

Oak Park City Council Agenda

June 17, 2019





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
June 17, 2019
7:00 PM

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

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

- A. Regular Council Meeting Minutes of June 3, 2019
 - B. Special Council Meeting Minutes of June 3, 2019
 - C. Request to approve proposed Change Order No. 2 in the amount of (\$4,258.77) and Payment Application No. 2 in the total amount of \$83,541.23 to Taplin Group, LLC. of Kalamazoo, MI for the 2018 Sewer & Catch Basin Cleaning & TV Inspection Project, M-683
 - D. Payment of invoices from OHM Advisors for Bridge Enhancements and Technology Design for the Court Project in the total amount of \$7,051.00
 - E. Licenses - New and Renewals as submitted for June 17, 2019
6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 7. **SPECIAL RECOGNITION/PRESENTATIONS:**
Special recognition of Dr. Daveda Colbert, Superintendent of Oak Park School District
 8. **PUBLIC HEARINGS:** None
 9. **COMMUNICATIONS:** None
 10. **SPECIAL LICENSES:** None
 11. **ACCOUNTING REPORTS:**
 - A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$12,474.99
 - B. Approval for payment of an invoice submitted by Howard L. Shifman, P.C., for legal services retainer for July 1, 2019 thru September 30, 2019 in the total amount of \$18,000.00
 12. **BIDS:** None
 13. **ORDINANCES:**
 - A. Second reading and adoption of an ordinance to amend Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Section 82-313, Determination (Set the rates and charges to be imposed for the consumption and use of water and sewer services)
 - B. First reading of an ordinance to add Sections 2-326 through 2-340, Division 6. Traffic Safety Board, Chapter 2, Article III, of the Code of Ordinances, City of Oak Park

14. CITY ATTORNEY:

15. CITY MANAGER:

Department of Public Works

- A. Request to authorize the Public Works Department to participate in the Rochester Hills pre-bid contract to purchase a 2020 Freightliner Single Axle Dump Truck for the total amount of \$195,773.00

Technical & Planning

- B. Resolution supporting the grant application for Safe Routes to School Program

Economic Development and Communications

- C. Request to approve a façade improvement grant to Dallas Designs, 13831 Nine Mile Road, for an amount not to exceed \$2,500.00
- D. Request to approve a façade improvement grant to Good Health Pharmacy, 13821 Nine Mile Road, for an amount not to exceed \$1,400.00
- E. Request to approve a façade improvement grant to Motown Body Oil, 13807 Nine Mile Road, for an amount not to exceed \$1,660.00
- F. Request to approve a façade improvement grant to Shears in the Park, 13805 Nine Mile Road, for an amount not to exceed \$1,898.00

Finance

- G. Resolution authorizing Budget Amendment #2019-2

Human Resources

- H. Request to approve a professional services contract with BizLibrary for Employee Citywide Training for the annual amount of \$8,941.77 subject to final review by the City Attorney

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
37th OAK PARK CITY COUNCIL
June 3, 2019
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 Radner, Council Member Burns, Council Member Rich, Council Member Weiss

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-06-159-19 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-06-160-19 (AGENDA ITEM #5A-J) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of May 20, 2019 **CM-06-161-19**
- B. Request to appoint Kevin Yee as the representative and David DeCoster as the alternate representative to the SOCRRA Board for the fiscal year beginning July 1, 2019 **CM-06-162-19**
- C. Payment Application No. 1 for the 2018-2019 Water Main Replacement Project, M-675 to Macomb Pipeline & Utilities Company of Sterling Heights, MI for the amount of \$184,979.88 **CM-06-163-19**
- D. Payment Application No. 5 for the 2018 45th District Court Renovation Project, M-684, to Frank Rewold & Son, Inc., for the amount of \$378,958.45 **CM-06-164-19**
- E. Request to declare vehicles surplus to be sold by sealed bid, public auction, or for disposal at the lowest expense to the City in accordance with city policy **CM-06-165-19**
- F. Library Board Meeting Minutes of April 16, 2019 **CM-06-166-19**

- G. Beautification Advisory Commission Meeting Minutes of April 16, 2019 **CM-06-167-19**
- H. Corridor Improvement Authority Board Meeting Minutes of March 21, 2019 **CM-06-168-19**
- I. Request to cancel the June 10, 2019 Planning Commission Meeting **CM-06-169-19**
- J. Licenses - New and Renewals as submitted for June 3, 2019 **CM-06-170-19**

MERCHANT'S LICENSES – June 3, 2019
 (Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
HOOKAH 101	15401 W. NINE MILE	\$150.00	SMOKE SHOP/HOOKAH PRODUCTS/ RETAIL ONLY
PM ENVIRONMENTAL	15431 W. ELEVEN MILE	\$150.00	SITE INVESTIGATION AND INDUSTRIAL HYGIENE FIELD SERVICES
T. TOBACCO LLC	13241 W. 10 MILE RD.	\$150.00	TOBACCO RETAILER
<u>2019 RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
BOMBAY WEDDING EVENTS	21300 COOLIDGE	\$225.00	WEDDING PLANNING AND DÉCOR COMPANY
MR. BIGGS	22151 COOLIDGE	\$225.00	CLOTHING FOR BIG MEN, SHOES AND HATS
STUDIO NOVA	22153 COOLIDGE	\$225.00	MENS CLOTHING AND SHOES
GOTTA HAVE WATER	22175 COOLIDGE	\$150.00	STEAM DISTILLED WATER COMPANY/5 GALLON BOTTLES/DELIVERY
MICHIGAN CONSTRUCTION PROTECTION	14211 ELEVEN MILE	\$225.00	CONSULTING
ROYAL CREST	14851 ELEVEN MILE	\$150.00	SHADES AND BLINDS
INTERSTATE AUTO BODY	21815 REPUBLIC	\$225.00	AUTO REPAIR SHOP
CVS	23001 COOLIDGE	\$150.00	RETAIL/PHARMACY
DEBORAH HECHT LLC	25907 COOLIDGE	\$150.00	ART ANTIQUES; GALLERY AND STUDIO

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

County Commissioners Nancy Quarels and Helaine Zack provided updates on activities related to Oakland County.

SPECIAL RECOGNITION/PRESENTATIONS:

CM-06-171-19 (AGENDA ITEM #7A) RESOLUTION CELEBRATING THE 100TH ANNIVERSARY OF THE RATIFICATION OF THE 19TH AMENDMENT OF THE US CONSTITUTION, GIVING WOMEN THE RIGHT TO VOTE - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolution celebrating the 100th anniversary of the ratification of the 19th Amendment of the US Constitution, giving women the right to vote:

CITY OF OAK PARK
MICHIGAN

RESOLUTION CELEBRATING THE 100TH ANNIVERSARY OF THE
RATIFICATION OF THE 19TH AMENDMENT OF THE US CONSTITUTION,
GIVING WOMEN THE RIGHT TO VOTE

- WHEREAS, women of every race, class, and ethnic background across America have made historic contributions to the growth and strength of the United States in countless recorded and unrecorded ways; and
- WHEREAS, the women of this nation initiated the most significant women's movement in history – the need for women's suffrage; and
- WHEREAS, despite the strong opposition, the inspiration and determination of women nationwide brought about the extraordinary accomplishment – the right for women to vote; and
- WHEREAS, on June 10, 1919, Michigan women cast their vote when Michigan voters ratified the 19th Amendment to the U.S. Constitution, and
- WHEREAS, the State of Michigan was the second state to ratify the 19th Amendment, giving women the right to vote; and
- WHEREAS, on August 26, 1920, voters across the nation secured the right for women to vote when the 19th Amendment to the Constitution of the United States was ratified, empowering American women and declaring for the first time that they, like men, deserve all the rights and responsibilities of citizenship stating, "...the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex"; and
- WHEREAS, August 26, 2020 will mark the 100th anniversary of the passage of the National Suffrage Amendment, the 19th Amendment to the U.S. Constitution, guaranteeing women the right to vote; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oak Park, Michigan, remembers and celebrates the historic women who fought for their right to vote and recognizes the courage and inspiration of these bold women to change the course of history.

BE IT FURTHER RESOLVED that the City Council of the City of Oak Park, Michigan will fly the 19th Amendment Victory Flag June 10, 2019 through June 14, 2019 to commemorate the State of Michigan ratifying the 19th Amendment and August 24, 2020 through August 28, 2020 to commemorate the ratification of the 19th Amendment to the Constitution of the United States.

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

MOTION DECLARED ADOPTED

CM-06-172-19 (AGENDA ITEM #7B) RESOLUTION DECLARING JUNE 7, 2019 TO BE NATIONAL GUN VIOLENCE AWARENESS DAY IN OAK PARK - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution declaring June 7, 2019 to be National Gun Violence Awareness Day in Oak Park:

**CITY OF OAK PARK
MICHIGAN**

**RESOLUTION DECLARING JUNE 7, 2019 TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY IN THE CITY OF OAK PARK**

This resolution declares June 7, 2019 to be National Gun Violence Awareness Day in the City of Oak Park to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

- WHEREAS, every day, 100+ Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and
- WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and
- WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and
- WHEREAS, law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and
- WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 22nd birthday; and
- WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and
- WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and
- WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and
- WHEREAS, anyone can join this campaign by pledging to wear Orange on June 7th, the first Friday in June in 2019, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2019 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oak Park, Michigan, declares June 7, 2019, to be National Gun Violence Awareness Day and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

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

MOTION DECLARED ADOPTED

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-06-173-19 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – FIRST BAPTIST CHURCH – OUTREACH EVENT – APPROVED

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

Name	Event	Fee
First Baptist Church 24201 Coolidge	Outreach Event with Inflatable Play Spaces June 15, 2019 11 AM – 3:00 PM	Application fee waived

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

MOTION DECLARED ADOPTED

CM-06-174-19 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – EAST OAK PARK NEIGHBORHOOD ASSOCIATION - ANNUAL PICNIC – APPROVED

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

Name	Event	Fee
East Oak Park Neighborhood Association	Annual Picnic at Best Park July 20, 2019 11 AM – 4:00 PM	Application fee waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS: None

BIDS:

CM-06-175-19 (AGENDA ITEM #12A) REQUEST TO AWARD THE BID FOR THE 2018 PROGRAM YEAR YARD SERVICES CONTRACT, M-702, TO OAKLAND LIVINGSTON HUMAN SERVICE AGENCY OF PONTIAC, MI - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to award the bid for the 2018 program year yard services contract, M-702, to Oakland Livingston Human Service Agency of Pontiac, MI.

