



**CITY OF OAK PARK, MICHIGAN  
REGULAR COUNCIL MEETING OF THE  
36<sup>th</sup> OAK PARK CITY COUNCIL  
March 6, 2017  
7:00 PM**

**MINUTES**

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

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

**ABSENT:** Council Member Speech (Excused due to illness)

**OTHERS**

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

**APPROVAL OF AGENDA:**

**CM-03-082-17 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS  
SUBMITTED – APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the agenda as submitted.

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

**MOTION DECLARED ADOPTED**

**CONSENT AGENDA:**

**CM-03-083-17 (AGENDA ITEM #5A-H) CONSENT AGENDA - APPROVED**

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

- A. Regular Council Meeting Minutes of February 20, 2017 **CM-03-084-17**
- B. Special Council Meeting Minutes of February 20, 2017 **CM-03-085-17**
- C. Corridor Improvement Authority Board Meeting Minutes of December 15, 2016  
**CM-03-086-17**
- D. Recreation Advisory Board Meeting Minutes of January 18, 2017 **CM-03-087-17**
- E. Communications Commission Meeting Minutes of May 18, 2016, June 15, 2016, July 20,  
2016, August 17, 2016, September 21, 2016, October 19, 2016 and November 16, 2016  
**CM-03-088-17**
- F. Ethnic Advisory Commission Meeting Minutes of July 14, 2016, September 8, 2016,  
October 13, 2016 and November 10, 2016 **CM-03-089-17**

- G. Arts and Cultural Commission Meeting Minutes of June 22, 2016, July 27, 2016, August 24, 2016, September 28, 2016, October 26, 2016 and December 7, 2016 **CM-03-090-17**  
 H. Licenses - New and Renewals as submitted for March 6, 2017 **CM-03-091-17**

**MERCHANT'S LICENSES – March 6, 2017**  
**(Subject to All Departmental Approvals)**

<b><u>NEW MERCHANT</u></b>	<b><u>ADDRESS</u></b>	<b><u>FEE</u></b>	<b><u>BUSINESS TYPE</u></b>
Hair Mood Salon	26035 Coolidge	\$150	Salon
Carol's with Care Learning	10750 Nine Mile	\$150	Day Care
UBER Technologies	13331 Ten Mile	\$150	Trans. Service
<b><u>RENEWALS</u></b>	<b><u>ADDRESS</u></b>	<b><u>FEE</u></b>	<b><u>BUSINESS TYPE</u></b>
Quality Rest. Equip. Masters	8700 Capital	\$150	Restaurant Equip.
Huntington Cleaners	8775 Capital	\$150	Dry Cleaners
Personal Uniform Service	10100 Capital	\$150	Uniform Supplier
Auto Metal Craft Inc	10230 Capital	\$150	Sheet Metal Fab.
Superior Electric Co	10280 Capital	\$150	Electrical Contractor
Excell Snow & Turf Maint	11000 Capital	\$150	Landscaper
Auto Metal Craft Inc	12721 Capital	\$150	Sheet Metal Fab.
Universal Piping Industries	12900 Capital	\$150	Specialty Contractor
Universal Piping Industries	12930 Capital	\$150	Specialty Contractor
Image One Corporation	13201 Capital	\$150	Printer
Kerr Pump and Supply	12880 Cloverdale	\$150	Supplier
Detroit Auto Electric	21040 Coolidge	\$150	Automotive
Honore Holdings LLC	21400 Coolidge	\$150	Real Estate Mgmt.
E-Zee Set Wood Products	21650 Coolidge	\$150	Wholesale Manuf.
Love Nail & Spa	22118 Coolidge	\$150	Salon
Sunugal Hair Braiding	22131 Coolidge	\$150	Salon
Mercury Drugs	22150 Coolidge	\$225	Pharmacy
Grace Fashion	23059 Coolidge	\$187.50	Clothing Store
Professional Beauty Center	23150 Coolidge	\$150	Salon
B's Vanity Hair Salon	25595 Coolidge	\$187.50	Salon
Deborah Hecht Inc	25907 Coolidge	\$150	Art Studio
Goldies	13630 Eight Mile	\$150	Jeweler
Cash Now X	13720 Eight Mile	\$150	Bank Services
Mattress Wholesale	14510 Eight Mile	\$150	Home Furnishings
Family Cosmetic Dentistry	13741 Eleven Mile	\$150	Dentist
Addixion LLC	14701 Eleven Mile	\$150	
Hersch's Lawn Spray	15431 Eleven Mile	\$150	Lawn Care
Taco Bell	21350 Greenfield	\$150	Restaurant
Ram Jewelry Inc	21600 Greenfield #105A	\$150	Jeweler
Step Into the Trend Inc	21700 Greenfield #105	\$150	Boutique
Hazy Institute of Learning	21700 Greenfield #264	\$150	Educational Service
Sam's Diamond/Best Jewelers	21700 Greenfield #323	\$150	Jeweler
Azar Jewelry	21700 Greenfield #368	\$150	Jeweler
Diamond Island of Greenfield	21700 Greenfield #390	\$150	Jeweler
Perfect Eyebrow Threading	21700 Greenfield #455	\$150	Salon
Metro PCS	21830 Greenfield #101	\$150	Cellular
Building Technology Assoc	21850 Greenfield	\$150	Comm. Roof Mgmt.
Top's Fashion and Braiding	21910 Greenfield #105	\$187.50	Salon
Pinewood Dental	21950 Greenfield	\$150	Dental

