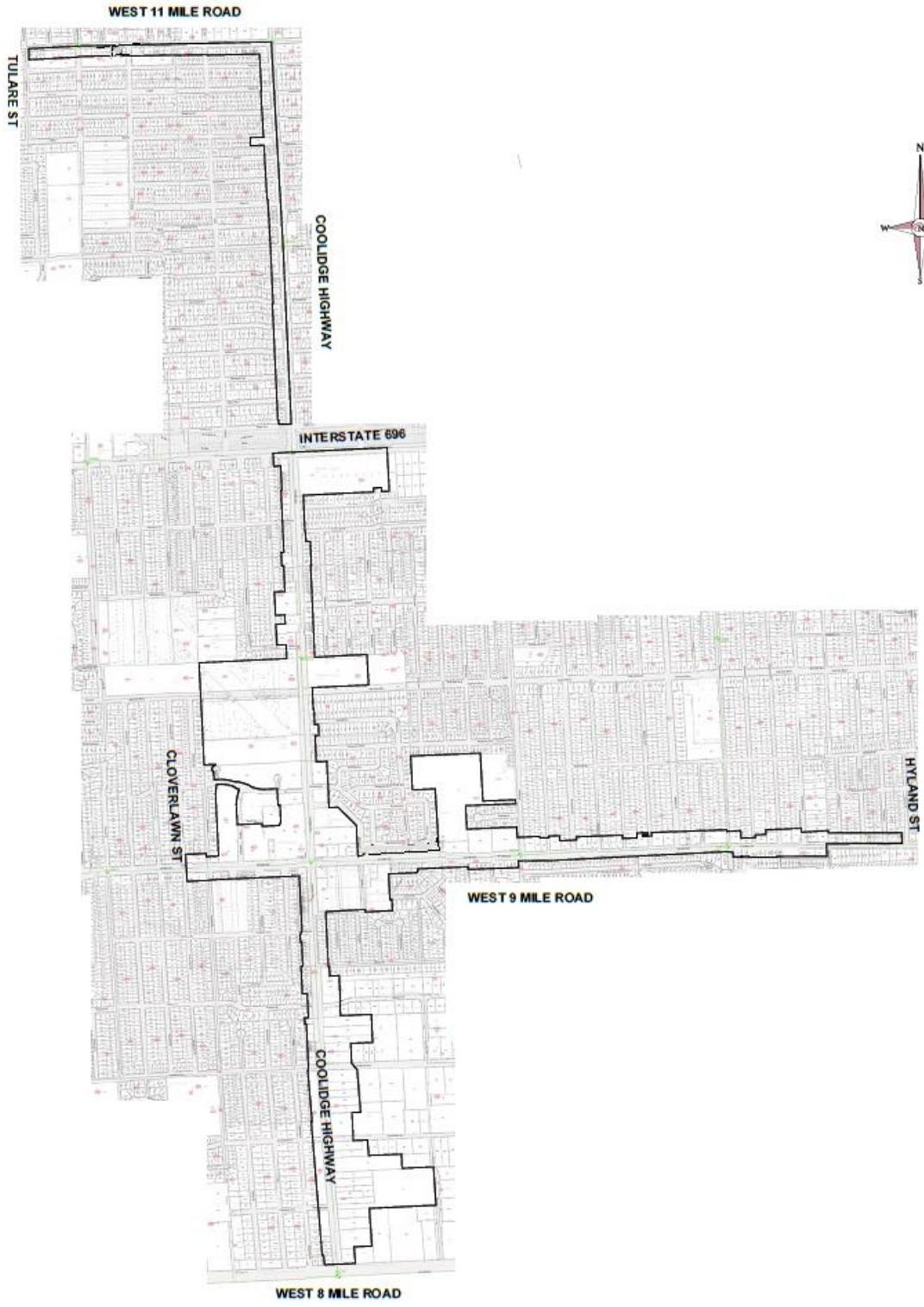


EXHIBIT B

Legal Description Corridor Improvement Authority City of Oak Park

Parcels of land located in the City of Oak Park, Oakland County, Michigan and being more particularly described as;

BEGINNING at the North 1/4 Corner of Section 19, T1N-R11E, City of Oak Park, Michigan; thence approximately 2,483 feet easterly along the North line of Section 19 and centerline of West Eleven Mile Road (width varies) to the Northeast Corner of said Section 19 and intersection of said West Eleven Mile Road and Coolidge Highway (width varies); thence approximately 2,637 feet southerly along the East line of said Section 19 and centerline of said Coolidge Highway to the East 1/4 Corner of said Section 19 and intersection of said Coolidge Highway and Lincoln Street (width varies); thence continuing southerly along said East line of said Section 19 approximately 2,276 feet to the intersection of said Coolidge Highway and the north right-of-way line of Interstate 696 (MDOT Jurisdiction); thence westerly along said north right-of-way line approximately 160 feet to the southeast corner of Lot 848 and east line of 20 foot wide alley of "Kenwood Park Subdivision No.3" of the East 1/2 of the Southeast 1/4 of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 30, Oakland County Records; thence northerly 55 feet along said east line of alley to a point 10 feet south of the northwest corner of Lot 846 of said "Kenwood Park Subdivision No.3"; thence westerly 10 feet to a point on the centerline of said alley; thence northerly approximately 1,495 feet to the intersection of 20 foot wide alley centerline and the south right-of-way line of Sherwood Avenue (60 feet wide); thence easterly 10 feet along said south right-of-way line to the northwest corner of Lot 784 of said "Kenwood Park Subdivision No.3"; thence northerly approximately 1,275 feet to a point on the south right-of-way line of Elgin Street (80 feet wide) and the northeast corner of Lot 121 of "Courtness Park Subdivision" of the Southeast 1/4 of the Northeast 1/4 of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 17, Oakland County Records; thence northerly 80 feet to the north right-of-way line of said Elgin Street (80 feet wide) and centerline of vacated 20 foot wide alley; thence northerly along centerline of said alley approximately 691 feet and westerly along said alley approximately 174 feet; thence northerly approximately 10 feet to the southwest corner of Lot 266 of "Northaven Subdivision" of the Northeast 1/4 of the Northeast 1/4 of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 26, Oakland County Records; thence northerly along the west line of said Lot 266 approximately 104 feet to the northwest corner of said Lot 266 and the south right-of-way line of Talbot Street (60 feet wide); thence easterly along said south right-of-way line approximately 170 feet to the centerline of a 20 foot wide vacated alley; thence northerly along centerline of said alley approximately 594 feet to the south right-of-way line of Labelle Street (60 feet wide); thence northerly approximately 60 feet to the north right-of-way line of said Labelle Street

and the southwest corner of Lot 28 of said "Northaven Subdivision"; thence northerly approximately 376 feet along the east line of a 20 foot wide alley to a point approximately 6 feet south of the south line of Lot 46 and north line of said 20 foot wide alley of said "Northaven Subdivision"; thence westerly approximately 670 feet to a point on the east right-of-way line of Kipling Street (60 feet wide) and approximately 6 feet south of Lot 79 of said "Northaven Subdivision"; thence westerly approximately 60 feet to the west right-of-way line of said Kipling Street (60 feet wide) and the southeast corner of Lot 80 of said "Northaven Subdivision"; thence westerly approximately 378 feet to the west right-of-way line of Gardens Avenue (60 feet wide) and centerline of a vacated 16 wide alley; thence westerly along centerline of said vacated alley approximately 498 feet to the east right-of-way line of Gardner Street (60 feet wide) and the southwest corner of Lot 61 of "The Manhattan Subdivision" of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 14 of Plats, Page 15, Oakland County Records; thence westerly approximately 60 feet to the west right-of-way line of said Gardner Street (60 feet wide) and the southeast corner of Lot 60 of said "The Manhattan Subdivision"; thence westerly along the south line of Lots 60-31 approximately 600 feet to the east right-of-way line of Tyler Street (60 feet wide) and the southwest corner of Lot 31 of said "The Manhattan Subdivision"; thence westerly approximately 60 feet to the west right-of-way line of said Tyler Street (60 feet wide) and centerline of a 16 foot wide alley; thence westerly along centerline of said alley approximately 600 feet to the east right-of-way line of Tulare Street (60 feet wide); thence northerly along said east right-of-way line approximately 108 feet to the northeast corner of Lot 1 of said "The Manhattan Subdivision" and south right-of-way line of said West Eleven Mile Road (66 feet wide); thence northerly 33 feet to a point on the North line of Section 19 and the centerline of West Eleven mile Road (66 feet wide); thence easterly along the said North line of Section 19 and centerline of West Eleven Mile Road approximately 630 feet to the POINT OF BEGINNING.

DESCRIPTION OF THE COOLIDGE CORRIDOR (SOUTH OF INTERSTATE 696)
CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

BEGINNING at the Northwest Corner of Section 29, T1N-R11E, City of Oak Park, Michigan; thence approximately 1,212 feet easterly along the North line of Section 29; thence southerly 60 feet to the south right-of-way line of West Ten Mile Road (120 feet wide) and the northeast corner of Lot 9 of "Coolidge-Ten Subdivision" of part of the North 1/2 of Northwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 58 of Plats, Page 40, Oakland County Records; thence southerly approximately 498 feet to a point on the south line of said "Coolidge-Ten Subdivision" and the southeast corner of said Lot 9; thence westerly 100 feet along the south line of said "Coolidge-Ten Subdivision" to the southeast corner of Lot 8 of said "Coolidge-Ten Subdivision"; thence the following three courses: 1) northerly 50 feet along the east line of said Lot 8; 2) westerly 100 feet to a point on the east line of Lot 7 of said "Coolidge-Ten Subdivision"; 3) southerly 50 feet to the south line of said "Coolidge-Ten Subdivision" and the southeast corner of said lot 7; thence westerly along south line of said "Coolidge-Ten Subdivision" approximately 902 feet to the northeast corner of Lot 1 of "Huntington Farms Subdivision" of part of the Northwest 1/4 of Section 29, T1N-R11E, City