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

MOTION DECLARED ADOPTED

Director of Technical & Planning Barrett indicated the request to bid the 2018 Program Year Yard Services Contract, M-702 was approved at the May 6, 2019 regular meeting of the Oak Park City Council. The project was advertised and on Tuesday, May 14, 2019 two bids were received and opened. After the bid opening Expert Lawn Care rescinded their bid, indicating that they did not understand the scope of the bid. The only remaining bidder, Oakland Livingston Human Service Agency (OLHSA), submitted a bid to provide the requested services and the administration of the 2018 Program Year Yard Services Contract. With OLSHA administering the 2018 Program Year Yard Services Contract, they will be able to offer additional services to our seniors in addition to snow removal and lawn cutting such as a refrigerator replacement program and the Great Rake yard cleanup program.

ORDINANCES:

CM-06-176-19 (AGENDA ITEM #13A) FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-313, DETERMINATION (SET THE RATES AND CHARGES TO BE IMPOSED FOR THE CONSUMPTION AND USE OF WATER AND SEWER SERVICES) - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the first reading of an ordinance to amend Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Section 82-313, Determination (Set the rates and charges to be imposed for the consumption and use of water and sewer services).

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

**CM-06-177-19 (AGENDA ITEM #15A) REQUEST TO APPROVE NEW
APPOINTMENTS TO THE OAK PARK YOUTH ASSISTANCE
BOARD OF DIRECTORS - APPROVED**

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to appoint Ted Koslowski and Richard Halprin to the Oak Park Youth Assistance Board of Directors.

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

MOTION DECLARED ADOPTED

Director of Strategic Planning and Special Projects VanVleck reported that the Oak Park Youth Assistance Board has appointed two new members, Ted Koslowski and Richard Halprin, and is requesting local sponsor approval. Upon acceptance by the local sponsor, they will be considered by the Oakland County Circuit Court Judges for formal appointment to the Board.

**CM-06-178-19 (AGENDA ITEM #15B) COST PARTICIPATION AGREEMENT
NO. 2019-30 WITH OAKLAND COUNTY BOARD OF
COMMISSIONERS FOR THE LOCAL ROAD IMPROVEMENT
MATCHING FUND PILOT PROGRAM (LRIP) GRANT
- APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve cost participation agreement No. 2019-30 with Oakland County Board of Commissioners for the Local Road Improvement Matching Fund Pilot Program (LRIP) Grant.

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

MOTION DECLARED ADOPTED

Ms. VanVleck indicated that the Oakland County Board of Commissioners established the Pilot Local Road Improvement Matching Fund Program for the purpose of improving economic development in Oakland County cities and villages. The City submitted a grant application to assist with surface improvements to Coolidge Highway from 8 Mile to 11 Mile, and was awarded \$41,329. As a requirement of the grant the City must match at least 50% of the grant award. The Cost Participation Agreement, stating that the City agrees with the terms of the grant award, is a requirement for the County to disperse the award to the City.

Finance

CM-06-179-19 (AGENDA ITEM #15C) RECEIVE AND APPROVE STAFF RECOMMENDATIONS REGARDING SPECIAL ASSESSMENT DISTRICT NO. 682, MISCELLANEOUS CONCRETE REPAIR INVOICES AND SPECIAL ASSESSMENT DISTRICT NO. 683, UNPAID PROPERTY BLIGHT INVOICES – APPROVED

Motion by Burns, Seconded by Weiss, CARRIED UNANIMOUSLY, to receive and approve staff recommendations for Special Assessment District No. 682, Miscellaneous Concrete Repair Invoices and Special Assessment District No. 683, Unpaid Property Blight Invoices as follows:

DISTRICT NO. 682 UNPAID MISCELLANEOUS CONCRETE REPAIR INVOICES

It is recommended that the unpaid invoice(s) belonging to the following parcel(s) be restored to the Special Assessment District along with the original 10% penalty:

25-30-303-065	15160 Kenwood
25-30-355-002	15161 Kenwood

DISTRICT NO. 683 UNPAID PROPERTY BLIGHT INVOICES

It is recommended that the unpaid invoice(s) belonging to the following parcel(s) be restored to the Special Assessment District along with the original 10% penalty:

2532-228-018	10031 Corning
25-29-302-013	13331 Oak Park Blvd
25-29-280-001	24140 Oneida
25-30-227-022	24071 Westhampton
25-29-278-009	24200 Majestic
25-29-377-021	12751 Rosemary
25-31-126-016	22000 Stratford

DISTRICT NO. 683 UNPAID PROPERTY BLIGHT INVOICES

It is recommended that the unpaid invoice(s) belonging to the following parcel(s) be removed from the Special Assessment District along with the original 10% penalty as the invoice has been paid.

25-29-278-009	24200 Majestic (Invoice 00069657)
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Roll Call Vote:	Yes:	McClellan, Radner, Burns, Weiss, Rich
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CM-06-180-19 (AGENDA ITEM #15D) MOTION TO RECEIVE THE QUARTERLY INVESTMENT REPORTS FOR PERIODS ENDING 12/31/18 AND 3/31/19 - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to receive the quarterly investment reports for periods ending 12/31/18 and 3/31/19.

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

MOTION DECLARED ADOPTED

Finance Director Crawford reported that the State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. A complete report is on File with the City Clerk.

The third quarter investment report shows total citywide cash and investments of \$23,687,273 (market value) including cash in the operating account of \$4,290,747 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$6,867,494, money market of \$3,618, commercial paper of \$2,351,942 and long-term investments total \$10,173,472. The City has maximized investment return on short-term cash by utilizing the Oakland County Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. Investment income for the months of January through March 2019 totaled \$174,162.

During the third quarter the Federal Reserve did not increase interest rates and has hinted that not only will they not be increasing but could be decreasing the rates over the next year. In a flat or decreasing interest rate environment it is prudent to invest in slightly longer short-term investments (.5-2 years). As a result, the City has shifted new investments from longer-term municipal bonds and government securities to short-term commercial paper and certificates of deposit. The shift helps reduce the risk from interest rate changes while still obtaining a rate of return of 2.0-2.75% annually on these types of investment. The City also continues to evaluate its longer term investments for possible sale before maturity if the interest rates and market values make it prudent.

CM-06-181-19 (AGENDA ITEM #15E) MOTION TO RECEIVE THE QUARTERLY FINANCIAL REPORT FOR PERIOD ENDING 3/31/19 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to receive the following report highlighting fiscal year-to-date revenue and expenditure activity in the General Fund through the third quarter ending March 31, 2019:

GENERAL FUND

REVENUES

Total revenues through the third quarter total approximately \$17.8 million, representing approximately 85% of the annual budget. Overall revenues are on track with budget 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, 2018. As of the end of the third quarter approximately 96% of the taxes billed had been paid. A small portion of the PA 345 property tax levy was billed on December 1, 2018. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2019. Property tax revenue is the primary reason the overall revenues are at 85% to date.

- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The third quarter report reflects three fiscal 2018-19 payments totaling \$1,804,033 as the August 31, 2018 payment by statute is included as part of the June 30, 2018 revenues. The City will receive the three remaining payments on April 30, June 30 and August 31 (2019) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,487,480.
- Fines and forfeiture revenue received from the 45th District Court is budgeted for \$1,999,800 of which \$1,535,168 or 77% was received through the third quarter. The revenue received is used to offset a portion of the court's operating costs.

EXPENDITURES

Total expenditures through the third quarter total approximately \$14.6 million, representing approximately 69% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 75%):

- Prosecuting Attorney Department is at 83% for the third quarter due ten of their twelve annual contract payments have been paid. The overall net budget for the department is in line with current annual projections.
- Elections Department is at 80% for the third quarter due to 100% of the two elections budgeted (August and November 2018) expenses have been expensed.
- Finance Department is at 77% which is slightly over due to the completion of the FY 2017-18 Audit and 100% of expenses have been expensed.
- Public Safety K-9 Department is at 79% is slightly over due to an increase in dental expenses over the budgeted amount. The overall net budget for the department is in line with current annual projections.
- DPW Administration Department is at 86% due to increases in some insurance expenses over the budgeted amount and less allocations to other funds to date. The city anticipates cost allocations in the next quarter to keep the budget on track.

Overall the General Fund operations are in line with the annual budget. The projected fund balance remains at the targeted level of 19% of annual expenditures. The annual operating budget is balanced and the City continues to address the long-term legacy costs of OPEB and pensions by making contributions in excess of required amounts.

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

MOTION DECLARED ADOPTED

Department of Public Works

CM-06-182-19 (AGENDA ITEM #15F) REQUEST TO APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$32,027.88 AND PAYMENT APPLICATION NO. 3 IN THE AMOUNT OF \$62,198.37 TO MATTIOLI CEMENT COMPANY, LLC FOR THE 2018-2019 MISCELLANEOUS CONCRETE REPAIR PROJECT, M-682 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve Change Order No. 2 in the amount of \$32,027.88 and Payment Application No. 3 in the amount of \$62,198.37 to Mattioli Cement Company, LLC for the 2018-2019 Miscellaneous Concrete Repair Project, M-682.

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

MOTION DECLARED ADOPTED

Assistant City Manager Yee summarized proposed Change Order No. 2 and Payment Application No. 3 for the 2018-2019 Miscellaneous Concrete Repair Project, M-682. This project repairs damaged concrete from water main breaks, sewer repairs, and other deteriorated sections throughout the City. The proposed Change Order is for removal of the islands within the 11 Mile Road parking lot area (\$22,439.44 total), concrete pads for the MOGO bike stations (\$4,126.70), and additional work that will be special assessed (\$20,360.47). This project is approximately 95% complete. Funding is available in the Water & Sewer Fund, Local Street Fund, General Fund and Public Improvement Fund for this project

Department of Public Safety

CM-06-183-19 (AGENDA ITEM #15G) REQUEST TO APPROVE TRAFFIC CONTROL ORDER #160 SECTION 1.19 THAT IMPLEMENTS RECOMMENDATIONS BY THE TRANSPORTATION IMPROVEMENT ASSOCIATION (TIA) FOR THE INTERSECTION AT MEADOWLARK AND SARATOGA STREETS - APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve Traffic Control Order #160 Section 1.19 that implements recommendations by the Transportation Improvement Association (TIA) for the intersection at Meadowlark and Saratoga Streets.