Findings Outlet Inc	21990 Greenfield #100	\$150	Jeweler Supplies
Autozone #4365	22150 Greenfield	\$150	Automotive Supplies
The Healthy Hair Gallery Intl	23300 Greenfield #215	\$150	Salon
Nails by Slim	23300 Greenfield #225	\$150	Salon
Image Xprezzion LLC	24740 Greenfield	\$150	Salon
Sunoco	25000 Greenfield	\$150	Service Station
Hewson Van Hellemont PC	25900 Greenfield #650	\$150	Law Firm
Eddie's Gourmet	25920 Greenfield	\$150	Restaurant
Daniel S Lazar DPM	26106 Greenfield A	\$150	Podiatrist
ALDI Inc #88	26300 Greenfield	\$150	Grocery
Dale Prentice Company	26511 Harding	\$150	Engineering
B C & F Tool Company	26670 Harding	\$150	Precision Manuf.
JTS Design Jewelry	15075 Lincoln #119	\$150	Jeweler
Hydrofox – Intl Trade Consul	8775 Nine Mile	\$150	Hydroponics Garden
AA1 Appliances	10400 Nine Mile	\$150	Appliance Retailer
Shontaes 2 Salon	10760 Nine Mile	\$150	Salon
Oak Park Center for P. Therapy	12702 Nine Mile	\$150	Rehabilitation
Coolidge Café #1 LLC	13400 Nine Mile	\$150	Restaurant
CSL Plasma Inc.	13770 Nine Mile	\$150	Plasma Donation Ctr.
Gobind L Garg MD PLLC	13801 Nine Mile	\$150	Medical
Papa's Pizza	15400 Nine Mile	\$150	Restaurant
Parkwood Open Imaging	13161 Ten Mile	\$150	MRI Imaging
Shoe Rack Outlet	13291 Ten Mile	\$150	Shoes / Fashion
U Wash Development	15450 Ten Mile	\$150	Car Wash

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

**MOTION DECLARED ADOPTED**

**RECOGNITION OF VISITING ELECTED OFFICIALS:**

Oak Park School Board member Menachem Hojda reported on activities pertaining to Oak Park Schools and introduced new board member Al Smith.

**SPECIAL RECOGNITION/PRESENTATIONS:**

**(AGENDA ITEM #7A) City Manager Employee Recognition.** City Manager Tungate presented an Employee Recognition Award to Recreation Director Laurie Stasiak.

**(AGENDA ITEM #7B)** Mayor McClellan administered the Oath of Office to newly appointed Board and Commission members as follows:

Michella Perry	Beautification Advisory Commission
Talessa Anderson	Building Board of Appeals
Roselyn McKay	Communications Commission
Zakiya Hollifield	Local Officers Compensation Commission

**PUBLIC HEARINGS:** None

**COMMUNICATIONS:** None

**SPECIAL LICENSES:** None

**ACCOUNTING REPORTS:**

**CM-03-092-17 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF AN INVOICE SUBMITTED BY SECREST, WARDLE, LYNCH, HAMPTON, TRUEX & MORLEY, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$5,584.80 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of Invoice #1302505 as submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. for legal services in the total amount of \$5,584.80.