of Oak Park, Oakland County, Michigan as recorded in Liber 62 of Plats, Page 5, Oakland County Records; thence southerly approximately 435 feet along the east line of Lots 1, 41 and 42 to the southeast corner of Lot 42 of said "Huntington Farms Subdivision" and the north right-of-way line of Dartmouth Avenue (60 feet wide); thence southerly approximately 60 feet to a point 3 feet east of the northeast corner of Lot 77 of said "Huntington Farms Subdivision" and the south right-of-way line of said Dartmouth Avenue (60 feet wide); thence southerly 100 feet and easterly 55 feet to the northeast corner of Lot 78 of said "Huntington Farms Subdivision"; thence southerly approximately 307 feet along the east line of Lots 78-83 to the southeast corner of Lot 83 of said "Huntington Farms Subdivision" and east line of a 20 foot wide alley within "Northfield Boulevard Subdivision" of part of the Southwest 1/4 of the Northwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 19, Oakland County Records; thence westerly 10 feet to the centerline of said alley; thence southerly along the centerline of said alley approximately 1,163 feet to the north line of "Vincent Park Subdivision" of part of Northeast 1/4 of Southwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 31 of Plats, Page 49, Oakland County Records; thence the following four courses within said "Vincent Park Subdivision": 1) easterly along the north line of said "Vincent Park Subdivision" approximately 676 feet; 2) southerly approximately 394 feet to the north right-of-way line of Oak Park Boulevard (80 feet wide); 3) westerly along said north right-of-way line approximately 730 feet; 4) southerly 80 feet to the south right-of-way line of said Oak Park Boulevard (80 feet wide) and northeast corner of Lot 1 of "Louis Home Builders Subdivision" of part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 23, Oakland County Records; thence southerly approximately 199 feet to the southeast corner of said Lot 1 and north line of "Burt Homes Manor Subdivision" being part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 60 of Plats, Page 43, Oakland County Records; thence easterly approximately 9 feet and southerly 199 feet to the south right-of-way line of Irvine Boulevard (60 feet wide); thence easterly along said south right-of-way line 50 feet to the northeast corner of Lot 86 of said "Burt Homes Manor Subdivision"; thence southerly 139 feet along the east line of said Lot 86 to the northeast corner of Lot 85 of said "Burt Homes Manor Subdivision"; thence westerly 50 feet along the north line of said Lot 85; thence southerly approximately 339 feet to a point on the north line of Outlot C of "McClain Subdivision" of part of the Southwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 69 of Plats, Page 22, Oakland County Records; thence easterly 137 feet to the northeast corner of said Outlot C; thence southerly along the east line of Outlot C and Outlot B approximately 599 feet to a point on the south right-of-way line of McClain Drive (60 feet wide); thence easterly along said south right-of-way line approximately 115 feet; thence southeasterly along said south right-of-way line approximately 334 feet; thence southerly along west right-of-way line of said McClain Drive (60 feet wide) approximately 397 feet to the north right-of-way line of West Nine Mile Road (width varies); thence easterly approximately 80 feet to the southwest corner of Lot 26 of said "McClain Subdivision"; thence easterly along the south line of Lots 26-37 approximately 954 feet to the southeast corner of Lot 37 and east line of said "McClain Subdivision"; thence northerly along said east line approximately 808 feet to the northeast corner of Lot 47 and north line of said "McClain Subdivision"; thence westerly along said north line approximately 293 feet to the northwest corner of Lot 49 and east line of said "McClain Subdivision"; thence northerly along said east line

approximately 440 feet to the southwest corner of Lot 50 and south line of "Helenton Park Subdivision" of part of Northeast 1/4 of Southwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 21, Oakland County Records; thence easterly along said south line approximately 890 feet to the southwest corner of Lot 32 of said "Helenton Park Subdivision"; thence southerly approximately 619 feet and easterly 400 feet to the west right-of-way line of Scotia Road (86 feet wide); thence southerly along said west right-of-way line approximately 50 feet to the northeast corner of Lot 24 and north line of "Saltz-Kay Scotia Subdivision" of part of the Southwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 81 of Plats, Page 15, Oakland County Records; thence westerly along said north line approximately 633 feet to the northwest corner of Lot 14 and west line of said "Saltz-Kay Scotia Subdivision" ; thence southerly along said west line 300 feet to the southwest corner of Lot 11 and south line of said "Saltz-Kay Scotia Subdivision"; thence easterly along said south line approximately 643 feet to the southeast corner of Lot 1 of said "Saltz-Kay Scotia Subdivision" and west right-of-way line of said Scotia Road (86 feet wide); thence southerly along said west right-of-way line approximately 133 feet and easterly 86 feet to the east right-of-way line of said Scotia Road (86 feet wide) and the northwest corner of Lot 579 of "Oak Park Subdivision" of West 1/2 of Southwest 1/4 and Northeast 1/4 of Southwest 1/4 of Section 28, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 11 of Plats, Pages 10 and 11, Oakland County Records; thence easterly approximately 201 feet to a point on the north line of Lot 563 of said "Oak Park Subdivision"; thence southerly 20 feet and easterly approximately 118 feet to the east right-of-way line of Geneva Avenue (50 feet wide); thence northerly along said east right-of-way line 20 feet to the northwest corner of Lot 562 of said "Oak Park Subdivision"; thence easterly 135 feet along the north line of said Lot 562; thence southerly along the east line of said Lot 562 approximately 64 feet and easterly approximately 215 feet to a point on the east right-of-way line of Rensselaer Street (80 feet wide) and west line of Lot 496 of said "Oak Park Subdivision"; thence northerly along said west line approximately 43 feet to a point 20 feet south of the northwest corner of said Lot 496; thence easterly approximately 616 feet to the west right-of-way line of Oneida Avenue (50 feet wide) and a point on the east line of Lot 472 of said "Oak Park Subdivision"; thence Southerly along said east line approximately 46 feet and easterly approximately 188 feet to a point on the east line of Lot 471 of said "Oak Park Subdivision"; thence northerly approximately 63 feet and easterly approximately 138 feet to the northeast corner of Lot 428 and west right-of-way line of Manistee Avenue (50 feet wide) of said "Oak Park Subdivision"; thence the following three courses within said Lot 428: 1) southerly 23 feet; 2) westerly 75 feet; 3) southerly 20 feet; thence easterly approximately 125 feet to the east right-of-way line of said Manistee Avenue (50 feet wide) and a point on the west line of Lot 427 of said "Oak Park Subdivision"; thence northerly along said west line approximately 43 feet to the northwest corner of said Lot 427; thence easterly approximately 962 feet to the northeast corner of Lot 254 and west right-of-way line of Rosewood Street (50 feet wide) of said "Oak Park Subdivision"; thence southerly along said west right-of-way line approximately 20 feet and easterly approximately 185 feet to the northeast corner of Lot 253 of said "Oak Park Subdivision"; thence southerly along the east line of said Lot 253 approximately 95 feet; thence easterly approximately 185 feet to the east right-of-way line of Norwood Street (50 feet wide) and a point on the west line of Lot 235 of said "Oak Park Subdivision"; thence northerly along said west line approximately 35 feet and easterly approximately 135 feet

to a point on the east line of said Lot 235; thence northerly along said east line approximately 60 feet to the northeast corner of said Lot 235; thence easterly along the north line of Lots 218, 217 and 200 of said "Oak Park Subdivision" approximately 457 feet to the northeast corner of said Lot 200 and the west right-of-way line of Roanoke Avenue (60 feet wide); thence southerly along said west right-of-way line approximately 54 feet and easterly approximately 340 feet to a point on the east line of Lot 199 and on the east line of said "Oak Park Subdivision" and on the west line of "Fern-Ridge Subdivision" of Southeast 1/4 of Southwest 1/4 of Section 28, T1N-R11E, Village of Ferndale and Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 30 of Plats, Page 8, Oakland County Records, said point approximately 24 feet south of the northeast corner of said lot 199; thence southerly along said west line approximately 32 feet to the northwest corner of Lot 1 and south line of 18 foot wide alley; thence easterly approximately 940 along said alley south line and north line of Lots 1-3, 48-53, 98-103 and 149-153 of said "Fern-Ridge Subdivision" to the northeast corner of said Lot 153; thence southerly along east line of said Lot 153 approximately 142 feet to the south line of said "Fern-Ridge Subdivision" and a point on the South line of Section 28 within West Nine Mile Road (80 feet wide); thence westerly along said South line approximately 980 feet and southerly approximately 160 feet to the southeast corner of Lot 1 of "Ferndale-Wyoming Subdivision" of part of the Northwest 1/4 of Section 28, T1N-R11E, Royal Oak Township, now the City of Oak park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 17, Oakland County Records; thence westerly along the south line of Lots 1-29 of said "Ferndale-Wyoming Subdivision" approximately 587 feet to the southwest corner of said Lot 29 and east right-of-way line of Meadowlark Street (60 feet wide); thence westerly approximately 60 feet to the west right-of-way line of said Meadowlark Street (60 feet wide) and centerline of a 20 foot wide alley; thence westerly along said alley centerline approximately 353 feet and northerly 10 feet to the southeast corner of Lot 47 of said "Ferndale-Wyoming Subdivision"; thence westerly along the south line of Lots 47-50 and 55 approximately 204 feet to the east right-of-way line of Rosewood Street (67 feet wide) and the southwest corner of said Lot 55 of said "Ferndale-Wyoming Subdivision"; thence northerly along said east right-of-way line approximately 60 feet and westerly approximately 67 feet to the northeast corner of Lot 1 of "Ridgewood Estates" a subdivision of part of the North 1/2 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 61 of Plats, Pages 18-18C, Oakland County Records; thence along north line of Lots 1, 4-51 of said "Ridgewood Estates" approximately 2,688 feet to the west right-of-way line of Scotia Road (60 feet wide) and the east line of Lot 436 of said "Ridgewood Estates"; thence southerly along said east line approximately 84 feet to the southeast corner of said Lot 436; thence westerly along the south line of Lots 436, 437, 461-465 and 489-491 approximately 647 feet to the east right-of-way line of Morton Avenue (50 feet wide) and the southwest corner of said Lot 491 of said "Ridgewood Estates"; thence northerly along west line of said Lot 491 approximately 34 feet and westerly along the south line of Lots 492 and 514-518 approximately 647 feet to the west right-of-way line of West Troy Avenue (50 feet wide) and east line of Lot 519 of said "Ridgewood Estates"; thence westerly along the west and north right-of-way line of said West Troy Avenue (50 feet wide) approximately 416 feet to the east line of "Oakland County Condominium Plan No. 123 - Laurentian Village" as recorded in Liber 6041, Page 895, Oakland County Records and west right-of-way line of said West Troy Avenue (50 feet wide); thence southerly along said condominium east line approximately 330 feet to the south right-of-way line of Jerome Street (50 feet wide); thence easterly along said south