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

MOTION DECLARED ADOPTED

Public Safety Director Cooper explained that due to several complaints from neighbors in the area of Meadowlark and Saratoga Streets, the Department of Public Safety requested the Transportation Improvement Association (TIA) conduct an evaluation for that intersection. The objective was to determine if the yield control sign is appropriate at the intersection. The field evaluation included 24 hour vehicular approach counts, an examination of the crash history, and a field visit of the site. He confirmed that as a result of the evaluation TIA determined the following: yield control for east-west Saratoga Street should be removed; a stop control sign should be installed for the southbound approach; a "Cross Traffic Does Not Stop" plaque should be installed under the stop sign, and crosswalk markings and a stop bar are recommended.

Economic Development and Communications

CM-07-184-19 (AGENDA ITEM #15H) RESOLUTION APPROVING THE PURCHASE OF TAX FORECLOSED PROPERTIES - APPROVED

Motion by Rich, seconded by Weiss, CARRIED UNANIMOUSLY, to adopt the following resolution approving the purchase of tax foreclosed properties:

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

RESOLUTION APPROVING PURCHASE OF TAX FORECLOSED PROPERTIES

WHEREAS, the General Property Tax Act at MCL 211.78M, as amended, (the "Act") authorizes the City of Oak Park ("City") to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court on February 14, 2018, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

WHEREAS, the Oak Park City Council has determined that it is in the best interest of the City to exercise its option to purchase the foreclosed properties identified on the Attached Addendum "Oak Park Tax Sale 2018"; and

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to purchase the referenced properties for the minimum bid amount for the public purpose of renovating and selling them primarily for owner occupancy in order to maintain and stabilize neighborhoods and commercial properties within the community.

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

1. Pursuant to the Act, the City hereby approves the purchase of the properties identified on the Attached Addendum "Oak Park Tax Sale 2019" for the not to exceed purchase price of \$88,895.87.
2. The Economic Development Director is hereby directed to file a copy of this resolution with the Oakland County Treasurer no later than Tuesday, June 4, 2019.
3. 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.

OAK PARK TAX SALE 2019

Parcel ID	Property Street	Assessed	Price
25-28-308-017	23440 ROANOKE AVE	56,800	\$15,538.44
25-29-377-043	23030 WEBSTER AVE	35,700	\$16,951.98
25-31-201-017	22181 KENOSHA AVE	33,900	\$18,984.54
25-31-208-027	21871 PARKLAWN ST	47,900	\$18,720.24

2531-228-012	22036 RIDGEDALE ST	6,400	\$3,764.01
25-31-276-047	21825 COOLIDGE HWY	21,300	\$4,943.00
25-32-202-035	10660 CORNING ST	15,800	\$5,947.55
25-33-106-024		5,100	\$4,046.11

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

MOTION DECLARED ADOPTED

Economic Development Director Marrone reviewed a list of Oak Park properties available for purchase from Oakland County as part of the tax foreclosure process and requested that the city purchase these properties with the intent to sell them to a third party for rehabilitation and sale to owner occupants. She reminded everyone that this practice began in 2015 and has enabled the city to increase property values and decrease the number of rental homes within the community.

CM-06-185-19 (AGENDA ITEM #15I) RESOLUTION APPROVING THE SALE OF TAX FORECLOSED PROPERTIES - APPROVED

Motion by Burns, seconded by Radner, CARRIED, to adopt the following resolution approving the sale of tax foreclosed properties:

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

RESOLUTION APPROVING SALE OF TAX FORECLOSED PROPERTIES

WHEREAS, the General Property Tax Act at MCL 211.78M, as amended, (the "Act") authorizes the City of Oak Park ("City") to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court on February 14, 2018, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

WHEREAS, on June 3 2019, the Oak Park City Council resolved to purchase the foreclosed properties identified on the Attached Addendum "Oak Park Tax Sale 2019"; and

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to sell the referenced properties to a company that can rehabilitate, reconstruct and manage the properties for the public purpose of renovating and selling them primarily for owner occupancy in order to maintain and stabilize neighborhoods and commercial properties within the community.

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

1. The City Manager is hereby authorized to negotiate the sale of the properties identified on the Attached Addendum "Oak Park Tax Sale 2019" and will include the terms as negotiated by the city manager.

2. The Mayor and/or City Manager are hereby authorized to sign all necessary documents to complete the transaction.
3. 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, Rich, Weiss
 No: Radner
 Absent: None

MOTION DECLARED ADOPTED

Ms. Marrone summarized the resolution that authorizes the City of Oak Park to sell one third of the tax foreclosure properties to HP Snap and the remainder to FPJ Investments. The following conditions are to be included in the Purchase Agreement: Buyer is a licensed real estate agent/broker in the state of Michigan; buyer to commit to 100% owner occupant sales for all single family homes; buyer to remedy and city certify all properties within one (1) year; buyer to pay all taxes and keep future taxes current; buyer is responsible for all outstanding utility charges, including water and sewer; buyer will pay an administrative fee of \$6,000.00 per parcel; buyer will spend a minimum of \$35,000.00 per property with the average renovation cost being no less than \$50,000.00 per home; and buyer to build a new home on any vacant lot within 18 months of purchase.

CALL TO THE AUDIENCE:

Jim Budziak, FPJ Investments, explained the process his company will use for the rehabilitation of tax foreclosed homes they purchase from the city.

Merlin Taylor, 15160 and 15161 Kenwood, expressed concerns regarding issues related to sidewalk repairs on his property.

Lisa Leblanc, 23837 Forest, expressed appreciation to the Council for passing the Gun Violence Awareness Resolution.

CALL TO THE COUNCIL:

Mayor Pro Tem Radner provided comments about gun violence awareness.

Council Member Burns thanked everyone for coming out and promoted personal responsibility regarding gun violence awareness.

Council Member Weiss thanked all who came out to support the gun violence resolution and provided an update on upcoming city events.

Council Member Rich wished everyone a good night.

Mayor McClellan reviewed city events and reported that a proclamation was recently presented to long time city resident Linda Moragne. The Mayor also expressed the hope there will be more discussions regarding gun violence awareness.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:28 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
37th OAK PARK CITY COUNCIL
June 3, 2019
6:00 PM**

MINUTES

The Special Meeting was called to order at 6:00 PM by Mayor McClellan in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

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

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, Assistant City Manager Yee, Director of Strategic Planning and Special Projects VanVleck

SPECIAL BUSINESS:

(AGENDA ITEM A) Strategic Planning

Director of Strategic Planning and Special Projects VanVleck reviewed a five step plan to update the city's current strategic plan for 2019-2024 that would require special meetings of council over the summer months with the goal of completing a plan to be adopted August 5, 2019. Council proceeded to discuss the city's current vision statement, mission statement and core values. The next discussion of the strategic plan was set for a special meeting to be held on June 17, 2019.

There was agreement among all members of council to discuss the Library as part of the special meeting. Council then discussed issues regarding the Library Board's desire for the Library to become independent from the city.

CALL TO THE AUDIENCE:

There were no members of the public wishing to speak.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:55 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA#

SUBJECT: Proposed Change Order No. 1 and Payment Application No. 1 for the 2018 Sewer & Catch Basin Cleaning & TV Inspection Project, M-683.

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

SUMMARY: Attached are Proposed Change Order No. 1 and Payment Application No. 1 for the 2018 Sewer & Catch Basin Cleaning & TV Inspection Project, M-683. The Change Order is an increase due to the addition of larger diameter sewer not included in the original contract. This project is cleaning and televising sewers for inspection in the areas shown on the attached map. This project is currently 60% complete.

FINANCIAL STATEMENT:	Original Contract Amount:	\$215,930.85
	Change Order No. 1:	\$ 1,344.00
	Proposed Change Order No. 1:	<u>(\$ 4,258.77)</u>
	New Contract Amount:	\$213,016.08
	Total Completed to Date:	\$213,016.08
	Less Retainage:	\$ 5,000.00
	Net Earned:	\$208,016.08
	Deductions:	\$ 0.00
	Balance:	\$208,016.08
	Payments to Date:	<u>\$124,474.85</u>
	Amount Due Taplin Group, LLC:	\$ 83,541.23

RECOMMENDED ACTION: It is recommended that Proposed Change Order No. 2 for the 2018 Sewer & Catch Basin Cleaning & TV Inspection Project, M-683 be approved to Taplin Group, LLC. of Kalamazoo, MI. for the amount of (\$4,258.77). It is further recommended that Payment Application No. 2 for the same be approved for the total amount of \$83,541.23. Funding is available in the Water and Sewer Fund (No. 592-18-550-930).

APPROVALS:

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

Director of Finance: *[Signature]* Legal: NA

Budgeted:

EXHIBITS: Proposed Change Order No. 2, Payment Application No. 2, map

CHANGE ORDER

PROJECT: 2018 SEWER & CATCH BASIN CLEANING & TV INSPECTION PROJECT **JOB NUMBER:** M-683

OWNER: CITY OF OAK PARK, MICHIGAN **CHANGE ORDER NO.:** 2

CONTRACTOR: TAPLIN GROUP, LLC
5148 W. MICHIGAN AVE.
KALAMAZOO, MI 49006 **PAGE:** 1

TO THE CONTRACTOR:

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	4,800	LFT	\$1.23	361	5,161	\$444.03
4	MEDIUM 15" SEWER CLEANING & TV INSPECTION	21,200	LFT	\$1.42	16	21,216	\$22.72
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	2,900	LFT	\$1.56	228	3,128	\$355.68
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	4,300	LFT	\$1.80	81	4,381	\$77.80
13	CATCH BASIN LEAD CLEANING & TV INSPECTION	15,900	LFT	\$3.08	355	16,255	\$1,093.40
14	CATCH BASIN CLEANING STRUCTURE	625	EA	\$51.90	2	627	\$103.80
18	MEDIUM 42" SEWER CLEANING & TV INSPECTION	672	LFT	\$2.00	168	840	\$378.00
17	EMERGENCY CALL OUT - OAK CREST	0	HR	\$185.00	3	3	\$555.00
TOTALS							\$3,648.23