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

**MOTION DECLARED ADOPTED**

**BIDS:**

**CM-03-093-17 (AGENDA ITEM #12A) REQUEST TO REJECT THE ONLY BID AND RE-ADVERTISE FOR BIDS THE 2017 JANITORIAL SERVICES CONTRACT, M-662 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to reject the only bid and re-advertise for bids the 2017 Janitorial Services Contract, M-662.

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

**MOTION DECLARED ADOPTED**

Assistant City Manager Yee indicated that bids were opened on February 10, 2017 for the 2017 Janitorial Services Contract, M-662. The only bidder, Kristel Group, Inc., submitted a bid of \$127,836.00. The other 8 vendors that attended the mandatory walk through were contacted and all were still interested in bidding the project but did not make the deadline for a variety of reasons. Mr. Yee indicated obtaining more than one bid is desirable. City attorney Duff clarified that rejecting the bid and rebidding the project is allowed per the bidding specifications.

**CM-03-094-17 (AGENDA ITEM #12B) BID AWARD FOR THE 2017 WATER MAIN REPLACEMENT PROJECT, M-649 TO AIELLI CONSTRUCTION COMPANY, INC. OF SHELBY TOWNSHIP, MI FOR THE TOTAL AMOUNT OF \$554,174.00 AND TO EXTEND THE UNIT PRICES FOR THE PROJECT TO REPLACE THE WATER MAIN ON LABELLE STREET FROM COOLIDGE TO JUST WEST OF KIPLING FOR AN ADDITIONAL AMOUNT OF \$212,824.00 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to award the bid for the 2017 Water Main Replacement Project, M-649 to Aielli Construction Company, Inc. of Shelby Township, MI for the total amount of \$554,174.00 and to extend the unit prices for the project to replace the water main on Labelle Street from Coolidge to just west of Kipling for an additional amount of \$212,824.00.

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

**MOTION DECLARED ADOPTED**

Mr. Yee reported that at the February 6, 2017 regular meeting of the Oak Park City Council, the request to bid the 2017 Water Main Replacement Project, M-649 was approved (CM-02-046-17). The project was advertised and 83 contractors viewed the documents. On February 27, 2017, fifteen (15) bids were received and opened. The low bidder, Aielli Construction Company of Shelby Township, MI, submitted a bid of \$554,174.00. References were checked and all had positive responses. This project will replace the water mains on Kipling between Nine Mile and Kenwood and on Harding from Nine Mile to Pearson.

Mr. Yee explained that since the bids were well below the budgeted amount, the contractor was asked if they would extend their unit prices to replace a problematic section of water main on Labelle from Coolidge to just west of Kipling. Aielli Construction Company is willing to extend their unit prices so the department is requesting to add this section of water main replacement at a cost of \$212,824.00. This would bring the total cost to \$766,998.00.

**ORDINANCES:** None

**CITY ATTORNEY:**

**CM-03-095-17 (AGENDA ITEM #14A) RESOLUTION APPROVING THE REQUEST FROM MCIMETRO ACCESS TRANSMISSION SERVICES CORPORATION D/B/A VERIZON ACCESS TRANSMISSION SERVICES FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following resolution approving the request from MCImetro Access Transmission Services Corporation d/b/a Verizon Access Transmission Services for extension of Metro Act Right of Way Permit:

**CITY OF OAK PARK  
RESOLUTION TO APPROVE REQUEST FROM  
MCImetro ACCESS TRANSMISSION SERVICES CORPORATION d/b/a  
VERIZON ACCESS TRANSMISSION SERVICES  
FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT**

WHEREAS, on April 4, 2006, the City of Oak Park issued a METRO Act Right-of-Way Telecommunications Permit to MCImetro Access Transmission Services, LLC (“MCImetro”); and

WHEREAS, the term of the Permit was five years and expired on April 4, 2011; and

WHEREAS, on March 8, 2011, the City of Oak Park approved a renewal of the Permit for five years, expiring on April 4, 2016; and

WHEREAS, MCImetro has submitted a request to extend the Permit for an additional five year term to end on April 4, 2021; and