right-of-way to the northwest corner of Lot 549 and west line of said "Ridgewood Estates" approximately 25 feet; thence southerly along west line of said Lot 549 approximately 143 feet to a point on the north line of Lot 52 and "Practical Subdivision No. 4" being part of the Northwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 70 of Plats, Page 31, Oakland County Records; thence westerly along said north line approximately 360 feet to the east right-of-way line of Dante Street (60 feet wide) and southeast corner of "Kenwood Park Subdivision No. 2" being of Lots 2 and 3 of "Bailey and Walsh Subdivision" in the North 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 38, Oakland County Records; thence northerly along said east right-of-way line approximately 30 feet and westerly along the north right-of-way line of Granzon Avenue (60 feet wide) approximately 547 feet to the southeast corner of Lot 616 of "Kenwood park Subdivision No. 1" being of Lot 4 of "Bailey and Walsh Subdivision" in the North 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 37, Oakland County Records; thence southerly along centerline of 18 foot wide alley adjacent to Lots 1-39 of "Joseph J. Treppa's Cadillac Homes Subdivision" of the South 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 19 of Plats, Page 24, Oakland County Records, approximately 710 feet to the south right-of-way line of Albany Street (50 feet wide); thence easterly along said south right-of-way line 10 feet to the northwest corner of Lot 1 of "Capital Sub" being part of the Northwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 88 of Plats, Page 16, Oakland County Records; thence southerly along west line of said Lot 1 approximately 120 feet to the southwest corner of said Lot 1; thence easterly along south line of Lots 1 and 2 approximately 120 feet to the west line of said "Capital Sub"; thence southerly along said west line approximately 519 feet to the southwest corner of Lot 37 and south line of said "Capital Sub"; thence easterly along said south line approximately 395 feet; thence the following three courses: 1) southerly approximately 365 feet; 2) westerly approximately 280 feet; 3) southerly 250 feet to the north right-of-way line of Northend Avenue (86 feet wide); thence southeasterly approximately 100 feet to the south right-of-way line of said Northend Avenue (86 feet wide) and northwest corner of Lot 5 of "Queens Subdivision" a part of the Northwest 1/4 of the Southwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 142 of Plats, Pages 27 and 28, Oakland County Records; thence southerly along west line of said Lot 5 approximately 548 feet; thence westerly approximately 110 feet and southerly approximately 360 feet to the south right-of-way line of Cloverdale Avenue (60 feet wide); thence the following five courses: 1) easterly along said south right-of-way line approximately 181 feet; 2) southerly approximately 200 feet; 3) easterly approximately 421 feet; 4) southerly approximately 182 feet; 5) easterly approximately 403 feet to the centerline of Fern Street (60 feet wide); thence southerly along said centerline approximately 498 feet; thence the following four courses: 1) westerly approximately 858 feet; 2) southerly approximately 485 feet; 3) westerly approximately 226 feet; 4) southerly approximately 233 feet to the north right-of-way line of West Eight Mile Road (M-102) (151 feet wide); thence westerly along said north right-of-way line approximately 401 feet to the southwest corner of Lot 108 and east line of a 20 foot wide alley of "Assessors Eight Mile Superhighway Subdivision No. 1" a resubdivision of lots 1357 to 1375 inclusive, 1452 to 1488 inclusive, 1545 to 1561 inclusive, 1638 to 1653 inclusive, and vacated alleys of

"Kenwood Park subdivision No. 4", in the village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 49 of Plats, Page 14, Oakland County Records; thence northerly along alley east line and west line of Lots 108-103 of said "Assessors Eight Mile Superhighway Subdivision No. 1" approximately 125 feet and westerly approximately 20 feet to a point on the north line of alley and of said "Assessors Eight Mile Superhighway Subdivision No. 1" and south line of Lot 93 of "Schaefer Highway Estates Subdivision" being part of the East 1/2 of the Southeast 1/4 of Section 31, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 28 of Plats, Page 51, Oakland County Records; thence northerly approximately 1,725 feet to the north line of said "Schaefer Highway Estates Subdivision" and the southeast corner of Lot 682 and west line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 2" being part of the Northeast 1/4 of the Southeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 42 of Plats, Page 31, Oakland County Records; thence easterly approximately 10 feet to centerline of said alley and west line of Oakland County Condominium Plan No. 1907 "Park Place of Oak Park" as recorded in Liber 38460, Page 773, Oakland County Records; thence northerly along said centerline and west line approximately 641 feet to the south right-of-way line of Northend Avenue (86 feet wide); thence northerly approximately 86 feet to the southwest corner of Lot 1115 and east line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 4" being part of the Southeast 1/4 of the Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 11, Oakland County Records; thence northerly along alley east line and west line of Lots 1115-1102 approximately 287 feet to the northwest corner of Lot 1102 and north line of said "Division Heights Manor Subdivision No. 4"; thence the following three courses: 1) northerly along east line of alley approximately 240 feet; 2) westerly 20 feet to the west line of said alley; 3) northerly approximately 80 feet to the south line of Lot 70 and "Green Manor Subdivision" part of the Northeast 1/4 of Section 31, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 25, Oakland County Records; thence easterly along said south line approximately 50 feet to the southwest corner of Lot 69 of said "Green Manor Subdivision"; thence northerly approximately 305 feet to the northwest corner of Lot 62 of said "Green Manor Subdivision"; thence westerly approximately 64 feet to the southwest corner of Lot 63 of said "Green Manor Subdivision"; thence northerly along the west line of Lots 63-68 of said "Green Manor Subdivision" approximately 356 feet to the south line Lot 476 and south line of "Pleasant Ridge Manor No. 1" a subdivision of the Northeast 1/4 of Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, page 24, Oakland County Records; thence easterly along said south line approximately 24 feet to the centerline of a 20 foot wide alley; thence northerly along said alley centerline adjoining Lots 482-461 approximately 308 feet and westerly approximately 16 feet to a point 6 feet west of alley west line of said "Pleasant Ridge Manor No. 1"; thence northerly approximately 90 feet to the south right-of-way line of Granzon Avenue (60 feet wide); thence northeasterly approximately 60 feet to the southwest corner of Lot 456 and east line of 20 foot wide alley of said "Pleasant Ridge Manor No. 1"; thence northerly along said east alley line and west line of Lots 456-422 of said "Pleasant Ridge Manor No. 1" approximately 700 feet and westerly along north line of 20 foot wide alley and south line of Lots 416-386 approximately 1,081 feet to the southwest corner of said Lot 386 and east right-of-way line of Parklawn Street (60 feet wide) of said "Pleasant Ridge Manor No. 1";

thence westerly approximately 80 feet to the west right-of-way line of said Parklawn Street (60 feet wide) and centerline of a 20 foot wide alley of "Kenwood Park" being a subdivision of the West 1/2 of the Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 20, Oakland County Records; thence westerly along said alley centerline and adjoining Lots 1-13, 588 and 469 approximately 262 feet to the east right-of-way line of Cloverlawn Street (60 feet wide) of said "Kenwood Park"; thence northerly along said east right-of-way line approximately 350 feet to the southwest corner of Lot 19 and south line of "Cloverlawn Subdivision" being part of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 69 of Plats, Page 21, Oakland County Records; thence easterly along said south line approximately 268 feet to the west right-of-way line of said Parklawn Street (60 feet wide); thence southerly along said west right-of-way line approximately 40 feet and easterly approximately 160 feet to the northeast corner of Lot 25 and west line of Lot 3 of "Derby Oak Park Subdivision" of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 67 of Plats, Page 16, Oakland County Records; thence northerly along west line of Lot 3 and east line of Lots 25-10 approximately 980 feet to the northwest corner of said Lot 3 and south right-of-way line of Kenwood Street (60 feet wide) of said "Derby Oak Park Subdivision"; thence easterly along said south right-of-way line and north line of said Lot 3 approximately 308 feet to the northeast corner of said Lot 3 and west right-of-way line of Kipling Street (60 feet wide); thence southerly along said west right-of-way line and east line of said Lot 3 approximately 406 feet and easterly along the south right-of-way line of Sylvan Court (60 feet wide) approximately 318 feet to the northeast corner of Lot 2 and west line of Lot 1 of said "Derby Oak Park Subdivision"; thence southerly along said west line and east line of said Lot 2 approximately 35 feet; thence within said lot 1 the following four courses : 1) easterly approximately 221 feet; 2) northeasterly approximately 49 feet; 3) northerly approximately 218 feet to the north line of said Lot 1; 4) westerly along said north line approximately 27 feet to the southwest corner of Lot 5 of said "Derby Oak Park Subdivision"; thence northerly along the west line of said Lot 5 approximately 210 feet to the intersection of the north right-of-way line of Kenwood Street (60 feet wide) and the centerline of Geoffrey Court (60 feet wide); thence westerly along said north right-of-way line of Kenwood Street (60 feet wide) and south line of Lot 6 approximately 832 feet to the southeast corner of Lot 9 and west right-of-way line of Elaine Street (60 feet wide) of said "Derby Oak Park Subdivision"; thence northerly along said west right-of-way line and east line of Lots 9-7 approximately 231 feet and westerly along the north line of said Lot 7 approximately 145 feet to the northwest corner of said Lot 7 and the east line of "Parklane Subdivision" being part of the West 1/2 of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 21, Oakland County Records and the west line of "Campbell's Sunset Park Subdivision" of part of Southeast 1/4 of Section 30, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 47 of Plats, Page 43, Oakland County Records; thence northerly along said west line and said east line and east line of Lots 113-125 and 127 of said "Parklane Subdivision" approximately 1,359 feet to the northwest corner of "Coolidge Highway Subdivision" of part of the Northeast 1/4 of the Southeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 12, Oakland County Records; thence easterly along the north line of said "Coolidge Highway Subdivision" approximately 1,126 feet to the northwest corner of Lot 16 of "George Sherman Subdivision" of part of

Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 68 of Plats, Page 8, Oakland County Records; thence northerly along the west line of said Lot 16 approximately 180 feet to the north right-of-way line of Allan Avenue (60 feet wide); thence westerly along said north right-of-way line approximately 117 feet to the southwest corner of Lot 21 and east right-of-way line of Ridgedale Street (60 feet wide) of said "George Sherman Subdivision"; thence northerly along said east right-of-way line approximately 265 feet to the southwest corner of Lot 23 of said "George Sherman Subdivision"; thence the following three courses: 1) easterly along south line of said Lot 23 approximately 120 feet to the southeast corner of said Lot 23; 2) northerly along east line of Lots 23 and 24 approximately 115 feet to the northeast corner of said Lot 24; 3) westerly along north line of said Lot 24 approximately 120 feet to the northwest corner of said Lot 24 and east right-of-way line of said Ridgedale Street (60 feet wide); thence the following three courses: 1) northerly along east right-of-way line of said Ridgedale Street (60 feet wide) approximately 300 feet; 2) easterly approximately 134 feet; 3) northerly approximately 330 feet to the northeast corner of Lot 185 of "Smokler's Oak Park Sub. No. 2" of part of the Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 20, Oakland County Records; thence the following three courses: 1) westerly along the north line of said Lot 185 approximately 24 feet; 2) northerly approximately 157 feet; 3) easterly approximately 34 feet to the centerline of a vacated 20 foot wide alley of "Pleasant Ridge Manor" a subdivision of part of the Northeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 29, Oakland County Records; thence northerly along said vacated alley centerline and adjoining Lots 98-62 and Lot 102-118 of said "Pleasant Ridge Manor" approximately 800 feet and easterly approximately 10 feet to the east line of a 20 foot wide alley and southwest corner of Lot 60 of said "Pleasant Ridge Manor"; thence northerly along said alley east line and west line of adjacent Lots 60-46 approximately 310 feet and westerly 20 feet to the west line of said alley and centerline of a vacated 20 foot wide alley being 10 feet south of the southeast corner of Lot 40 of "Pleasant Ridge Manor"; thence westerly along said vacated alley centerline approximately 70 feet and northerly along the west line of Lot 38 approximately 170 feet to the North line of said Section 30; thence easterly along said North line approximately 250 feet to the POINT OF BEGINNING

Table 2.