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

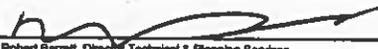
Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	TOTAL Amount
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	7,000	LFT	\$1.15	-371	6,629	(\$426.65)
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	30,600	LFT	\$1.35	-1,839	28,761	(\$2,482.65)
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	12,300	LFT	\$1.48	-107	12,193	(\$158.36)
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	3,000	LFT	\$1.85	-452	2,548	(\$745.80)
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	2,900	LFT	\$1.75	-225	2,675	(\$383.75)
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	600	LFT	\$1.80	-8	494	(\$10.80)
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	3,800	LFT	\$1.91	-604	2,896	(\$1,726.84)
15	SEWER LATERAL PROTRUDING LEAD CUTTING	5	EA	\$272.47	-5	0	(\$1,362.35)
TOTALS							(\$7,367.00)

SUMMARY

Total Increase \$ 3,048.23
 Total Decrease \$ (7,367.00)
 Total for Change Order No. 2: \$ (4,258.77)

Contract Amount \$ 215,930.85
 Change Order No. 1: \$ 1,344.00
 Change Order No. 2: \$ (4,258.77)
 New Contract Amount: \$ 213,016.08

Taplin Group, LLC _____ Date

 6/12/19
 Robert Barrett, Director Technical & Planning Services
 City of Oak Park, Michigan _____ Date

PAYMENT APPLICATION

PROJECT: 2018 SEWER & CATCH BASIN CLEANING & TV INSPECTION PROJECT
OWNER: CITY OF OAK PARK, MICHIGAN
CONTRACTOR: TAPLIN GROUP, LLC
 5140 WEST MICHIGAN AVE
 KALAMAZOO, MI 49008

JOB NUMBER: M-683
APPLICATION NO.: 2
PERIOD ENDING: 5/13/2019

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	7,000	LFT	\$1.15	0	\$0.00	6,629	\$7,623.35
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	4,800	LFT	\$1.23	386	\$474.78	5,181	\$8,348.03
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	30,600	LFT	\$1.35	260	\$351.00	28,761	\$38,827.35
4	MEDIUM 15" SEWER CLEANING & TV INSPECTION	21,200	LFT	\$1.42	0	\$0.00	21,216	\$30,128.72
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	12,300	LFT	\$1.48	299	\$442.52	12,193	\$18,045.84
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	2,900	LFT	\$1.56	0	\$0.00	3,128	\$4,879.68
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	4,300	LFT	\$1.60	0	\$0.00	4,381	\$8,977.60
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	3,000	LFT	\$1.65	0	\$0.00	2,548	\$4,204.20
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	2,900	LFT	\$1.75	0	\$0.00	2,675	\$4,681.25
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	500	LFT	\$1.80	0	\$0.00	494	\$889.20
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	3,800	LFT	\$1.91	0	\$0.00	2,896	\$5,531.36
12	MEDIUM 48" SEWER CLEANING & TV INSPECTION	0	LFT	\$2.10	0	\$0.00	0	\$0.00
13	CATCH BASIN LEAD CLEANING & TV INSPECTION	15,900	LFT	\$3.08	15,844	\$48,183.52	16,255	\$50,065.40
14	CATCH BASIN CLEANING STRUCTURE	625	EA	\$51.90	608	\$31,607.10	627	\$32,541.30
15	SEWER LATERAL PROTRUDING LEAD CUTTING	5	EA	\$272.47	0	\$0.00	0	\$0.00
16	MEDIUM 42" SEWER CLEANING & TV INSPECTION	0	LFT	\$2.00	188	\$376.00	860	\$1,720.00
17	EMERGENCY CALL OUT - OAK CREST	0	HR	\$185.00	3	\$555.00	3	\$555.00

Period Total Amount: **\$81,989.92** Amount to Date: **\$213,016.08**

Original Contract Amount: **\$215,930.85**
 Change Order No. 1: **\$1,344.00**
 Change Order No. 2: **(\$4,288.77)**
 New Contract Amount: **\$213,016.08**

Earnings This Period: **\$81,989.92**
 Total Earnings to Date: **\$213,016.08**
 Less Retainage: **\$5,000.00**
 Net Earned: **\$208,016.08**
 Deductions: **\$0.00**
 Balance: **\$208,016.08**
 Payments to Date: **\$124,474.85**

AMOUNT DUE TAPLIN GROUP, LLC: \$83,541.23

Accepted By: _____
 Taplin Group, LLC

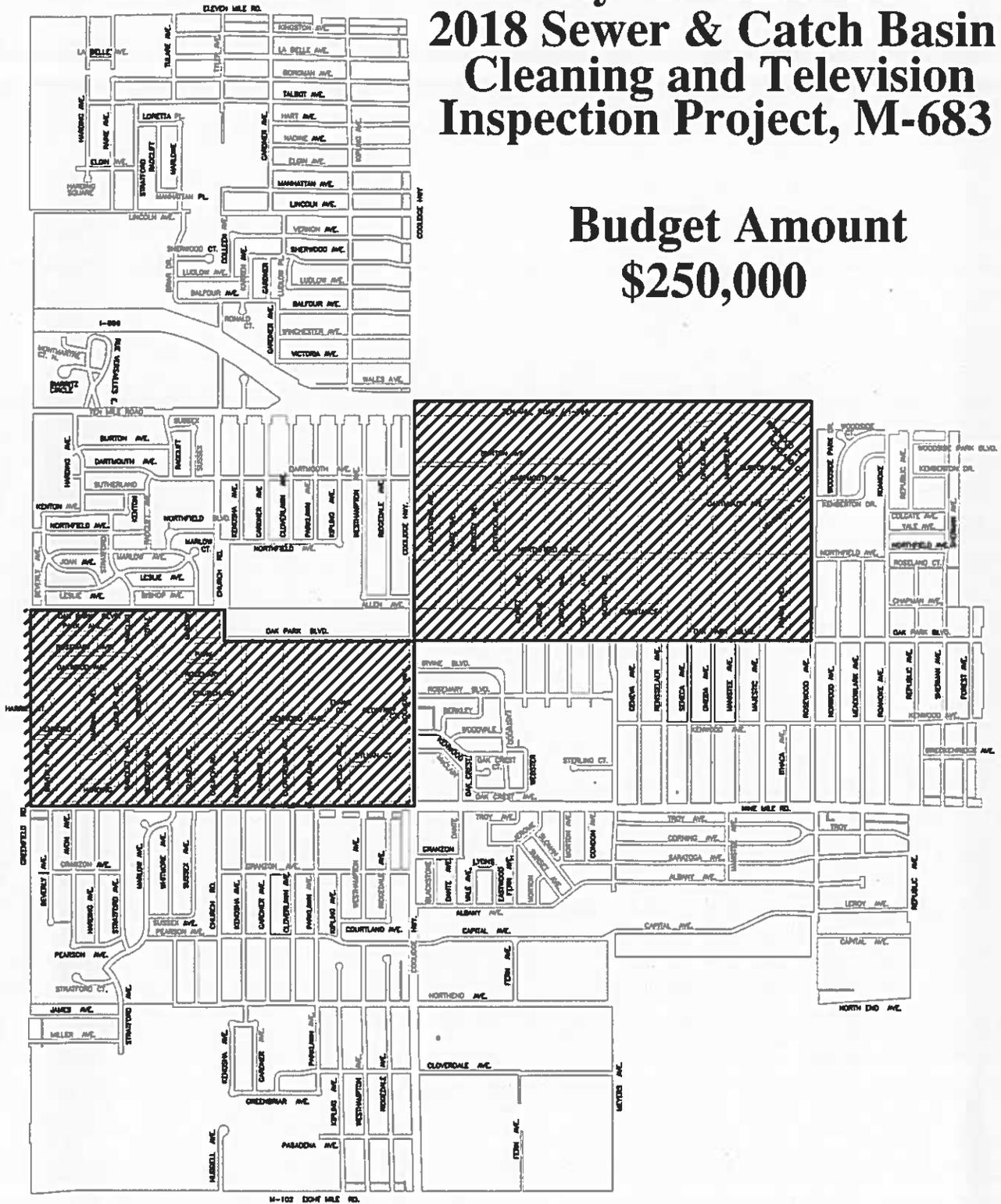
Date: _____

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

Date: 6/12/19

City of Oak Park 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683

**Budget Amount
\$250,000**





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA #

SUBJECT: Payment request from OHM Advisors for Engineering Consulting Services.

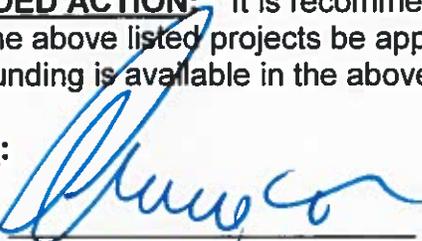
DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

SUMMARY: Attached are invoices from OHM Advisors for the projects listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
Bridge Enhancements	\$6,561.00	\$58,778.75	\$65,339.75	\$89,200.00	202-18-479-801
Technology Design for the Court Project	\$490.00	\$27,044.25	\$27,534.25	\$28,026.00	256-50-136-956
Totals	\$7,051.00	\$85,823.00	\$92,874.00	\$117,226.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$7,051.00. Funding is available in the above listed account.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: 

Budgeted

EXHIBITS: Invoices



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 03/28/2019
Invoice #: 202818
Project: 0037-18-0060

Project Name: 45th District Court Technology Design

For Professional Services Rendered through: 3/16/2018

<i>Description</i>	<i>Fee Amount</i>	<i>Percent Complete</i>	<i>Fee Earned</i>	<i>Previous Billings</i>	<i>Current Billing</i>
0037180060 Professional Services	9,800.00	95.00	9,310.00	8,820.00	490.00
Amount Due This Invoice **					490.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 04/25/2019
Invoice #: 203341
Project: 0037-16-0021

Project Name: Bridge Enhancements

For Professional Services Rendered through: 4/13/2019

TASK 1: Bridge Construction Documents & Bid Materials	0.00
TASK 2: Bidding & CA/CE	2,000.50
TASK 3: Water Tower Branding	0.00
TASK 4: Redesign	0.00

Amount Due This Invoice ** 2,000.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 03/28/2019
Invoice #: 202818
Project: 0037-18-0060

Project Name: 45th District Court Technology Design

For Professional Services Rendered through: 3/15/2019

<i>Description</i>	<i>Fee Amount</i>	<i>Percent Complete</i>	<i>Fee Earned</i>	<i>Previous Billings</i>	<i>Current Billing</i>
0037180060 Professional Services	9,800.00	95.00	9,310.00	8,820.00	490.00
Amount Due This Invoice **					490.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 04/25/2019
Invoice #: 203341
Project: 0037-16-0021