WHEREAS, the City is aware of no reason to deny the request to extend the Permit for five years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Park, Oakland County, Michigan, that:

1. The request by MCImetro for an extension of their METRO Act Permit through April 4, 2021 is hereby approved.
2. The City Manager is authorized and directed to execute the METRO Act Right of Way Permit Extension, in substantially the form attached hereto.
3. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

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

**MOTION DECLARED ADOPTED**

**CM-03-096-17 (AGENDA ITEM #14B) RESOLUTION EXCLUDING MEDICAL MARIJUANA FACILITIES AUTHORIZED PURSUANT TO PA 281 ET SEQ. OF 2016 - APPROVED**

Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to approve the following resolution excluding medical marijuana facilities authorized pursuant to PA 281 et seq. of 2016:

**CITY OF OAK PARK  
RESOLUTION EXCLUDING MEDICAL MARIJUANA FACILITIES AUTHORIZED  
PURSUANT TO PA 281 ET SEQ. OF 2016**

*RESOLUTION PROHIBITING THE ESTABLISHMENT OF ANY BUSINESSES OR INDIVIDUAL PROPRIETOR-SHIPS LOCATED WITHIN THE CITY OF OAK PARK FOR THE PARTIAL OR EXCLUSIVE PURPOSE OF GROWING AND/OR DISTRIBUTING MEDICAL MARIJUANA AUTHORIZED PURSUANT TO PA 281 ET SEQ. OF 2016.*

WHEREAS, the Michigan legislature has enacted Public Act 281 et seq. of 2016 to license and regulate medical marijuana growers, processors, provisioning centers, secure transporters, and compliance facilities; and

WHEREAS, pursuant to the Michigan Zoning Enabling Act, 2006 PA 110, the Home Rule City Act, 1909 PA 279 and the Michigan Medical Marijuana Licensing Act, 2016 PA 281 et seq., the City of Oak Park (“City”) has the authority to establish reasonable regulations concerning certain uses of property related to medical marijuana to protect the public health, safety and welfare and in a manner consistent with the referenced Acts; and

WHEREAS, The Oak Park City Council has determined that it is in the best interest to protect the health, safety, and welfare of City residents to not permit any marijuana facilities authorized pursuant to PA 281 et seq. of 2016 in the City of Oak Park; and

WHEREAS, the City wishes to resolve its declaration that marijuana facilities authorized pursuant to PA 281 et seq. of 2016 are not permitted in the jurisdiction.

NOW, THEREFORE, the City Council of the City of Oak Park, Oakland County, Michigan resolves as follows:

THEREFORE, BE IT RESOLVED that the City of Oak Park declares that medical marijuana facilities authorized pursuant to PA 281 et seq. of 2016 are not permitted in the City of Oak Park and that the City Clerk is hereby directed to file a copy of this Resolution with the State of Michigan Secretary of State and Department of Licensing and Regulatory Affairs to provide notice of the declaration set forth in this Resolution.

Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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

**AMOTION DECLARED ADOPTED**

**(AGENDA ITEM #15C) Civil Infractions update.** City Attorney Duff reported that work continues on amending ordinances to implement a civil infractions program for the city with a target date for review at the April 3, 2017 City Council Meeting.

**CITY MANAGER:**

**Administration**

**CM-03-097-17**

**(AGENDA ITEM #15A) RESOLUTION APPROVING LEASE OF PREMISES AT 13650 OAK PARK BLVD., SUITE A TO HATZALAH OF MICHIGAN - APPROVED**

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to approve the following resolution approving lease of premises at 13650 Oak Park Blvd., Suite A to Hatzalah of Michigan:

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF OAK PARK

A RESOLUTION OF THE OAK PARK CITY COUNCIL  
TO APPROVE THE LEASE OF CITY PROPERTY LOCATED AT 13650 OAK PARK BLVD., STE A,  
TO HATZALAH OF MICHIGAN

WHEREAS, Section 2.3 of the Oak Park City Charter vests with the city the power to provide for the leasing and disposal of city property subject to any restrictions placed thereon by statute of the Charter ; and

WHEREAS, the authority to contract on behalf of the city is vested with the council and shall be exercised in accordance with the provisions of statute and the Charter; and