Effect on Taxable Values

Year	Fiscal Year	Base Value	New Taxable Value 2.5% Increase	Captured Taxable Value
1	2016/2017	31,451,540	\$31,766,999	315,459
2	2017/2018	31,451,540	\$32,561,174	1,109,634
3	2018/2019	31,451,540	\$33,375,203	1,923,663
4	2019/2020	31,451,540	\$34,209,583	2,758,043
5	2020/2021	31,451,540	\$35,064,823	3,613,283
6	2021/2022	31,451,540	\$35,941,444	4,489,904
7	2022/2023	31,451,540	\$36,839,980	5,388,440
8	2023/2024	31,451,540	\$37,760,979	6,309,439
9	2024/2025	31,451,540	\$38,705,004	7,253,464
10	2025/2026	31,451,540	\$39,672,629	8,221,089
11	2026/2027	31,451,540	\$40,664,444	9,212,904
12	2027/2028	31,451,540	\$41,681,055	10,229,515
13	2028/2029	31,451,540	\$42,723,082	11,271,542
14	2029/2030	31,451,540	\$43,791,159	12,339,619
15	2030/2031	31,451,540	\$44,885,938	13,434,398
16	2031/2032	31,451,540	\$46,008,086	14,556,546
17	2032/2033	31,451,540	\$47,158,288	15,706,748
18	2033/2034	31,451,540	\$48,337,246	16,885,706
19	2034/2035	31,451,540	\$49,545,677	18,094,137
20	2035/2036	31,451,540	\$50,784,319	19,332,779

*Used 1.025 CPI except for Year 1, Used 1.003 CPI

Percentage of Taxes Captured

City	Millage Rate	Percentage Capture
Operating	16.3563	44.46%
Waste	2.9531	8.03%
Library	1.4914	4.05%
Recreation	0.5000	1.36%
PS345	7.0000	19.03%
Headlee	1.1437	3.11%
Public Safety	2.0000	5.44%
	31.4445	85.47%
County**		
Operating	3.0675	8.34%
Parks & Rec	0.1807	0.49%
HCMA**	0.1609	0.44%
OCC**	1.1864	3.22%
OCPTA**	0.7498	2.04%
	5.3453	14.53%
Total Millages	36.7898	100%

** Used 75% of 2015 millage rate (County Operating 4.09, Parks & Rec 0.2410, HCMA 0.2146, OCC 1.5819, OCPTA 0.9998)

Table 3.

*Used 1.025 CPI except for **Year 1, Used 1.003CPI**

**Used 75% of 2015 millage rate (County Operating 4.09, Parks & Rec 0.2410, HCMA 0.2146, OCC 1.5819, OCPTA 0.9998)

Non-City Millage Breakdown

Year	Fiscal Year	Base Value	NewTaxable Value 2.5% Increase	Captured Taxable Value	City Millage Rate	City Tax Increment Revenue	Non-City Millage Rate	Non-City Tax Increment Revenue	Total Annual Tax Increment Revenue
1	2016/2017	31,451,540	\$ 31,766,999	\$ 315,458.95	31.4445	\$ 9,919.45	5.3453	\$ 1,686.22	\$ 11,606
2	2017/2018	31,451,540	\$ 32,561,174	\$ 1,109,633.92	31.4445	\$ 34,891.88	5.3453	\$ 5,931.33	\$ 40,823
3	2018/2019	31,451,540	\$ 33,375,203	\$ 1,923,663.27	31.4445	\$ 60,488.63	5.3453	\$ 10,282.56	\$ 70,771
4	2019/2020	31,451,540	\$ 34,209,583	\$ 2,758,043.35	31.4445	\$ 86,725.29	5.3453	\$ 14,742.57	\$ 101,468
5	2020/2021	31,451,540	\$ 35,064,823	\$ 3,613,282.93	31.4445	\$ 113,617.88	5.3453	\$ 19,314.08	\$ 132,932
6	2021/2022	31,451,540	\$ 35,941,444	\$ 4,489,903.51	31.4445	\$ 141,182.77	5.3453	\$ 23,999.88	\$ 165,183
7	2022/2023	31,451,540	\$ 36,839,980	\$ 5,388,439.59	31.4445	\$ 169,436.79	5.3453	\$ 28,802.83	\$ 198,240
8	2023/2024	31,451,540	\$ 37,760,979	\$ 6,309,439.08	31.4445	\$ 198,397.16	5.3453	\$ 33,725.84	\$ 232,123
9	2024/2025	31,451,540	\$ 38,705,004	\$ 7,253,463.56	31.4445	\$ 228,081.53	5.3453	\$ 38,771.94	\$ 266,853
10	2025/2026	31,451,540	\$ 39,672,629	\$ 8,221,088.65	31.4445	\$ 258,508.02	5.3453	\$ 43,944.19	\$ 302,452
11	2026/2027	31,451,540	\$ 40,664,444	\$ 9,212,904.37	31.4445	\$ 289,695.17	5.3453	\$ 49,245.74	\$ 338,941
12	2027/2028	31,451,540	\$ 41,681,055	\$10,229,515.48	31.4445	\$ 321,662.00	5.3453	\$ 54,679.83	\$ 376,342
13	2028/2029	31,451,540	\$ 42,723,082	\$11,271,541.86	31.4445	\$ 354,428.00	5.3453	\$ 60,249.77	\$ 414,678
14	2029/2030	31,451,540	\$ 43,791,159	\$12,339,618.91	31.4445	\$ 388,013.15	5.3453	\$ 65,958.96	\$ 453,972
15	2030/2031	31,451,540	\$ 44,885,938	\$13,434,397.88	31.4445	\$ 422,437.92	5.3453	\$ 71,810.89	\$ 494,249
16	2031/2032	31,451,540	\$ 46,008,086	\$14,556,546.33	31.4445	\$ 457,723.32	5.3453	\$ 77,809.11	\$ 535,532
17	2032/2033	31,451,540	\$ 47,158,288	\$15,706,748.49	31.4445	\$ 493,890.85	5.3453	\$ 83,957.28	\$ 577,848
18	2033/2034	31,451,540	\$ 48,337,246	\$16,885,705.70	31.4445	\$ 530,962.57	5.3453	\$ 90,259.16	\$ 621,222
19	2034/2035	31,451,540	\$ 49,545,677	\$18,094,136.84	31.4445	\$ 568,961.09	5.3453	\$ 96,718.59	\$ 665,680
20	2035/2036	31,451,540	\$ 50,784,319	\$19,332,778.76	31.4445	\$ 607,909.56	5.3453	\$ 103,339.50	\$ 711,249
						\$5,736,933.04		\$ 975,230.27	\$ 6,712,163.31

<u>County Operating</u>	<u>County Parks and Recreation</u>	<u>HCMA</u>	<u>OCC</u>	<u>OCPTA</u>
0.0030675	0.0001807	0.0001609	0.0011864	0.0007498
\$ 967.67	\$ 57.00	\$ 50.76	\$ 374.26	\$ 236.53
\$ 3,403.80	\$ 200.51	\$ 178.54	\$ 1,316.47	\$ 832.00
\$ 5,900.84	\$ 347.61	\$ 309.52	\$ 2,282.23	\$ 1,442.36
\$ 8,460.30	\$ 498.38	\$ 443.77	\$ 3,272.14	\$ 2,067.98
\$11,083.75	\$ 652.92	\$ 581.38	\$ 4,286.80	\$ 2,709.24
\$13,772.78	\$ 811.33	\$ 722.43	\$ 5,326.82	\$ 3,366.53
\$16,529.04	\$ 973.69	\$ 867.00	\$ 6,392.84	\$ 4,040.25
\$19,354.20	\$ 1,140.12	\$ 1,015.19	\$ 7,485.52	\$ 4,730.82
\$22,250.00	\$ 1,310.70	\$ 1,167.08	\$ 8,605.51	\$ 5,438.65
\$25,218.19	\$ 1,485.55	\$ 1,322.77	\$ 9,753.50	\$ 6,164.17
\$28,260.58	\$ 1,664.77	\$ 1,482.36	\$ 10,930.19	\$ 6,907.84
\$31,379.04	\$ 1,848.47	\$ 1,645.93	\$ 12,136.30	\$ 7,670.09
\$34,575.45	\$ 2,036.77	\$ 1,813.59	\$ 13,372.56	\$ 8,451.40
\$37,851.78	\$ 2,229.77	\$ 1,985.44	\$ 14,639.72	\$ 9,252.25
\$41,210.02	\$ 2,427.60	\$ 2,161.59	\$ 15,938.57	\$ 10,073.11
\$44,652.21	\$ 2,630.37	\$ 2,342.15	\$ 17,269.89	\$ 10,914.50
\$48,180.45	\$ 2,838.21	\$ 2,527.22	\$ 18,634.49	\$ 11,776.92
\$51,796.90	\$ 3,051.25	\$ 2,716.91	\$ 20,033.20	\$ 12,660.90
\$55,503.76	\$ 3,269.61	\$ 2,911.35	\$ 21,466.88	\$ 13,566.98
\$59,303.30	\$ 3,493.43	\$ 3,110.64	\$ 22,936.41	\$ 14,495.72
\$ 559,654	\$ 32,968.05	\$ 29,356	\$ 216,454	\$ 136,798.24

<u>County Operating</u>	<u>County Parks and Recreation</u>	<u>HCMA</u>	<u>OCC</u>	<u>OCPTA</u>
3.0675	0.1807	0.1609	1.1864	0.7498

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 1, 2016**AGENDA #**

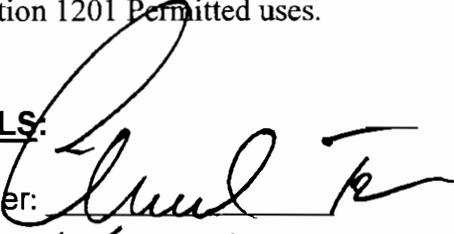
SUBJECT: Recommendation of the Planning Commission for a Zoning Ordinance text amendment to amend Article XII, PCD, Planned Corridor Development District, Section 1201 Permitted uses.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the January 11, 2016 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendment would allow for health, fitness and exercise clubs as a permitted use in the PCD, Planned Corridor Development District.

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 to adopt the proposed text amendment to the City of Oak Park Zoning Ordinance, Article XII, PCD, Planned Corridor Development District, Section 1201 Permitted uses.

APPROVALS:City Manager: Director: 

Finance Director: _____

EXHIBITS: Memorandum, proposed ordinance for adoption.

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 1201, PERMITTED USES, OF ARTICLE XII, PCD, PLANNED CORRIDOR DEVELOPMENT 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 XII, PCD, Planned Corridor Development Districts, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to read as follows:

Section 1201. Permitted uses.

- I. Health, fitness and exercise clubs.
- J. Accessory uses customarily incidental to the above permitted uses.
- k. Uses which, in the opinion of the planning commission based on findings of fact, are similar to the above permitted uses.

SECTION 2. Conflicting Provisions Repealed

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

SECTION 3. Severability

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

SECTION 4. Effective Date

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

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

T. Edwin Norris, City Clerk

I, T. Edwin Norris, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on _____, 2016.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016 **AGENDA #**

SUBJECT: Authorize the City of Oak Park to enter into contract 15-5515 with the Michigan Department of Transportation (MDOT) for the replacement of the playground structure, including the protective surface, in Victoria Park above the Highway I-696.