Project Name: Bridge Enhancements

For Professional Services Rendered through: 4/13/2019

TASK 1: Bridge Construction Documents & Bid Materials	0.00
TASK 2: Bidding & CA/CE	2,000.50
TASK 3: Water Tower Branding	0.00
TASK 4: Redesign	0.00

Amount Due This Invoice ** 2,000.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 04/25/2019
Invoice #: 203341
Project: 0037-16-0021

TASK 2: Bidding & CA/CE

Fixed Rates Labor

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Administrative Support	1.75	68.0000	119.00
Associate	1.25	178.0000	222.50
Professional Engineer/Architect I	11.00	133.0000	1,463.00
Technician II	2.00	98.0000	196.00
			<hr/>
	Fixed Rates Labor subtotal	16.00	2,000.50
	Total TASK 2: Bidding & CA/CE		<hr/> 2,000.50

Total Project: 0037160021 - Bridge Enhancements **2,000.50**

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 05/24/2019
Invoice #: 204131
Project: 0037-16-0021

Project Name: Bridge Enhancements

For Professional Services Rendered through: 5/11/2019

TASK 1: Bridge Construction Documents & Bid Materials	0.00
TASK 2: Bidding & CA/CE	4,560.50
TASK 3: Water Tower Branding	0.00
TASK 4: Redesign	0.00

Amount Due This Invoice ** 4,560.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734 522.6711
F 734 522 6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 05/24/2019
Invoice #: 204131
Project: 0037-16-0021

TASK 2: Bidding & CAJCE

Fixed Rates Labor

Classification

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.50	178.0000	445.00
Grad. Arch./Landscape Arch. I	1.00	95.0000	95.00
Professional Engineer/Architect I	27.50	133.0000	3,657.50
Technician IV	2.75	132.0000	363.00
			<hr/>
Fixed Rates Labor subtotal	33.75		4,560.50
Total TASK 2: Bidding & CAJCE			<hr/> 4,560.50

Total Project: 0037160021 - Bridge Enhancements

4,560.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734 522 6711
F 734 522 5427

OHM-Advisors.com

MERCHANT'S LICENSES - JUNE 17TH, 2019

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
RENEWALS	ADDRESS	FEES	BUSINESS TYPE
CLOSEOUTS RR US	13240 CAPITAL B	\$225.00	CLOTHING RETAIL
JOYFUL TOTS CHILDCARE	22141 COOLIDGE	\$150.00	CHILDCARE AND TUTORING SERVICES
GRACE CENTERS OF HOPE	23119 COOLIDGE	\$187.50	NON PROFIT THRIFT STORE
PRINCE'S PASTRY	24711 COOLIDGE	\$187.50	BAKERY
CAROL'S WITH CARE LEARNING ACADEMY	10750 NINE MILE	\$225.00	CHILDCARE
UBER TECHNOLOGIES	13331 TEN MILE	\$225.00	TRANSPORTATION
FAMILY DOLLAR #30397	13471 TEN MILE	\$150.00	RETAIL GENERAL MERCHANDISE

**GARAN
LUCOW
MILLER P.C.**
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 515377**June 12, 2019**

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, May 31, 2019

\$12,083.34**Fee Total****Costs Advanced:**

Date	Description	Amount
03/15/19	Reproduction Charges 210 @ 0.15	31.50
05/07/19	Reproduction Charges 1 @ 0.15	0.15
	Total Costs Advanced	\$31.65

Total Fees and Disbursements: \$12,114.99

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 515378

June 12, 2019

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, May 31, 2019

\$360.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$360.00

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

Howard L. Shifman, P.C.
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

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

In Reference To: City of Oak Park/General Labor

Invoice # 13656

Professional Services

6/1/19	Services per Retainer Agreement For July 1, 2019 thru September 30, 2019	\$ 18,000.00
		<hr/>
	TOTAL	\$ 18,000.00
	BALANCE DUE	\$ 18,000.00
		<hr/> <hr/>



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA #

SUBJECT: Second reading amending the Utility Ordinance, Chapter 82, Section 82-313, to reflect changes in the various utility rates and their effective dates as presented in the proposed FY 2019-20 budget and approved on May 20, 2019.

DEPARTMENT: Finance / Water Division

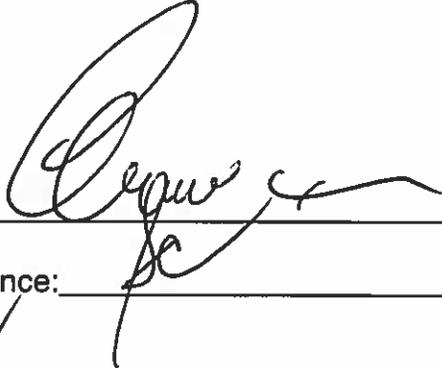
SUMMARY: a) Adjust the water rate for water costs including water purchased from the Great Lakes Water Authority and adjust the sewer rate for increased sewer costs including those from Oakland County Drain Commissioner. The amendment adjusts Article V, Rates and Charges, of Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park in Section 82-313 to reflect a change in the water rate from \$41.70/1,000 c.f. to \$42.53/1,000 c.f. and a change in the sewer rate from \$95.80/1,000 c.f. to \$105.38/1,000 c.f.

b) Adjust the High Strength Surcharges to reflect changes from Great Lakes Water Authority and Oakland County Drain Commissioner.

c) Adjust the effective dates of the various utility rates.

RECOMMENDED ACTION: It is recommended that City Council adopt the amended ordinance.

APPROVALS:

City Manager:  _____

Director of Finance: _____

Budgeted:

Legal: _____

EXHIBITS: Draft Ordinance Amendment

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO. _____

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

THE CITY OF OAK PARK ORDAINS:

Sec. 82-313. - Determination.

- (a) *Generally.* The rates and charges to be imposed for the consumption and use of water and sewer services furnished by the city shall be determined by ordinance by the city council from time to time and kept on file in the office of the city clerk.
- (b) *Enumeration.* The rates and charges for consumption and use of water and sewer services are as follows:
- (1) *Water rates.* Effective on all bills rendered on or after July 1, 2019 ~~2018~~, the rates to be charged for water service shall be as follows:
- a. **Forty two dollars and fifty cents (\$42.53)** ~~Forty One dollars and seventy cents (\$41.70)~~ per thousand cubic feet.
 - b. Quarterly meter service and maintenance charges, in addition to subsection (b)(1) of this section as follows:
 - 5/8 -inch meter \$4.75
 - ¾-inch meter 5.03
 - 1-inch meter 5.42
 - 1½-inch meter 8.05
 - 2-inch meter 9.14
 - 3-inch meter 63.80
 - 4-inch meter 69.57
 - 6-inch meter 79.40

Minimum quarterly charge (includes water and meter service charge for a 5/8 -inch meter service)**\$26.02** ~~\$25.60~~
 - c. The minimum quarterly (three-month) water charge to each premises connected with the water supply system shall be the sum of **\$26.02** ~~\$25.60~~, provided that if there were two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
- (2) *Sewage disposal rates.* The rates to be charged for sewage disposal services shall be as set forth below, and all bills for service rendered on or after the dates set forth shall be computed at such rates:

- a. *Basic sewage disposal rate; minimum quarterly charge.* Commencing July 1, ~~2019~~ ~~2018~~, the basic sewage disposal rate shall be ~~\$105.38~~ ~~\$95.80~~ per 1,000 cubic feet of water consumed. The minimum quarterly sewage disposal charge to each sewage disposal services customer shall be ~~\$52.69~~ ~~\$47.90~~, provided that if there are two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
- b. *High-strength surcharge.* Effective with all bills rendered on or after August 1, ~~2019~~ ~~2018~~, for flows beginning on or after July 1, ~~2019~~ ~~2018~~, a high-strength surcharge shall be levied against commercial and industrial customers, other than restaurants, contributing sewage to the sewage disposal system with concentrations of pollutants exceeding the following levels:
1. 275 milligrams per liter (mg/l) of biochemical oxygen demand (BOD);
 2. 350 milligrams per liter (mg/l) of total suspended solids (TSS);
 3. 12 milligrams per liter (mg/l) of phosphorus (P);
 4. 100 milligrams per liter (mg/l) of fats, oils, and grease (fog).

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

Pollutant	Charge per pound of excess pollutant
Biochemical oxygen demand (BOD)	\$0.491 \$0.486
Total suspended solids (TSS)	0.499 0.493
Phosphorus (P)	7.354 7.266
Fats, oils and grease	0.473 0.468

- c. *Industrial waste control charge.* Effective with all bills rendered on or after August 1, ~~2019~~ ~~2018~~, for flows beginning on or after July 1, ~~2019~~ ~~2018~~, an industrial waste control charge shall be levied against non-residential customers in an amount determined by the size of the water meter or meters serving such customers as set forth below:

Water Meter Size (inches)	Monthly Charge
5/8 -inch meter	\$9.04
¾-inch meter	13.56
1-inch meter	22.60

1½-inch meter	49.72
2-inch meter	72.32
3-inch meter	131.08
4-inch meter	180.80
6-inch meter	271.20

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

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 17th day of June, 2019.

T. EDWIN NORRIS

City Clerk

MARIAN McCLELLAN

Mayor

I, T. Edwin Norris, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on June 17, 2019.

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

**AN ORDINANCE TO ADD SECTIONS 2-326 THROUGH 2-340, DIVISION
6.-TRAFFIC SAFETY BOARD, CHAPTER 2, ARTICLE III, OF THE
CODE OF ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. **Ordinance-** Sections 2-326 through 2-340, Article III, Boards and Commissions. Division 6, Chapter 2, Administration, of the Code of Ordinances, City of Oak Park, is hereby amended to add sections 2-326 through 2-340 and read as follows:

DIVISION 6. - TRAFFIC SAFETY BOARD

Sec. 2-326. - Purpose. A traffic safety board shall be established for the city to study and recommend traffic and safety measures and programs to enhance traffic safety within the city.

Sec. 2-327. - Established. The traffic and safety board for the city is established, pursuant to this article.

Sec. 2-328. - Scope of authority. The traffic and safety board shall be a non-administrative board serving solely in an advisory capacity. The board may make recommendations to the city council but may not assume any legislative nor administrative authority of the city council, the mayor, city manager, or any city department.

Sec. 2-329. - Composition and tenure.

(a) Generally. The traffic board shall consist of four voting resident-members appointed at-large by City Council, one member of City Council (appointed by majority of City Council) and nonvoting ex officio members consisting of the City Engineer (or appointed as determined by the City Manager), and Public Safety Director (or appointee as determined by the City Manager).