WHEREAS, any lease of city owned property is subject to an affirmative vote of four or more members of the council, with fair consideration as determined by the council; and

WHEREAS, Hatzalah of Michigan, a Michigan non-profit Corporation, has submitted a request to lease city owned property at 13650 Oak Park Blvd., Ste A, for use as an office space for the sum of \$9,910.00 per year, payable in equal monthly installments of \$825.83, inclusive of all utility services for the premises, including water, sewer, gas, and electricity, with the proposed lease terms attached hereto as an addendum;

WHEREAS, the proposed lease term is twelve (12) months, with the option to request renewal of the lease annually subject to the approval of city council;

NOW THEREFORE BE IT RESOLVED:

1. The City Council hereby authorizes the lease of city property known as 13650 Oak Park Blvd., Ste A, Oak Park, MI for the sum of \$9,910.00 per year, payable in equal monthly installments of \$825.83 (\$10 per square foot annually for 991 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity. The approved lease terms are attached hereto as an addendum.
2. The City Council has determined that the proposed rental rate for the premises of \$9,910.00 per year, payable in monthly installments of \$825.83 per month, represents fair consideration for Hatzalah of Michigan's possession of the premises for a period of twelve (12) months;
3. That based upon the foregoing findings and determinations, the proposed lease terms attached hereto as an Addendum appear to be in the best interest of the City, and the City Council approves the execution of the attached lease by the City Manager on behalf of the City of Oak Park, copies of which are attached to this resolution.
4. That any renewal of the lease beyond the twelve month period shall be subject to the approval of the City Council as required by Section 13 of the Charter.
5. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

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

**MOTION DECLARED ADOPTED**



**Department of Public Works**

**CM-03-098-17 (AGENDA ITEM #15B) AGREEMENT WITH DTE ENERGY FOR THE LED STREET LIGHTING CONVERSION FOR THE TOTAL AMOUNT OF \$625,969.00 SUBJECT TO REVIEW BY THE CITY ATTORNEY - APPROVED**

Motion by Radner, seconded by Rich, CARRIED, to approve the following agreement with DTE Energy for the LED street lighting conversion for the total amount of \$625,969.00 subject to review by the City Attorney.

Roll Call Vote:            Yes:            McClellan, Radner, Rich  
                                  No:            Burns  
                                  Absent:        Speech

**MOTION DECLARED ADOPTED**

Mr. Yee reviewed the agreement from DTE Energy to convert 1,555 streetlights to LED. He explained the upfront cost to Oak Park is \$625,969.00, of which a rebate of \$45,790.15 will be received after construction. The annual savings will be \$143,421.81, providing for a 4.05 year payback of the construction costs. Funding is available in the General Fund's fund balance for this expenditure. DTE representatives were on hand to discuss the plan.

**Finance**

(AGENDA ITEM #15C) Interim Finance Director Crawford presented the following City of Oak Park Budget Calendar:

Internal

Finance compiles departmental salary and fringe benefits summaries	2/20/2017
Finance enters initial three year budget estimates in BSA	3/1 - 3/17/17
Department summary capital needs due	3/10/2017
Departmental three year budget projects available in BSA for review	3/21/2017
Department meetings with finance and City Manager	3/22 - 3/30/2017
Draft City Manager budget complete	4/10/2017

Public

City Manager gives Council budget update	4/19/2017
City Council budget review session	4/19/2017
City Council budget review session (if needed) / Council approves public hearing notice	5/1/2017
Budget public hearing noticed published	5/2/2017
Presentation of capital plan to planning commission	5/8/2017
Budget public hearing	5/15/2017
Final budget and millage rate adoption	5/15/2017

**Recreation**

**CM-03-099-17 (AGENDA ITEM #15D) INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF OAK PARK AND HAZEL  
PARK FOR RECREATIONAL PROGRAMS -  
APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following interlocal agreement between the City of Oak Park and Hazel Park for recreational programs:

**INTERLOCAL GOVERNMENTAL AGREEMENT  
FOR RECREATION PROGRAMS**

This Interlocal Governmental Agreement ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2017, is made between the City of Oak Park, a Michigan municipal corporation, whose address is 14000 Oak Park Boulevard, Oak Park, MI 48237 ("Oak Park") and Hazel Park, a Michigan municipal corporation, whose address is 111 E. Nine Mile Road, Hazel Park, MI 48030 ("Hazel Park").