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

SUMMARY: Attached is a copy of the MDOT contract number 15-5515 for this project. This project will remove and salvage the existing equipment and install a new playground structure along with a protective play surface. The City will select the vendor and play structure, contract with them including making payment, and submit for reimbursement from MDOT.

FINANCIAL STATEMENT: This contract is for reimbursement of expenditures on playground equipment.

RECOMMENDED ACTION: It is recommended that City Council approve MDOT contract number 15-5515 upon review by the City Attorney's office and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: MDOT Contract

SPECIAL TRUNKLINE
CONSTRUCTION
BY LOCAL AGENCY

COM
Control Section M63102
Job Number 129069A
Contract 15-5515

THIS CONTRACT is made and entered into this date of _____,
by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter
referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal
corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and
obligations of the parties in agreeing to the construction by the CITY of the removal,
procurement and installation of playground equipment, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning construction on Structure Z03 of 63102
which carries Church Street over Highway I-696; and

WHEREAS, the DEPARTMENT'S construction requires the removal and replacement of
the existing playground equipment which includes a swing set and three large climbing
structures; and

WHEREAS, the pedestrian plaza and playground equipment on Structure Z03 of 63102
was constructed as mitigation for the Highway I-696 construction built in 1991; and

WHEREAS, the Environmental Impact Statement for the Highway I-696 construction
required the DEPARTMENT to construct the pedestrian plaza including the playground
structures as part of the original 1991 construction project; and

WHEREAS, the DEPARTMENT'S current construction project requires the removal of
the playground equipment constructed as part of the Highway I-696 mitigation work; and

WHEREAS, the CITY will construct the replacement of the playground equipment, said
construction being hereinafter referred to as the "PROJECT" and being further described as
follows:

Removal, procurement and installation of playground equipment and protective
surface on the pedestrian park like plaza Structure Z03 of 63102 which carries
Church Street over Highway I-696; together with necessary related work, located
within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT will participate in the cost of the PROJECT in an
amount equal to 100 percent of the cost of the PROJECT, estimated to be \$286,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the construction of the PROJECT in accordance with the terms of this contract. The term "PROJECT COST", as herein used, is hereby defined as the DEPARTMENT'S share of the cost of the physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT including construction engineering.

2. The CITY shall cause to be performed all the PROJECT work. It is understood that portions or all of the PROJECT work will be placed under contract by the CITY. The performance of the PROJECT work will be subject to the following conditions:

- A. The CITY will advertise and award the contracted portions of the PROJECT work on a competitive bid basis.
- B. Concurrence by the DEPARTMENT will be secured by the CITY prior to award of any contract for performance of the PROJECT work. The DEPARTMENT reserves the right to review the bids and to recommend rejection of the bids for the PROJECT work prior to the awarding of the contract thereof.
- C. The CITY will design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT shall not relieve the CITY of its obligation hereunder.
- D. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in construction of the PROJECT shall conform to the aforesaid specifications.

The PROJECT work shall be performed in accordance with plans and specifications reviewed by the DEPARTMENT. No changes will be made to the plans and specifications reviewed by the DEPARTMENT which affect the PROJECT without the same being re-reviewed by the DEPARTMENT.

The DEPARTMENT'S review does not relieve the CITY of meeting any applicable requirements of law or of other public bodies or agencies with respect to the design, construction, or operation of the PROJECT.

- E. The CITY will comply with all applicable State, Federal and local statutes, ordinances and regulations, and obtain all permits that are required for the performance of the PROJECT work.
- F. The CITY shall provide all construction engineering and inspection necessary for the PROJECT; however, the DEPARTMENT may, at its own expense, provide a competent inspector, together with necessary assistance, to assist the field representative of the CITY in completing the PROJECT. Said inspector of the DEPARTMENT, acting through the CITY'S engineer, shall have the right to reject any or all portions of the work which are not executed pursuant to the plans and specifications. It is understood that the CITY will use the same consultant engineering consultant, chosen by the DEPARTMENT for the Highway I-696 project, for construction engineering and inspection at the expense of the CITY.
- G. Prior to the performance of any PROJECT work, the CITY shall notify the Oakland TSC Manager, Michigan Department of Transportation at the following location when the work will commence so arrangements may be made, if necessary, to have an inspector present while the work is in progress.

Michigan Department of Transportation
Sandra Montes, Oakland TSC Manager
800 Vanguard Drive
Pontiac, MI 48341

The CITY shall complete the removal of the playground structure by March 25, 2016. If the structure is not removed by March 25, 2016, the DEPARTMENT may remove the structure by its own forces. The CITY shall coordinate the installation of the new playground structure with the Oakland TSC Manager.

- H. The CITY shall require their contractor to provide standard Owner's Protective Public Liability and Owner's Protective Property Damage Liability Insurance with respect to the operations of its contractors or their subcontractors during the performance of the PROJECT work, naming the Michigan State Transportation Commission, the State of Michigan and the DEPARTMENT and its employees as insureds. The policy shall state that the DEPARTMENT must be given thirty (30) days written notice before said insurance is altered or cancelled.

- (1) Standard Owner's Protective Public Liability Insurance providing for limits of liability of not less than One Million Dollars (\$1,000,000) for each occurrence with an aggregate of One Million Dollars (\$1,000,000) for the terms of the policy with respect to bodily injury or death.
- (2) Standard Owner's Protective Property Damage Liability Insurance providing for limits of liability of not less than One Million Dollars (\$1,000,000) for each occurrence with an aggregate of Two Million Dollars (\$2,000,000) for the terms of the policy with respect to property damage and physical damage to property.
- (3) Evidence of the above insurances is to be sent to the DEPARTMENT at the following address, prior to performance of the PROJECT work.

Michigan Department of Transportation
Stacey Gough, Oakland TSC Utilities-Permits Engineer
800 Vanguard Drive
Pontiac, MI 48341

- I. The CITY shall secure a permit from the DEPARTMENT for the PROJECT work and shall conform with all DEPARTMENT permit requirements for any work to be performed on the state trunkline right-of-way.

No charge will be made by the DEPARTMENT to the CITY for any inspection work on the PROJECT pursuant to the Supplemental Specifications of Permit Form 2205.

- J. The CITY shall require their contractor to provide a Lien and Performance Bond for work on state trunkline right-of-way in accordance with existing law.

3. The PROJECT COST is presently estimated to be \$286,000 and shall be paid 100 percent by the DEPARTMENT. In the event that the CITY determines the PROJECT COST will exceed the estimate as set forth herein, the CITY will advise the DEPARTMENT in writing and receive approval prior to the performance of such work.

4. In order to fulfill the obligations assumed by the DEPARTMENT under the terms of this contract, the DEPARTMENT shall make prompt payment to the CITY for its share of the PROJECT COST upon execution of this contract and receipt of billing from the CITY for work performed.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____" or Final Billing".

Final billing under this contract shall be submitted in a timely manner but not later than twelve months after completion of the work. Billings for work submitted later than twelve months after completion of the work will not be paid.

5. The CITY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The CITY shall maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the CITY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the CITY shall assure compliance with the above for all subcontracted work.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the CITY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that

documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this contract or any other agreement, or payable to the CITY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

6. Upon completion of construction, the CITY shall operate and maintain the PROJECT in accordance with existing DEPARTMENT procedures.

Upon completion of construction, the City shall be responsible for all future maintenance of the PROJECT at their own cost. Any future replacement of the PROJECT by the City shall be done under a permit issued by the DEPARTMENT.

7. The CITY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the CITY shall require its contractors and subcontractors to comply with the same.

8. All work performed in connection with the PROJECT will be subject to the provisions of 1925 P.A. 17, Subsection 2, MCLA 250.62, but any reference to State Highway Commission shall be deemed to be the DEPARTMENT for the purposes of this section.

9. In addition to any protection afforded by a policy of insurance, the CITY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the CITY in connection with the contract which the CITY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the CITY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CITY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

10. In the event that a contract for the PROJECT is not awarded within a period of two (2) years from the date of execution hereof, this contract shall be null and void.

11. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

12. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF OAK PARK

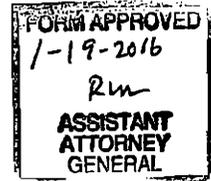
MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

RDS
1/19/16



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016 **AGENDA #**

SUBJECT: Proposal for professional services for Construction Engineering of the traffic signal installations on 9 Mile Road and Coolidge Highway.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: The City's Engineering Division went through the Quality Based Selection Process to select an Engineering firm to perform professional services for the Construction Engineering of the traffic signal installations on 9 Mile Road and Coolidge Highway. Proposals for qualification were sent to engineering firms that are MDOT prequalified to design and time traffic signals. Three submissions were received and rated. The highest rated proposal was submitted from Orchard, Hiltz & McCliment, Inc.

Attached is a contract from OHM to perform the Construction Engineering on the installation of 8 traffic signals. This project has received Federal funding that pays for this portion of the project. The Michigan Department of Transportation will reimburse the City of Oak Park for the entire amount of this contract. The grant funding totals \$1,385,500.

RECOMMENDED ACTION: It is recommended that the proposal from Orchard, Hiltz & McCliment, Inc. to perform the Construction Engineering for the installation of traffic signals on 9 Mile Road and Coolidge Highway be approved for a cost plus fixed fee that shall not exceed \$159,401.02 upon final review by the City Attorney's office. Funding in the Major Street fund for this expenditure and will be reimbursed from MDOT.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Contract

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

City of Oak Park, Michigan

Modernize 8 Traffic Signals

CONSTRUCTION ENGINEERING CONTRACT

A _____ CMAQ _____ PROJECT

THIS CONTRACT, made and entered into as of this date of October 14, 2015,
by and between Orchard, Hiltz & McCliment, Inc., Consulting Engineers, of
Livonia, Michigan, hereinafter referred to as the "CONSULTANT," and the
City of Oak Park, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to Modernize 8 Traffic Signals
a CMAQ project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and
assistance of the CONSULTANT to perform certain construction engineering and inspection
services and other related work, said work to be hereinafter referred to as the "SERVICES,"
required in connection with the construction of the following signal
improvements under the Federal CMAQ Funding, said improvements to be
hereinafter referred to as the "PROJECT:"

" Traffic signal modernization of 8 locations. Design includes either mast arms or strain
poles with span wires. Improvements include ADA ramp improvements, replacement of
signal heads, controllers, cabinets, pedestrian signals, handholes, and conduit.
Push-buttons and vehicle detection are included where appropriate.;" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan
Department of Transportation, hereinafter referred to as the "DEPARTMENT," for construction
with the use of CMAQ Funds administered by the United
States Department of Transportation, Federal Highway Administration, hereinafter referred to as
the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the
LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection
(QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail ; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and G2 Consulting Group.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.

7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT to the local agency under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in and following execution of this contract only upon receipt of written notice from the PROJECT Engineer.

12. Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.

13. Furnish the LOCAL AGENCY and the DEPARTMENT a set of as built plans and records of the PROJECT upon completion thereof.