(b) Voting members. All board members shall be electors of the city.

(c) Terms of office. The voting members shall be appointed to three-year terms expiring on August 31 following the dates on which their terms are scheduled to expire.

(d) Vacancies. Any vacancies shall be filled as provided in section 2-242 for appointments for the expiration of the term of office for which the appointment is made.

Sec. 2-330. - Officers.

(a) Chairperson and vice-chairperson. The traffic and safety board shall, from its appointed members, elect a chairperson who shall be the presiding officer of the board and a vice-chairperson who shall serve as presiding officer of the board in the absence of the chairperson.

(b) Secretary. A secretary, who shall keep and maintain the proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board.

(c) Terms of office. The terms of office for such officers shall be one year and until their successors have been elected.

(d) Ex officio members excluded. An ex officio member of the board shall not act as the chairperson or vice-chairperson but may serve as secretary.

Sec. 2-331 - Meetings.

(a) Regular. The traffic and safety board shall hold at least one regular meeting each month at such time and place as may be established by the board.

(b) Special. Special meetings may be called by the secretary at the written request of the chairperson or any three members of the board on at least two days' notice.

(c) Quorum. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member.

(d) Open to public. All meetings of the board shall be open to the public.

Sec. 2-332. - Compensation.

Voting members of the traffic and safety board shall serve without compensation.

Sec. 2-333. - Objectives.

(a) Resolving traffic problems. The traffic and safety board shall review and evaluate traffic problems that exist, anticipate those that may occur and recommend to the city council corrective measures or programs to resolve the problems, including, but not limited to, placement of stop signs, speed limits, traffic signals and other signage.

(b) Endeavoring to decrease accidents. In addition, the board shall endeavor to serve the city by planning, conducting, promoting and assisting activities designed to decrease the number, severity and cost of accidents in the community.

Sec. 2-334. - Duties.

In carrying out its objectives, the traffic board may:

- (a) Develop and implement coordinated traffic safety programs that meet local needs.
- (b) Act in an advisory capacity to the City Council in the coordination of traffic safety activities of the official agencies and departments.
- (c) Review and recommend project applications for funding to the City Council.
- (d) Promote public acceptance of official programs authorized or instigated by the City.
- (e) Foster public knowledge and support of traffic law enforcement and traffic engineering problems.
- (f) Cooperate with schools in promoting educational traffic safety aids.
- (g). Conduct and promote safety education of the public by all available means for the purpose of obtaining remedial and preventative action.
- (h) Establish communication and encourage coordination between governmental agencies having jurisdiction over streets in the city.

- (i) Pass upon all matters referred to it by the city council or planning commission and give the city council or planning commission the benefit of its judgment with relation to such matters so referred.

Secs. 2-335—2-340. - Reserved

SECTION 2. **Savings Clause-** All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in forced when they were commenced.

SECTION 3. **Severability-** No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. **Effective Date-** This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this _____ day of June, 2019.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on

T. EDWIN NORRIS, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA #

SUBJECT: Request Authorization to purchase single axle dump truck.

DEPARTMENT: Public Works - KJY

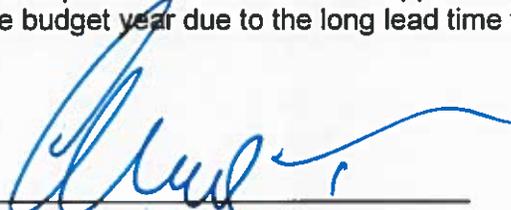
SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicles from the Rochester Hills pre-bid contract:

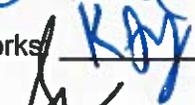
Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2020 Freightliner 39,000 GVW Chassis Single Axle Dump Truck	Public Works	\$195,773.00 (Rochester Hills Co-op RFP-RH-13-030)	Major Streets: 202-18.479-970 Local Streets: 203-18.479.970

FINANCIAL STATEMENT: Funding for the above vehicle is available in the Major and Local Streets Funds.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the Rochester Hills pre-bid contract for a 2020 Freightliner Single Axle Dump Truck totaling \$195,773.00. There is \$100,000 budgeted in each of the street fund accounts listed above for this purchase in the 2019-20 approved budget. We are requesting to pre-order this truck prior to the budget year due to the long lead time for this purchase.

APPROVALS:

City Manager: 

Director of Public Works: 

Director of Finance: 

Budgeted:

Legal: _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019 **AGENDA #**

SUBJECT: Resolution in support of a Safe Routes to School grant program.

DEPARTMENT: Technical & Planning –T&P RMB/ DPW KJY

SUMMARY: Yeshiva Beth Yehudah Schools and the City of Oak Park are in the process of applying for a Safe Routes to School federally funded grant. If awarded the SRTS Grant, the City will construct infrastructure projects throughout the City that including sidewalks, crosswalks, a left turn phase traffic signal and the installation of pedestrian signals to enable and encourage children to bicycle and walk safely to and from school.

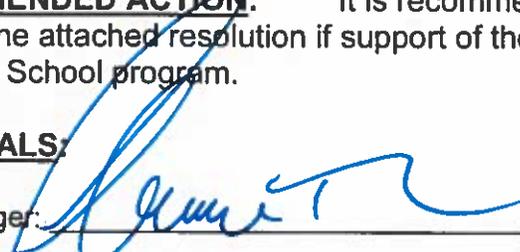
As part of the grant, the City of Oak Park agrees to fund non-eligible cost such as administrative, coordination, permit fees, preliminary engineering, right-of-way acquisition and construction engineering services related to the implementation of the SRTS project.

The resolution also designates Assistant City Manager Yee and Director Barrett to act as agents on its behalf.

FINANCIAL STATEMENT: None at this time.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution if support of the grant application for Safe Routes to School program.

APPROVALS:

City Manager: 

Department Director: 

Director of Finance: n/a

Budgeted:

Legal: n/a

EXHIBITS: Resolution

**RESOLUTION ADOPTED BY THE
CITY OF OAK PARK OF THE COUNTY OF OAKLAND, MICHIGAN
UNDER DATE OF**

WHEREAS, the Safe Routes to School program (SRTS) is a federally funded program administered by the Michigan Department of Transportation (MDOT); and

WHEREAS, the City of Oak Park for Oakland County, Michigan and Yeshiva Beth Yehudah have applied for SRTS funding. If awarded SRTS funds, the City will construct certain infrastructure projects throughout the City, including sidewalks, crosswalks and the installation of pedestrian signals to enable and encourage children to bicycle and walk safely to and from school; and

WHEREAS, the City of Oak Park for Oakland County, Michigan will work with Yeshiva Beth Yehudah to complete the project and designates Kevin Yee and Robert Barrett to act as agents on its behalf; and

WHEREAS, the maximum awarded SRTS grant amount is \$400,000 with no required local match; and

WHEREAS, the City of Oak Park agrees to fund administrative, coordination, permit fees, preliminary engineering, right-of-way acquisition and construction engineering services related to the implementation of the SRTS project; and

WHEREAS, the City of Oak Park and Yeshiva Beth Yehudah commit to owning, operating and implementing a maintenance program over the design life of the facilities constructed with SRTS funding; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Oak Park for Oakland County, Michigan and Yeshiva Beth Yehudah will utilize SRTS funds to construct sidewalks, crosswalks and pedestrian signals upon approval of staff.

I hereby certify that the above is a true and correct copy of a resolution adopted by the City of Oak Park of the County of Oakland, State of Michigan under date of

Mayor or other authorized City of Oak Park Rep



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019 **AGENDA #**

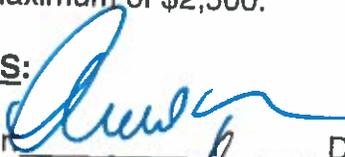
SUBJECT: Façade grant approval 13831 Nine Mile Road
DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department has received an application for a Façade Improvement Grant for Dallas Designs for the building located at 13831 Nine Mile Road. The project specifications have met city guidelines for the program. The project consists of replacing the windows on the front side of the building and installing an awning. Estimated total cost of the windows is approximately \$8,900. The property owner/contractor will pull all required permits and make sure the windows meet all Michigan Building Code. Attached current building pictures and two quotes. It is recommended that City Council approve the grant for the \$2,500 maximum.

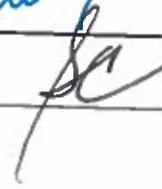
FINANCIAL STATEMENT: Funding is available facade improvement line item in the facade budget, 704-00.000.277.109
escrow

RECOMMENDED ACTION: It is recommended that City Council approve the grant for a maximum of \$2,500.

APPROVALS:

City Manager: 

Department Director: 

Director of Finance: 

Legal: NA

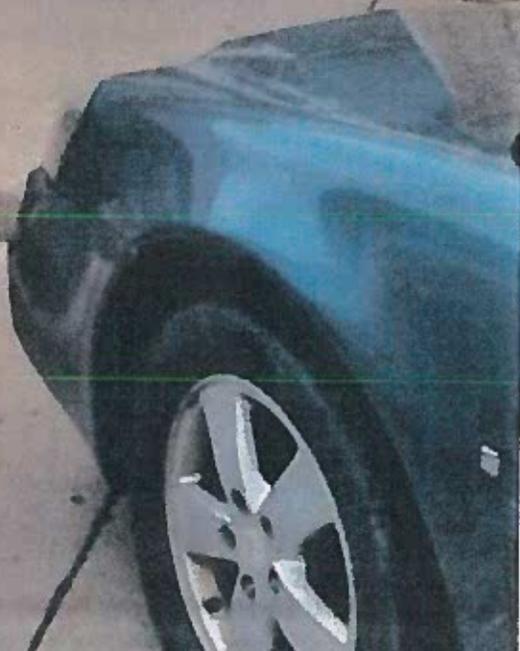
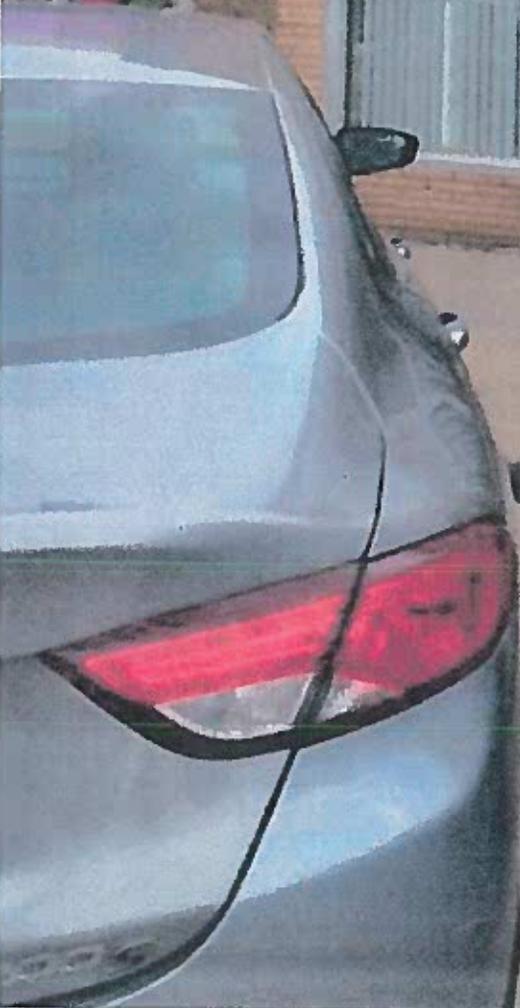
Budgeted: N/A