**RECITALS**

A. Hazel Park and Oak Park are Michigan Home Rule Cities (individually referred to as "Municipality" and collectively referred to as "Municipalities") that are authorized separately by the Michigan Constitution and Michigan Statutes to operate recreational departments and related recreational programs.

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

B. Hazel Park and Oak Park have traditionally operated recreation programs for residents of their respective Municipalities which are supervised and operated by individuals employed by each respective Municipality.

Hazel Park and Oak Park mutually desire that the other Municipality offer certain recreation programs to their respective residents at resident rates, which are not currently available from their own Municipality, and consequently are currently willing to offer recreation programs at resident rates to residents of the other Municipality, which are not currently available within the other Municipality.

C. The Municipalities have mutually agreed to enter into this Agreement so that Hazel Park or Oak Park may offer and operate certain recreation programs on this cooperative basis in order to maximize the use of available public resources.

D. Pursuant to resolution of its governing bodies, the Municipalities each have the authority to enter into this Interlocal Governmental Agreement that will allow Hazel Park and Oak Park to offer various recreation programs to residents of the other Municipality at "resident" rates in order to be able to provide as wide a range of recreation programs to their residents at more affordable "resident rates" under the terms set forth below.

Based upon the foregoing statements, the Municipalities agree to the following terms, conditions, representations, consideration and acknowledgments and mutually agree as follows:

1. Representations Regarding Qualifications of Hazel Park Recreation Personnel. Hazel Park represents and Oak Park acknowledges that Hazel Park has recreation professionals with the qualifications, experience and abilities to offer and provide recreation services in accordance with customary recreation industry standards.

2. Representations Regarding Qualifications of Oak Park Recreation Personnel. Oak Park represents and Hazel Park acknowledges that Oak Park has recreation professionals with the qualifications, experience and abilities to offer and provide recreation services in accordance with customary recreation standards.

3. Provision of Recreation Programs to Other Municipality's Residents. Both Hazel Park and Oak Park, through their respective Recreation Departments, agree to provide certain recreation programs to residents of the other Municipality on the terms and conditions as set forth in this Agreement.

4. Programs to be offered by Oak Park Recreation. Oak Park Recreation will offer and provide Hazel Park residents with the following recreation programs at Oak Park resident rates (if applicable) at designated Oak Park locations:

- Use of municipal pool;
- Rental of Community Center rooms, park shelters and ball fields;
- Program registration;
- Senior programs and dues; and
- Additional offerings at the discretion of the Oak Park Recreation Director.

5. Programs to be offered by Hazel Park Recreation. Hazel Park Recreation will offer and provide Oak Park residents the following recreation programs at Hazel Park resident rates (if applicable) at designated Hazel Park locations:

- Program registration;
- Room rentals;
- Rental of park shelters and ball fields;
- Use of Hazel Park school pool;
- Senior dues and Programs; and
- Additional offerings at the discretion of the Hazel Park Recreation Director.

6. Programs to be Offered Jointly. Hazel Park and Oak Park each agree to offer and provide the following programs jointly at resident rates (if applicable) at locations to be designated by the Recreation Directors for each Municipality:

- Aquatic Program;
- United States Tennis Association Program;
- Youth Soccer;
- Dance program;
- Baseball;
- Basketball;
- Mother-Son event;
- Oakland County Parks Collaborative Events; and
- Additional offerings at the discretion of the respective Recreation Directors.

7. Terms of Offering Programs. Hazel Park and Oak Park each agree to offer to residents of the other Municipality the recreation programs specified in Sections 4, 5 and 6 of this Agreement upon the following terms:

a. Each Municipality shall offer the program to residents of the other Municipality based upon the availability of funding and staff.

b. Each Municipality may have one day of sign-up for an offered recreation program for its own residents prior to opening up sign-up by residents of the other Municipality. (After the first day sign-up, admission to the programs shall be offered on a first-come, first-served basis regardless of the applicant's residency).

c. Oak Park and Hazel Park shall offer the programs set forth in Sections 4, 5 and 6 of this Agreement to residents of the other Municipality at the same rate that is charged to its own residents.