14. Submit billings to the LOCAL AGENCY as set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the PROJECT.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed One Hundred Fifty-Nine Thousand, Four Hundred and One dollars and Two cents (\$ 159,401.02). The fixed fee (profit, 11 %) shall be the amount of Fourteen Thousand, Four Hundred Thirty-Nine dollars and Eighty-Four cents (\$ 14,439.84), which amount is included in the total amount of One Hundred Fifty-Nine Thousand, Four Hundred and One dollars and Two cents (\$ 159,401.02) as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of G2 Consulting Group shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 17a., but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to G2 Consulting Group is estimated to be
\$ 13,283.42 .

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as hereinafter set forth.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 60 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

IT IS FURTHER AGREED THAT:

19. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become the property of the LOCAL AGENCY.

20. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

21. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat.241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C," attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

24. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Oak Park, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR, Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

City of Oak Park

BY: _____

NAME: Marian McClellan

TITLE: Mayor

BY: _____

NAME: Erk Tungate

TITLE: City Manager

Orchard, Hiltz & McCliment, Inc.

BY: _____

NAME: Patrick G. Wingate, PE

TITLE: Director of Transportation

BY: _____

NAME: Jonathan W. Kramer, PE

TITLE: Vice President, Public Engineering

EXHIBIT A - DERIVATION OF COST PROPOSAL

PROJECT NUMBER:
53701

PROJECT DESCRIPTION:
Modernize 8 Traffic Signals - CE

CONSULTANT NAME:

ORCHARD, HILTZ & McCLIMENT, INC.

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Senior Associate	10.0		\$ 55.09	\$	550.90
Prof Eng/Arch II	100.0		\$ 34.33	\$	3,433.00
Technician II	200.0		\$ 23.68	\$	4,736.00
Technician III	811.0		\$ 28.04	\$	22,739.60
Prof Surveyor II	70.0		\$ 42.19	\$	2,953.30
Surveyor III	70.0		\$ 30.50	\$	2,135.00
Surveyor II	70.0		\$ 23.17	\$	1,621.90
Grad Eng/Arch III	300.0		\$ 32.18	\$	9,654.00
	<u>Total Hours</u>		<u>1,631.0</u>		<u>Total Labor</u> \$ <u>47,823.70</u>

OVERHEAD:

\$	47,823.70	x	174.49%	=	Total Overhead \$	<u>83,447.57</u>
					Total Labor & OH \$	<u>131,271.27</u>

FACILITY CAPITAL COSTS:

\$	47,823.70	x	0.85%	=	\$	<u>406.49</u>
					Total FCC \$	<u>406.49</u>

DIRECT EXPENSES:

\$13,283.42	x	1	G2	\$	<u>13,283.42</u>
				Total Direct Expenses \$	<u>13,283.42</u>

FIXED FEE:

\$	131,271.27	x	11.00%	=	\$	<u>14,439.84</u>
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For information only: Total Project Fixed Fee

Total Fixed Fee \$ 14,439.84

TOTAL COSTS \$ 159,401.02



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. **Policy:** It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. **MBE Obligation:** The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Patrick G. Wingate, PE
and a duly authorized representative of the firm of Orchard, Hiltz & McCliment, Inc.,
whose address is 34000 Plymouth Road, Livonia, MI 48150
and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee,
or other consideration, any firm or person (other than a bona fide employee working solely for
me or the above Orchard, Hiltz & McCliment, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to
employ or retain the services of any firm or person in connection with carrying out the contract,
or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona
fide employee working solely for me or the above Orchard, Hiltz & McCliment, Inc.) any fee,
contribution, donation, or consideration of any kind for, or in connection with, procuring or
carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan
Department of Transportation in connection with this contract involving participation of state
and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016

AGENDA #

SUBJECT: Proposed Change Order no. 3 and Payment Application no. 4 for the 2015 Water Main Replacement Project, M-609.

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

SUMMARY: Attached are Proposed Change Order no. 3 and Payment Application no. 4 for the 2015 Water Main Replacement Project, M-609. This project replaces the water main on Manistee Ave. and Burton Ave as shown on the attached map. The proposed Change Order is an increase after a final review and measurement with the contractor. This project is now 99% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$461,034.00
	Change Order no. 1:	\$ 43,490.00
	Change Order no. 2:	\$ 27,490.00
	Proposed Change Order no. 2:	<u>\$ 10,132.50</u>
	Current Contract Amount:	\$487,216.46
	 Total Completed to Date:	 \$ 487,216.46
	Less Retainage:	\$ 5,000.00
	Net Earned:	\$ 482,216.46
	Deductions:	\$ 0.00
	Balance:	\$ 482,216.46
	Payments to Date:	<u>\$ 472,083.96</u>
	Amount Due Macomb Pipeline and Utility Co.:	\$ 10,132.50

RECOMMENDED ACTION: It is recommended that Proposed Change Order no. 3 for the 2015 Water Main Replacement Project, M-609 be approved to Macomb Pipeline and Utility Co. for the total amount of \$10,132.50. It is further recommended that Payment Application no. 4 for the same be approved for the amount of \$10,132.50. Funding is available in the Water and Sewer Fund no. 592-18-538-970.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Proposed Change Order no. 3, Payment Application No. 4, map

CHANGE ORDER

PROJECT: 2015 Water Main Replacement Project **JOB NUMBER:** M-609
OWNER: City of Oak Park, Michigan **CHANGE ORDER NO.:** 3
CONTRACTOR: Macomb Pipeline and Utility Co. **PAGE:** 1 OF 1
 44444 Mound Rd. Ste 640
 Sterling Heights, MI 48314

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	Increased Amount
12	Sidewalk Conc. Non-Reinf. Modified SP 4" Concrete Driveway	10,304.71	SFT	\$3.50	605.00	10,909.71	\$2,117.50
30	Service transfers (out of scope)	0.00	EACH	\$232.00	7.00	7.00	\$1,624.00
31	Remove & Replace Short Side Service Curb Box (out of scope)	0.00	EACH	\$73.00	2.00	2.00	\$146.00
32	Additional 8" fittings	0.00	EACH	\$600.00	7.00	7.00	\$4,200.00
33	Additional irrigation systems costs	0.00	LSUM	\$2,045.00	1.00	1.00	\$2,045.00

Totals: \$10,132.50

SUMMARY

Total Increase	\$10,132.50
Total Amount for Change Order No. 1:	\$10,132.50


 Robert Barrett - City of Oak Park 1/25/2016 Date

Original Contract Amount:	\$481,034.00
Change Order No. 1:	\$43,490.00
Change Order No. 2	(\$27,440.04)
Change order no. 3	\$10,132.50
New Contract Amount	\$487,216.46


 Macomb Pipeline and Utility Co. 1-20-16 Date

PROJECT:	2015 Water Main Replacement Project	JOB NUMBER:	M-809
OWNER:	City of Oak Park, Michigan	APPLICATION NO.:	4
CONTRACTOR:	Macomb Pipeline and Utility Co. 44444 Mound Rd. Ste. 840 Sterling Heights, MI 48314	PERIOD ENDING:	10/6/16
		PAGE:	2 OF 2

Original Contract Amount:	\$481,034.00	Earnings This Period:	\$10,132.50
Change Order #1:	\$43,480.00	Total Earnings to Date:	\$487,216.48
Change Order #2:	(\$27,440.04)	Less Retainage:	\$5,000.00
Proposed Change Order #3:	\$10,132.50	Net Earned:	\$482,216.48
New Contract Amount:	\$487,216.48	Deductions:	\$0.00
		Balance:	\$482,216.48
		Payments to Date:	\$472,083.98
		Amount Due:	\$10,132.50

Accepted By:


Macomb Pipeline & Utility Company

Date: 1-20-16


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

Date: 1/25/2016

PAYMENT APPLICATION

PROJECT: 2016 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Macomb Pipeline and Utility Co.
 44444 Mound Rd. Sta. 640
 Sterling Heights, MI 48314
 (586) 728-7552