EXHIBITS: bids, picture

**DALLAS
DESIGNS**
— SALON —

13831

13831



Bill To:
 Oak parks shops, llc

Ship To:

Date:
 06/10/2019

QUANTITY	DESCRIPTION	UNITE PRICE	PRICE
1	Awning sumbrella material 20 feet with frame for this address: 13831 west nine mile, Oak park, MI	\$ 2900	\$ 2900
Non including permit fee		Deposit	—
		TOTAL DUE	\$ 2900

P.O.Box 12299
Woodbine, Redford
charter twp, MI 48239

THANK YOU FOR YOUR BUSINESS!

Sent from my iPhone



Derrick W. Toone Inc.
Derrick Toone
Builder / General Contractor
(810) 625-1450
P.O. Box 93, Williamston, MI 48892
Email: dwti@live.com

Invoice

DATE 6-2-19

BILL TO
Oak Park Shops, LLC
29777 Telegraph Road, Suite 2631
Southfield, MI 48034

Proposal - page 1

DUE DATE P.O. NUMBER

DESCRIPTION	AMOUNT
13805 West Nine mile, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows of equal size - single pane. New frames included	\$3,500.00
Remove awning vent window above door and install new window vent	\$500.00
13807 W. Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows of equal size - single pane - install new frames	\$3,500.00
13821 West Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows and window frames of equal size. Single pane	\$2,800.00
13825 Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00

Total

Page 1



Derrick W. Toone Inc.
 Derrick Toone
 Builder / General Contractor
 (810) 625-1450
 P.O. Box 93, Williamston, MI 48875
 Email: dwt@live.com

Invoice

DATE: 6-2-19
 INVOICE #:

BILL TO
 OAK PARK SHOPS, LLC
 29777 Telegraph Rd, Suite 2631
 Southfield, MI 48037

Proposal - page 2

DUE DATE P.O. NUMBER

DESCRIPTION

AMOUNT

13831 West Nine Mile Rd, Oak Park, MI
 - Remove existing windows and window frames and replace with double pane windows of same size and frames. \$ 6,500.00

13835 West Nine Mile Rd, Oak Park, MI
 - Remove existing storefront door and install new door \$ 3,000.00

Total

Page 2

William's Glass & Building Company

26361 W. Eight Mile Road
Redford, Michigan 48240

313-592-4400

June 6, 2019

PROPOSAL

<u>DESCRIPTION</u>	<u>TOTAL</u>
<u>13805 West Nine Mile, Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
Add for transom above door that is an awning vent Remove old awning vent	\$475.00
<u>13807 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door.	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106"x 91" and 24"x 91" with breakmetal.	\$3,320.00
<u>13821 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and Frames and replace with new windows with Breakmetal. App. 170" x 50"	\$2,400.00
<u>13825 Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
13831 West Nine Mile Rd, Oak Park, MI Remove existing storefront windows and replace with new windows consisting of 2" x 4" 1/2 clear anodized flush glaze aluminum. Glass to be 1" OA	

clear tempered insulated glass units.
Includes all necessary break metal and caulking = \$6,000.00

13835 West Nine Mile Rd . Oak Park, MI

Remove existing storefront door and install new
door = \$2,800.00

ALL PRICING DOES NOT INCLUDE PERMITS



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA #

SUBJECT: Façade grant approval 13821 Nine Mile Road

DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department has received an application for a Façade Improvement Grant for Good Health Pharmacy for the building located at 13821 Nine Mile Road. The project specifications have met city guidelines for the program. The project consists of replacing the windows on the front side of the building. Estimated total cost of the windows is approximately \$2,800. The property owner/contractor will pull all required permits and make sure the windows meet all Michigan Building Code. Attached current building pictures and two quotes. It is recommended that City Council approve the grant for the \$1,400 maximum.

FINANCIAL STATEMENT: Funding is available facade improvement line item in the facade ~~budget~~, 704-00.000.277.109
escrow

RECOMMENDED ACTION: It is recommended that City Council approve the grant for a maximum of \$1,400.

APPROVALS:

City Manager: [Signature]

Department Director: [Signature]

Director of Finance: [Signature]

Legal: NA

Budgeted: N/A

EXHIBITS: bids, picture

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Oak Park Shops, LLC
 Address: 29777 Telegraph Rd., Suite 2631
 City: Southfield State: MI ZIP Code: 48034
 Phone: 248-357-3000 Email: danny.kallabate@comcast.net

FOR TENANTS

Name of Building Owner: ~~Oak Park~~
 Address of Building Owner:
 City: State: Zip Code:
 Phone: Email:

PROPERTY TO BE IMPROVED

Name of Business: Good Health Pharmacy
 Address: 13821 West Nine Mile Road Phone: 248-227-9101
 City: Oak Park State: MI ZIP Code: 48237
 Type of Business: Pharmacy Tax ID #:
 Proposed start of construction: ~~6-25-19~~ Ph Anticipated completion: 6-26-19
 Short description of proposed work: 6-25-19

replace windows, window frames and front door

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program

Also, I understand, acknowledge and agree to the following:

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
8. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES

Signature of applicant:  Date: 6-10-19
Printed name of applicant: Danny Kallabat, member of Oak Park Shops, LLC
Signature of Property Owner (if applicable):  Date: 6-10-19
Printed name of Property Owner (if applicable): Danny Kallabat, member of Oak Park Shops, LLC

FOR DCED OFFICE USE ONLY

- Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)? YES NO
- Is the building in compliance with all zoning ordinances and current on all property taxes? YES NO
- Are the proposed improvements eligible under the requirements of the program? YES NO
- Has the applicant provided architectural drawings of the proposed improvement? YES NO
- Has the applicant included at least two photos of the current property? YES NO
- Has the applicant included at least two bids from licensed contractors for the work to be completed? YES NO
- Are the proposed improvements consistent with the proposed Oak Park Design Guidelines? YES NO

Date submitted to city council for approval _____ Amount approved _____

City Council approved

YES

NO

WN
BODY OILS

Good Health PHARMACY

HealthMart

OPEN

Good Health
PHARMACY
248 541 0600

OPEN

1327

ups
Access Point

1385



Good Health HARMACY

 Health Mart



OPEN



Good Health
PHARMACY
248.541.0600

OPEN

13821



Access
Point

Conveniently pick up and
drop off packages here.



Derrick W. Toone Inc.
Derrick Toone
Builder / General Contractor
(810) 625-1450
P.O. Box 93, Williamston, MI 48896
Email: dwti@live.com

Invoice

DATE 6-2-19

BILL TO

Oak Park Shops, LLC
29777 Telegraph Road, Suite 2631
Southfield, MI 48034

Proposal - page 1

DUE DATE P.O. NUMBER

DESCRIPTION

AMOUNT

13805 West Nine mile, Oak Park, MI

Remove existing storefront door and install new door \$3,000.00

Remove existing storefront windows and window frames and install new windows of equal size - single pane. New frames included \$3,500.00

Remove awning vent window above door and install new window vent \$500.00

13807 W. Nine mile Rd., Oak Park, MI

Remove existing storefront door and install new door \$3,000.00

Remove existing storefront windows and window frames and install new windows of equal size - single pane - install new frames \$3,500.00

13821 West Nine mile Rd., Oak Park, MI

Remove existing storefront door and install new door \$3,000.00

Remove existing storefront windows and window frames and install new windows and window frames of equal size. Single pane \$2,800.00

13825 Nine mile Rd., Oak Park, MI

Remove existing storefront door and install new door \$3,000.00

Total

Page 1



Derrick W. Toone Inc.
 Derrick Toone
 Builder / General Contractor
 (810) 625-1450
 P.O. Box 93, Williamston, MI 48895
 Email: dwti@live.com

Invoice

DATE: 6/2/19
 INVOICE #:

BILL TO
 OAK PARK SHOPS, LLC
 29777 Telegraph Rd. Suite 2631
 Southfield, MI 48034

Proposal - page 2

DUE DATE P.O. NUMBER

DESCRIPTION

AMOUNT

13831 West Nine Mile Rd, Oak Park, MI
 - Remove existing windows and window frames and replace with double pane windows of same size and frames \$ 6,500.00

13835 West Nine Mile Rd, Oak Park, MI
 - Remove existing storefront door and install new door \$ 3,000.00

Total

Page 2

William's Glass & Building Company

26361 W. Eight Mile Road
Redford, Michigan 48240

313-592-4400

June 6, 2019

PROPOSAL

<u>DESCRIPTION</u>	<u>TOTAL</u>
<u>13805 West Nine Mile, Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
Add for transom above door that is an awning vent Remove old awning vent	\$475.00
<u>13807 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door.	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106"x 91" and 24"x 91" with breakmetal.	\$3,320.00
<u>13821 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and Frames and replace with new windows with Breakmetal. App. 170" x 50"	\$2,400.00
<u>13825 Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
13831 West Nine Mile Rd, Oak Park, MI Remove existing storefront windows and replace with new windows consisting of 2" x4" 1/2 clear anodized flush glaze aluminum. Glass to be 1" OA	

clear tempered insulated glass units.
Includes all necessary break metal and caulking \$6,000.00

13835 West Nine Mile Rd., Oak Park, MI
Remove existing storefront door and install new
door \$2,800.00

ALL PRICING DOES NOT INCLUDE PERMITS

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Oak Park Shops, LLC
 Address: 29777 Telegraph Rd, Suite 2631
 City: Southfield State: MI ZIP Code: 48034
 Phone: 248-357-3000 Email: danny.kallabet@comcast.net