d. Oak Park agrees to take online registration for Hazel Park residents for Programs to be offered jointly as specified in Section 6. The Administrative fee for online registration for Joint programs is 6% of the total transaction fee for Activenet and credit card use plus an additional \$2.00 charge, per transaction. Oak Park will remit to Hazel Park the Joint program fee less the Administrative fee after completed program registrations have been finalized.

e. Each Municipality shall be entitled to establish its own capacity for each program offered based upon funding resources and staff availability. (Neither Hazel Park nor Oak Park shall be required to add additional sessions or additional staff as a result of the offering and furnishing of recreation programs pursuant to this Agreement).

f. Each Municipality shall have the right to modify, reduce or eliminate the recreation program offerings under Sections 4, 5 or 6 to residents and non-residents based upon availability of funding and/or personnel, upon reasonable written notice of the Director of Recreation to the other Municipality's Director of Recreation, and provided the totality of the programs offered by and to each Municipality are substantially equal in quantity and quality.

g. Each Municipality and its personnel shall not discriminate against any applicant or participant in a recreation program offering pursuant to this Agreement on the basis of race, color, national origin, religion, disability, age, sex, height, weight, upon residency or marital status.

h. Each Municipality shall operate and supervise the operation of any Recreation Program it offers in accordance with its ordinances, policies, rules and regulations adopted or applicable to such Municipality, without regard to the residency of the applicant or participant.

i. All participants in the recreation program offered pursuant to this Agreement shall comply with all applicable ordinances, policies, rules and regulations of the program and any lawful orders of the personnel supervising the activities.

j. Each Municipality shall have the right to dismiss any participant of the recreation program for failing to abide by any applicable ordinances, policies, rules and regulations of the program and any lawful orders of the personnel supervising the activities.

8. Dispute Resolution. All program issues or interpretations, disputes, or any other issues arising from services performed in Hazel Park shall be resolved solely by the Hazel Park Recreation Director or his/her designee. All program issues or interpretations, disputes, or any other issues arising from services performed in Oak Park shall be resolved solely by the Oak Park Recreation Director or his/her designee.

9. Changes to the Programs Offered. Oak Park and Hazel Park agree that, upon request of the other Municipality's Director of Recreation, they shall meet to discuss reasonable changes to the scope of the shared programs, and the terms of the offered programs with a minimum of one yearly meeting. Oak Park and Hazel Park authorize their respective Director of Recreation to agree to changes to Sections 4, 5, and 6 pertaining to the programs offered and terms of offering programs, and such program changes shall be subject to the terms of this Agreement. All other changes to this Agreement shall be subject to approval of the governing bodies of both Municipalities.

10. Termination. This Agreement can be terminated by either Municipality for any reason, with a minimum ninety (90) days advance written notice to the other Municipality.

11. Promotional Materials for Programs. Each Municipality shall supply to the other all printed and digital materials that are required for promotion of recreation programs that are to be offered pursuant to this Agreement.

12. Compliance With Laws. Each Municipality represents to each other and agrees that all services performed under the terms of this Agreement shall be performed in accordance with all appropriate and applicable state laws and regulations and industry standards.

13. Term. This Agreement shall remain in effect until terminated by either Municipality, provided however, that the maximum term of this Agreement shall be ten (10) years, unless renewed or extended by the governing bodies of both Municipalities.

14. Non-Exclusivity. This Agreement shall not preclude the Municipalities from entering into similar agreements with other municipalities or governmental units for the furnishing of recreation programs to their respective residents.

15. Relationship of Municipalities. The Municipalities acknowledge that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Municipalities. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or program offered under this Agreement.

16. Wages and Benefits; Workers Compensation Disability. Each Municipality shall be responsible for the wages and fringe benefits of its employees. In addition, each Municipality shall be liable for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees and, if applicable, others working on its behalf.

17. Privilege and Immunities. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, which apply to the activity of officers, agents, or employees of either Municipality shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees under the provisions of this Agreement.

18. Liability. Each Municipality shall be liable for, defend, pay on behalf of, and hold harmless the other Municipality, its elected and appointed officials, employees and others working for it from any third party claims, demands, suits, or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of, related to, or is in any way connected with the offering and operation of the recreation programs performed by an employee pursuant to this Agreement. This duty to defend and hold harmless shall include reasonable attorney fees and costs.