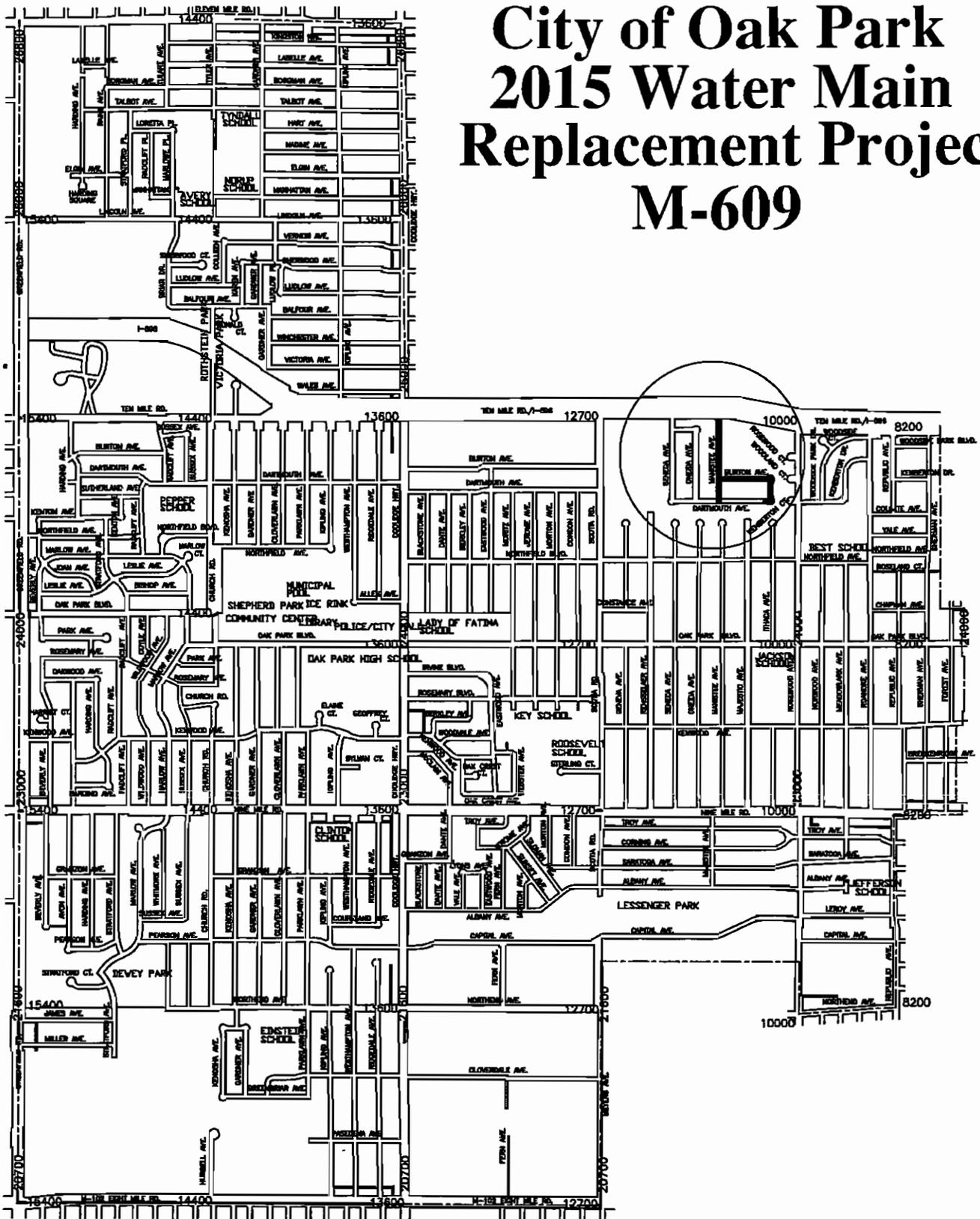
JOB NUMBER: M-609
APPLICATION NO.: 4
PERIOD ENDING: 11/2/16
PAGE: 1 OF 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$16,100.00	0.00	0.00	1.00	16,100.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,635.00	0.00	0.00	1.00	5,635.00
3	Pavement Removal, Modified SP	2,056	SYD	\$14.00	0.00	0.00	2,149.03	30,086.42
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	12	BACH	\$50.00	0.00	0.00	14.00	700.00
5	Project Cleanup	1	LSUM	\$6,440.00	0.00	0.00	1.00	6,440.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	70	SYD	\$14.00	0.00	0.00	56.76	794.64
7	Drainage Structure Cover	1,900	LBS	\$1.50	0.00	0.00	2,280.00	3,420.00
8	Adjusting Drainage Structure Cover Case 1 Modified SP	3	BACH	\$300.00	0.00	0.00	0.00	0.00
9	Underdrain Subgrade, Open Graded 6", Modified SP	50	LFT	\$18.00	0.00	0.00	13.00	234.00
10	Conc. Pavement, With Integral Curb Non-Reinf. 7 inch., Modified SP	70	SYD	\$38.00	0.00	0.00	56.76	2,156.88
11	Sidewalk Conc.- NonReinf. Modified SP 6" Concrete Sidewalk	7,400	SFT	\$4.00	0.00	0.00	8,325.69	34,102.76
12	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete Driveway	10,500	SFT	\$3.50	605.00	2,117.50	10,909.71	38,183.98
13	Class A Sodding, Modified SP	2,410	SYD	\$6.00	0.00	0.00	3,002.18	18,013.08
14	Water Main D.I CL 54 8 Inch Trench Detail "B" Modified	2,400	LFT	\$85.00	0.00	0.00	2,569.50	218,407.50
15	Water Main Connection "A" @ Mainstee Ave./ 1696 Serv. Dr.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
16	Water Main Connection "B" @ Manistee Ave. / Dartmouth Ave.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
17	Water Main Connection "C" @ Burton Ave. / Dartmouth Ave.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
18	Install Fire Hydrant. EITW SBR-250	6	BACH	\$3,300.00	0.00	0.00	6.00	19,800.00
19	Install 8" Gate Valve and Well	6	BACH	\$3,300.00	0.00	0.00	6.00	19,800.00
20	Remove & Replace Short Side Service Curb Box 1 inch to 2 Inch	39	BACH	\$250.00	0.00	0.00	40.00	10,000.00
21	Service Transfers	66	BACH	\$450.00	0.00	0.00	70.00	31,500.00
22	1" to 2" Diameter Type K Copper	200	LFT	\$45.00	0.00	0.00	145.50	6,547.50
23	Remove Existing Fire Hydrant	4	BACH	\$200.00	0.00	0.00	4.00	800.00
24	Remove Existing Gate Valve and Well	4	BACH	\$400.00	0.00	0.00	4.00	1,600.00
25	Crossing Existing Watermains, Sewer, and Sewer Leads	5	BACH	\$200.00	0.00	0.00	0.00	0.00
26	Cast in Place Detectable, Tactile Warning Surfaces	32	SFT	\$25.00	0.00	0.00	40.00	1,000.00
27	Abandon Existing Water Main - Manistee/Burton	1	LSUM	\$2,000.00	0.00	0.00	0.00	0.00
28	Maintenance Gravel, Modified SP	250	TON	\$22.00	0.00	0.00	151.35	3,329.70
29	Salvage Sign, Modified SP	5	BACH	\$25.00	0.00	0.00	2.00	50.00
30	Service transfers (out of scope)	0	BACH	\$232.00	7.00	1,624.00	7.00	1,624.00
31	Remove & Replace Short Side Service Curb Box (out of scope)	0	BACH	\$73.00	2.00	146.00	2.00	146.00
32	Additional 8" fittings	0	BACH	\$600.00	7.00	4,200.00	7.00	4,200.00
33	Additional irrigation systems costs	0	LSUM	\$2,045.00	1.00	2,045.00	1.00	2,045.00

\$10,132.50

\$487,216.48

City of Oak Park 2015 Water Main Replacement Project M-609





CITY OF OAK PARK

**Carl Johnson, Director
Department of Finance**

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

MEMORANDUM

Date: January 26, 2016

To: Erik Tungate, City Manager

From: Carl Johnson

Re: 2nd Quarter Fiscal 2015/2016 Investment Report

The State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City at December 31, 2015. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity

A significant responsibility I assumed upon my arrival in the last week of July 2015 was to formulate an investment strategy to maximize investment return while insuring security of all funds. During the second quarter, the remaining funds available for longer-term investing were converted from cash to investments increasing long-term investments from \$4.793 million at September 30, 2015 to \$8.395 million at December 31, 2015. The City has also maximized the return on short-term cash by utilizing the Oakland County Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. Interest income for the months of July and August 2015 totaled \$2,502 while income for September through December 2015 totaled \$73,437 bringing the citywide total for the first six months of the fiscal year to \$75,939. The new investment strategy has significantly reduced the amount time spent monthly on investments by the treasurer's office and will continue to result in returns on overall investments five to six times higher than previous years.

City of Oak Park
Summary of Cash and Investments Held
December 31, 2015

	<u>Market Value</u>	<u>Book Value</u>	<u>% of Portfolio</u>	<u>Current Interest Rate</u>	<u>YTM @ Cost</u>	<u>Days to Maturity</u>
Cash						
Huntington Bank - Collection	\$ 2,568,666	\$ 2,568,666	9.62%	0.1500%	0.1500%	1
Huntington Bank - Accounts Payable	-	-	0.00%	0.1500%	0.1500%	1
Huntington Bank - Payroll	-	-	0.00%	0.1500%	0.1500%	1
Huntington Bank - 2012 Refunding Bonds	107,099	107,099	0.40%	0.1500%	0.1500%	1
Huntington Bank - 2006 Road Bonds	-	-	0.00%	0.1500%	0.1500%	1
Huntington Bank - Municipal Facility Bonds	598,147	598,147	2.24%	0.1500%	0.1500%	1
Government Securities						
FFCB Fixed Bond - matures 9/3/19	1,000,030	1,000,000	3.75%	1.6300%	1.6300%	1397
FHLB Step Bond - matures 7/29/20	500,135	500,000	1.87%	1.2500%	2.2000%	1671
FFCB Fixed Bond - matures 1/8/21	1,000,050	999,609	3.74%	1.9900%	1.9900%	1835
FHLB Step Bond - matures 10/29/20	1,000,320	1,000,000	3.75%	1.5000%	1.8400%	1762
Municipal Bonds						
Williamston Mich Comm Schools - matures 5/1/19	760,118	763,207	2.86%	2.3970%	2.3500%	1218
Williamston Mich Comm Schools - matures 5/1/20	1,016,560	1,017,975	3.81%	2.6670%	2.6200%	1583
Whitmore Lake Mich Pub Sch Dist - matures 5/1/21	501,695	509,688	1.91%	2.7490%	2.7000%	1948
Lake Orion Mich Comm Sch Dist - matures 5/1/20	249,470	253,763	0.95%	2.1120%	1.7500%	1583
Reeths-Puffer Mich Schs - matures 5/1/20	291,009	292,735	1.10%	2.2480%	2.0200%	1583
Reeths-Puffer Mich Schs - matures 5/1/21	251,163	253,301	0.95%	2.5740%	2.3100%	1948
Reeths-Puffer Mich Schs - matures 5/1/21	251,163	253,301	0.95%	2.5740%	2.3100%	1948
South Lyon Mich Comm Schools - matures 5/1/23	49,956	51,435	0.19%	2.8900%	2.4600%	2678
Certificate of Deposits						
American Express Centr - matures 11/13/18	497,130	500,000	1.87%	1.6500%	1.6500%	1047
American Express Centr - matures 11/12/19	496,695	500,000	1.87%	2.0000%	2.0000%	1411
American Express Centr - matures 11/12/20	496,050	500,000	1.87%	2.2500%	2.2500%	1776
Investment Pool						
Oakland County Investment Pool	<u>15,026,877</u>	<u>15,026,877</u>	<u>56.29%</u>	0.4283%	0.9748%	1
Total	<u>\$ 26,662,333</u>	<u>\$ 26,695,803</u>	<u>100.00%</u>			



CITY OF OAK PARK

Carl Johnson, Director
Department of Finance

Paul Levine
Council Members
Michael M. Seligson
Carolyn Burns
Klesha Speech
City Manager
Erik Tungate

MEMORANDUM

Date: January 27, 2016

To: Erik Tungate, City Manager

From: Carl Johnson

Re: 2nd Quarter Budget to Actual Report, General Fund

The purpose of this memorandum is to highlight fiscal year-to-date revenue and expenditure activity through the second quarter ending December 31, 2015 (see attached report for budget-to-actual by department activity for the General Fund only). The proposed second quarter budget amendment on the February 1, 2016 council meeting is not included in the attached report. Through the second quarter, generally, revenues and expenditures should represent 50% of the annual budget.

GENERAL FUND

REVENUES

Total revenues through the second quarter total approximately \$15.0 million, representing approximately 72% of the annual budget. Overall revenues are on track with budget (including the minor adjustments included in the proposed amendment) with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2015. As of the end of the first quarter approximately 90% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2016. Property tax revenue is the primary reason the overall revenues are at 72% to date.
- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The second quarter report reflects two fiscal 2016 payments as the August 31, 2015 payment by statute is included as part of the June 30, 2015 revenues. The City will receive the remaining four payments on

February 28, April 30, June 30 and August 31 (2016) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,309,894.

- The City receives cable franchise fees on a quarterly basis estimated at \$605,876 for the current fiscal year. The second quarter remittances will be received during January 2016.
- Fines and forfeiture revenue received from the district court is budgeted for a total of \$1,788,404 of which \$917,305 or 51.3% was received through the second quarter. The revenue received is used to offset a portion of the court's operating costs.

EXENDITURES

Total expenditures through the second quarter total approximately \$8.8 million, representing approximately 42% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 50%):

- City Managers Department has requested a budget amendment to address the increase in salary costs related to the contract incentive paid in December and the increase in costs related to new employee testing. Payment of annual membership dues during the first half of the fiscal year also results in a higher expenditure percentage to date.
- DPW Administration has requested a budget amendment to address the increase in salary costs related to the contract incentive paid in December.
- Senior Services Department has requested a budget amendment to address the increase in salary costs related to the contract incentive paid in December.
- Non Departmental Department is running lower than budget due to the timing of the annual contributions related to OPEB and the Public Safety Pension System.

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

01/27/2016

REVENUE AND EXPENDITURE REPORT FOR CITY OF OAK PARK
 PERIOD ENDING 12/31/2015
 % Fiscal Year Completed: 90.27

GL NUMBER	END BALANCE 06/30/2015 NORM (ABNORM)	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenue						
00.000-NONE	17,494,172.08	17,371,729.00	17,757,270.00	12,269,295.07	5,487,974.93	69.09
17.345-PUBLIC SAFETY	2,722,403.49	3,081,831.00	3,081,831.00	2,758,959.90	322,871.10	89.52
TOTAL Revenue	20,216,575.57	20,453,560.00	20,839,101.00	15,028,254.97	5,810,846.03	72.12
Expenditures						
10.101-COUNCIL AND MAYOR	53,060.76	91,519.00	93,001.00	31,953.53	61,047.47	34.36
11.172-CITY MANAGER	505,486.30	421,273.00	446,564.00	240,853.92	205,710.08	53.93
11.611-COMMUNITY DEVELOPMENT	163,770.26	190,803.00	190,803.00	89,921.06	100,881.94	47.13
12.258-MAGEMENT INFORMTN SERVICE	286,883.93	346,509.00	356,433.00	162,466.47	193,966.53	45.58
13.210-CITY ATTORNEY	243,818.75	233,000.00	293,000.00	135,091.75	157,908.25	46.11
13.229-PROSECUTING ATTORNEY	59,400.00	52,400.00	62,400.00	31,200.00	31,200.00	50.00
14.191-ELECTIONS	363,982.26	225,369.00	225,569.00	84,726.99	140,842.01	37.56
14.215-CITY CLERK	151,493.36	166,071.00	166,071.00	55,660.91	110,410.09	33.52
15.201-FINANCE & ADMIN SERVICES	945,755.04	948,910.00	959,284.00	457,455.42	501,828.58	47.69
16.371-INSPECTIONS	522,732.28	661,889.00	727,075.00	260,641.25	466,433.75	35.85
16.401-TECH & PLANNING ADMIN.	115,959.87	118,650.00	135,528.00	60,740.23	74,787.77	44.82
16.447-ENGINEERING	35,358.69	47,154.00	45,746.00	16,084.55	29,661.45	35.16
16.448-STREET LIGHTING	449,361.64	475,000.00	475,000.00	146,192.14	328,807.86	30.78
16.691-PLANNING	0.00	49,240.00	0.00	0.00	0.00	0.00
17.345-PUBLIC SAFETY	8,431,385.30	8,313,052.00	8,561,886.00	4,217,762.28	4,344,123.72	49.26
18.265-BUILDING MAINTENANCE	500,809.99	618,219.00	618,394.00	146,047.22	472,346.78	23.62
18.441-DPW ADMINISTRATION	9,313.52	12,941.00	13,260.00	7,651.17	5,608.83	57.70
18.443-SHEPHERD PARK	22,582.11	51,651.00	51,729.00	8,088.19	43,640.81	15.64
18.444-OTHER PARKS FORESTRY	42,155.10	61,734.00	61,748.00	30,649.03	31,098.97	49.64
19.752-RECREATION ADMINISTRATION	268,980.76	295,499.00	280,466.00	110,799.11	169,672.89	39.50
19.753-ATHLETICS	61,892.03	57,242.00	49,763.00	7,701.38	42,061.62	15.48
19.754-OUTDOOR ACTIVITIES	34,159.44	97,310.00	83,621.00	22,976.05	60,644.95	27.48
19.755-INSTRUCTIONAL ACTIVITIES	24,240.06	25,000.00	25,000.00	4,605.93	20,394.07	18.42
19.756-SPECIAL RECREATION EVENTS	15,843.90	25,275.00	25,275.00	7,171.47	18,103.53	28.37
19.757-SWIMMING POOL FACILITY	76,699.02	89,716.00	89,716.00	39,756.10	49,959.90	44.31
19.776-SENIOR SERVICES	88,586.85	95,646.00	116,558.00	59,284.54	57,273.46	50.86
21.890-NON DEPARTMENTAL	6,058,571.36	7,364,243.00	6,539,962.00	2,267,879.93	4,272,082.07	34.68
22.806-PUBLIC INFORMATION CABLE	160,260.79	151,041.00	145,249.00	54,868.67	90,380.33	37.78
TOTAL Expenditures	19,692,537.37	21,256,356.00	20,839,101.00	8,758,223.29	12,080,877.71	42.03
Fund 101 - GENERAL FUND:						
TOTAL REVENUES	20,216,575.57	20,453,560.00	20,839,101.00	15,028,254.97	5,810,846.03	72.12
TOTAL EXPENDITURES	19,692,537.37	21,256,356.00	20,839,101.00	8,758,223.29	12,080,877.71	42.03
NET OF REVENUES & EXPENDITURES	524,038.20	(802,796.00)	0.00	6,270,031.68	(6,270,031.68)	100.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 1, 2016

AGENDA #

SUBJECT: Approval of resolution to authorize Budget Amendment #2016-2

DEPARTMENT: Finance

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

The second quarter budget amendment is attached for the General Fund and is also summarized below.

GENERAL FUND	
Audited Beginning Fund Balance July 1, 2015	\$ 3,430,752
Net Amended Budget through November 2, 2015	0
Net Change in Fund Balance (Amendment #2016-2)	0
Estimated Ending Fund Balance June 30, 2015	<u>\$ 3,430,752</u>

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

- The budget for real property tax chargebacks from Oakland County totaling \$100,000 was moved from an expenditure account to a contra revenue to follow governmental accounting rules of netting it for financial statement purposes.
- Part of the agreement which extended the various union contracts, a one-time \$1000 incentive payments was made to all full-time employees in December 2015. The incentive payment and the related payroll taxes were included in each department's proposed amendment.
- The City's Motor Pool Internal Service Fund is funded by charges to all departments and funds based on actual usage (except for the public safety department). The City budgets a "contribution" to the Motor Pool Fund related to estimated public safety usage on an annual

basis. The contribution of \$305,589 is proposed to be moved from the non-departmental department to the public safety department to reflect the costs in the proper department.

- The contingencies budget of \$113,516 was removed as there are no planned expenditures for this department.

FINANCIAL STATEMENT: The proposed budget amendment has no net impact on the fund balance of General Fund keeping the estimated fund balance at approximately 15% of annual revenues.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2016-2

APPROVALS:

City Manager: _____

Finance Director:  _____

Resolution

**NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2016-2 is authorized:**

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
TAX AND TAX RELATED	\$ (100,000)
INTEREST	568
OTHER REVENUE	(10,000)
CHARGES TO OTHER FUNDS	<u>2,382</u>
TOTAL REVENUES	(107,050)
EXPENDITURES	
LEGISLATIVE	3,230
ADMINISTRATIVE	8,633
COMMUNITY & ECONOMIC DEVELOPMENT	1,615
CITY CLERK - ADMINISTRATIVE AND RECORDS	1,615
CITY CLERK - ELECTIONS	1,615
FINANCE	9,689
PUBLIC SAFETY	365,873
TECHNICAL AND PLANNING	9,150
RECREATION	2,154
PUBLIC WORKS	1,077
INFORMATION TECHNOLOGY	1,077
PUBLIC INFORMATION	6,327
NON-DEPARTMENTAL	<u>(519,105)</u>
TOTAL EXPENDITURES	<u>(107,050)</u>
Net Increase to fund Balance	<u>\$ -</u>

City of Oak Park
Proposed Budget Amendments
December 31, 2015

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Description</u>
General Fund			
101-00.000-420.000	Del Pers Prop Tax - P/Y	\$ (100,000)	Moved from expenditure dept. 21.890
101-00.000-644.000	Interest Income	568	Increase to actual revenue to date
101-00.000-685.000	Right of way use fee	(10,000)	Reduce to prior years actual receipt
101-00.000-699.202	Transfer In - Major Streets	<u>2,382</u>	Adjust to max admin transfer from Major Streets
Total Revenue Increase (Decrease)		(107,050)	
101-10.101-958.000	Memberships, Dues and Subscriptions	3,230	SEMCOG annual membership
101-11.172-702.000	Salaries & Wages	5,000	Contract settlement incentive
101-11.172-718.000	Social Security Insurance	383	Contract settlement Incentive
101-11.172-804.000	Employee Recruitment & Testing	3,250	Increase in costs due to number of new employees
101-11.611-702.000	Salaries & Wages	1,500	Contract settlement incentive
101-11.611-718.000	Social Security Insurance	115	Contract settlement Incentive
101-12.258-702.000	Salaries & Wages	1,000	Contract settlement incentive
101-12.258-718.000	Social Security Insurance	77	Contract settlement Incentive
101-14.191-702.000	Salaries & Wages	1,500	Contract settlement Incentive
101-14.191-718.000	Social Security Insurance	115	Contract settlement Incentive
101-14.215-702.000	Salaries & Wages	1,500	Contract settlement Incentive
101-14.215-718.000	Social Security Insurance	115	Contract settlement Incentive
101-15.201-702.000	Salaries & Wages	9,000	Contract settlement Incentive
101-15.201-718.000	Social Security Insurance	689	Contract settlement Incentive
101-16.371-702.000	Salaries & Wages	6,000	Contract settlement Incentive
101-16.371-718.000	Social Security Insurance	459	Contract settlement Incentive
101-16.401-702.000	Salaries & Wages	2,000	Contract settlement Incentive
101-16.401-718.000	Social Security Insurance	153	Contract settlement Incentive
101-16.447-702.000	Salaries & Wages	500	Contract settlement Incentive
101-16.447-718.000	Social Security Insurance	38	Contract settlement Incentive
101-17.345-702.000	Salaries & Wages	56,000	Contract settlement Incentive
101-17.345-718.000	Social Security Insurance	4,284	Contract settlement Incentive
101-17.345-940.000	Rentals - Motor Pool Utilization	305,589	Move budget from dept. 21.890
101-18.441-702.000	Salaries & Wages	1,000	Contract settlement Incentive
101-18.441-718.000	Social Security Insurance	77	Contract settlement Incentive
101-19.752-702.000	Salaries & Wages	1,000	Contract settlement Incentive
101-19.752-718.000	Social Security Insurance	77	Contract settlement Incentive
101-19.776-702.000	Salaries & Wages	1,000	Contract settlement Incentive
101-19.776-718.000	Social Security Insurance	77	Contract settlement Incentive
101-21.890-961.001	Contingencies	(113,516)	Remove budget with no planned expenditures
101-21.890-964.000	Prior Year/MTT Tax Refunds	(100,000)	Move to contra revenue account
101-21.890-999.654	Transfer to Motor Pool	(305,589)	Move to dept. 17.345
101-22.806-702.000	Salaries & Wages	1,000	Contract settlement Incentive
101-22.806-718.000	Social Security Insurance	77	Contract settlement Incentive
101-22.806-900.000	Printing and Publications	<u>5,250</u>	Increase to prior years actual cost for Branch, calendar
Total Expenditure Increase (Decrease)		(107,050)	
Net Increase (Decrease) to Fund Balance		\$ -	