19. Insurance, Self Insurance. Each Municipality acknowledges that it is currently insured (or self-insured) with proper coverage and limits. Each Municipality agrees to keep its current insurance, or insurance of a similar nature, in effect during all dates of Recreation Programs for either Hazel Park or Oak Park under this Agreement. A Municipality may satisfy this insurance obligation by participation in an established self-insurance program.

20. Certificate of Insurance or Self-Insurance. Within ten (10) days from the execution of this Agreement, each Municipality shall provide a Certificate of Insurance (or Self-Insurance), acceptable to the other Municipality, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by services performed by Hazel Park or Oak Park on behalf of the other Municipality. Each Municipality agrees to keep said insurance coverage (or self-insurance) in full force and effect for the term of this Agreement or any renewals thereof. Each Municipality shall submit to the other Municipality, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance

acceptable to the other Municipality. Any Certificate(s) of Insurance shall name the other Municipality as an additional insured and contain the following cancellation notice:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."

Either Municipality may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within twenty (20) days of a request due to a lapse in the insurance coverage (or self-insurance) required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically at any time such a lapse in coverage exists.

21. Report of Claims, Injuries or Damages. Each Municipality agrees that it will promptly deliver to the other Municipality written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that such Municipality becomes aware of and which involves its personnel and/or services its personnel have provided under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Municipalities agree to cooperate with one another in any investigation conducted by the other Municipality of any acts or performances of any Services under this Agreement.

22. Survival. The Municipalities agree that all hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.

23. Notice. Any written notice required or permitted under the Agreement shall be considered delivered to a Municipality as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Notice should be made when the City Recreation Director changes with an updated address. Unless specifically otherwise set forth in the Agreement, all notices sent to Hazel Park shall be sent to: Sareen Papakhian, City of Hazel Park Director of Recreation, 111 East Nine Mile Road, Hazel Park, MI 48030, with a copy to Janet Drumm, City Attorney, 111 E. Nine Mile Road, Hazel Park, MI 48030. All notices sent to Oak Park shall be sent to: Laurie Stasiak, City of Oak Park Recreation Director, 14300 Oak Park Boulevard, Oak Park, MI 48237, with a copy to Ebony L. Duff, City Attorney, 1155 Brewery Park Blvd., Suite 200, Detroit, MI 48207.

24. Entire Agreement. This Agreement sets forth the entire Agreement between the Municipalities. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Municipalities have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

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

26. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in a court of law whose jurisdiction includes Oakland County, Michigan.

27. **Incorporation of Recitals.** The Recitals shall be considered an integral part of this Agreement.

28. **No Implied Obligations.** Except as expressly otherwise provided, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to each Municipality's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

29. **Required Permits, Licenses, Etc.** Each Municipality shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all registrations, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Municipality shall furnish copies of any registrations, permits, licenses, certificates or governmental authorizations to the requesting Municipality.

30. **No Waiver.** No fact, failure or delay by a Municipality to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Municipality shall subsequently affect its right to require strict performance of this Agreement.

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

**MOTION DECLARED ADOPTED**

**CM-03-100-17 (AGENDA ITEM #15E) REQUEST TO ADVERTISE FOR BIDS FOR THE 2017 SWIMMING POOL REPAIR PROJECT, M-668 - APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to approve the request to advertise for bids for the 2017 Swimming Pool repair project, M-668.

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

**MOTION DECLARED ADOPTED**



Mr. Yee reported that plans and specifications are complete for the 2017 Swimming Pool Repair Project, M-668. This project will repair several areas of the pools surface as well as repair some underground piping and change out the sand filter element at the City's municipal swimming pool.

**CALL TO THE AUDIENCE:**

Joyce Bannon, 10611 Troy, commented on the recreation agreement that was approved.

Patrick Moore, 26420 Raine St., expressed his desire for the city to become a sanctuary city and also to support medical marijuana and renewable initiatives.

Andrew Cissell, 23260 Rensselaer, expressed support for medical marijuana establishments to be allowed in the city as well as initiatives that would require city buildings to be 100% renewable.

**CALL TO THE COUNCIL:** None

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:23 P.M.

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T. Edwin Norris, City Clerk

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Marian McClellan, Mayor