FOR TENANTS

Name of Building Owner:
 Address of Building Owner:
 City: State: Zip Code:
 Phone: Email:

PROPERTY TO BE IMPROVED

Name of Business: Dallas Designs
 Address: 13831 West Nine Mile Rd. Phone: 248-227-9101
 City: Oak Park State: MI ZIP Code: 48237
 Type of Business: Salon Tax ID #:
 Proposed start of construction: 6-25-19 Anticipated completion: 6-26-19

Short description of proposed work:

replace windows, replace window frames, install Awning with framing

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program

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3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
8. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES

Signature of applicant: *[Signature]* Date: *6-10-19*

Printed name of applicant: *Danny Kallabst, member of Oak Park Shops, LLC*

Signature of Property Owner (if applicable): *[Signature]* Date: *6-10-19*

Printed name of Property Owner (if applicable): *Danny Kallabst, member of Oak Park Shops, LLC*

FOR DCED OFFICE USE ONLY

- Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)? YES NO
- Is the building in compliance with all zoning ordinances and current on all property taxes? YES NO
- Are the proposed improvements eligible under the requirements of the program? YES NO
- Has the applicant provided architectural drawings of the proposed improvement? YES NO
- Has the applicant included at least two photos of the current property? YES NO
- Has the applicant included at least two bids from licensed contractors for the work to be completed? YES NO
- Are the proposed improvements consistent with the proposed Oak Park Design Guidelines? YES NO

Date submitted to city council for approval _____ Amount approved _____

City Council approved

YES

NO



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019 **AGENDA #**

SUBJECT: Façade grant approval 13807 Nine Mile Road
DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department has received an application for a Façade Improvement Grant for Motown Body Oil for the building located at 13807 Nine Mile Road. The project specifications have met city guidelines for the program. The project consists of replacing the windows on the front side of the building. Estimated total cost of the windows is approximately \$3,320. The property owner/contractor will pull all required permits and make sure the windows meet all Michigan Building Code. Attached current building pictures and two quotes. It is recommended that City Council approve the grant for the \$1,660 maximum.

FINANCIAL STATEMENT: Funding is available facade improvement line item in the CIA budget, 251-00.000.970.003

RECOMMENDED ACTION: It is recommended that City Council approve the grant for a maximum of \$1,660.

APPROVALS:

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

Director of Finance: [Signature] Legal: NA

Budgeted:

EXHIBITS: bids, picture

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: OAK Park Shops, LLC
 Address: 29777 Telegraph Rd, Suite 2631
 City: Southfield State: MI ZIP Code: 48034
 Phone: 248-357-3000 Email: dannykallabate@comcast.net

FOR TENANTS

Name of Building Owner:
 Address of Building Owner:
 City: State: Zip Code:
 Phone: Email:

PROPERTY TO BE IMPROVED

Name of Business: Metowa Body Oil
 Address: 13807 West Nine Mile Phone: 248-227-9111
 City: Oak Park State: MI ZIP Code: 48237
 Type of Business: sale of lotions and oils Tax ID #:
 Proposed start of construction: 6-25-19 Anticipated completion: 6-26-19

Short description of proposed work:

replace windows, window frames and front door

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program

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5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
8. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES

Signature of applicant: [Signature]

Date: 6-10-19

Printed name of applicant: Danny Kallabat, member of Oak Park Shops, LLL

Signature of Property Owner (if applicable): [Signature]

Date: 6-10-19

Printed name of Property Owner (if applicable): Danny Kallabat member of Oak Park Shops, LLL

FOR DCED OFFICE USE ONLY

Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?

YES NO

Is the building in compliance with all zoning ordinances and current on all property taxes?

YES NO

Are the proposed improvements eligible under the requirements of the program?

YES NO

Has the applicant provided architectural drawings of the proposed improvement?

YES NO

Has the applicant included at least two photos of the current property?

YES NO

Has the applicant included at least two bids from licensed contractors for the work to be completed?

YES NO

Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?

YES NO

Date submitted to city council for approval _____ Amount approved _____

City Council approved

YES

NO

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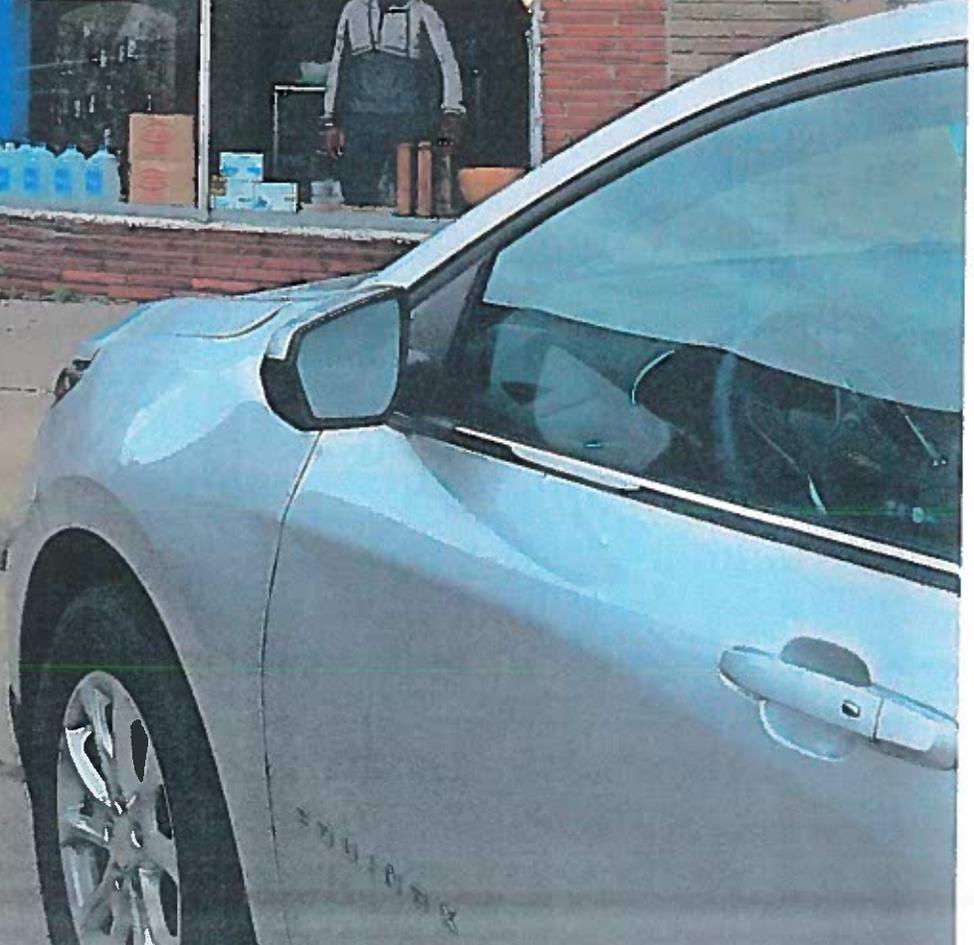
Shells

- WEIGHT LOSS BOOSTER
- NATURAL SKINCARE LOTION
- NATURAL BEAUTY
- LOTIONS & CREAMS
- RAW BLACK SOAP
- AFRICAN SHEA BUTTER
- ESSENTIAL OILS
- MORINGA

OPEN

Shells

- ALKALINE WATER PH 9
- DESIGNER OILS
- IMPORTED OILS
- ESSENTIAL OILS
- MASSAGE OILS
- BURNING OILS
- BLACK SEED OILS
- HAIR OILS



NOW OPEN



**WEIGHT LOSS BOOSTER
NATURAL CLEANING & DETOX
NATURAL BEAUTY
LOTIONS & CRÉAMS
RAW BLACK SOAP
AFRICAN SHEA BUTTER
INCENSE & AIR FRESHENERS
MORINGA**



**ALKALINE WATER PH.9
DESIGNER OILS
IMPORTED OILS
ESSENTIAL OILS
MASSAGE OILS
BURNING OILS
BLACK SEED OILS
HAIR OILS**



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Sent from my iPhone



Derrick W. Toone Inc.
Derrick Toone
Builder / General Contractor
(810) 625-1450
P.O. Box 93, Williamston, MI 48896
Email: dwu@live.com

Invoice

DATE 6-2-19

BILL TO
Oak Park Shops, LLC
29777 Telegraph Road, Suite 2631
Southfield, MI 48034

Proposal - page 1

Table with columns: DESCRIPTION, DUE DATE, P.O. NUMBER, AMOUNT. Contains line items for 13805 West Nine mile, 13807 W. Nine mile Rd, and 13821 West Nine mile Rd.

Page 1

Total



Derrick W. Toone Inc.
 Derrick Toone
 Builder / General Contractor
 (810) 625-1450
 P.O. Box 93, Williamston, MI 48895
 Email: dwti@live.com

Invoice

DATE 6-2-19

BILL TO

Oak Park Shops, LLC
 29777 Telegraph Rd Suite 2631
 Southfield, MI 48037

Proposal - page 2

DUE DATE

P.O. NUMBER

DESCRIPTION

AMOUNT

13831 West Nine Mile Rd., Oak Park, MI
 - Remove existing windows and window frames and replace with double pane windows of same size and frames. \$ 6,500.00

13835 West Nine Mile Rd., Oak Park, MI
 - Remove existing storefront door and install new door \$ 3,000.00

Total

Page 2

William's Glass & Building Company

26361 W. Eight Mile Road
Redford, Michigan 48240

313-592-4400

June 6, 2019

PROPOSAL

<u>DESCRIPTION</u>	<u>TOTAL</u>
<u>13805 West Nine Mile, Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
Add for transom above door that is an awning vent Remove old awning vent	\$475.00
<u>13807 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door.	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
<u>13821 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and Frames and replace with new windows with Breakmetal. App. 170" x 50"	\$2,400.00
<u>13825 Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
13831 West Nine Mile Rd, Oak Park, MI Remove existing storefront windows and replace with new windows consisting of 2" x 4" 1/2 clear anodized flush glaze aluminum. Glass to be 1" OA	

clear tempered insulated glass units.
Includes all necessary break metal and caulking \$6,000.00

13835 West Nine Mile Rd., Oak Park, MI
Remove existing storefront door and install new
door \$2,800.00

ALL PRICING DOES NOT INCLUDE PERMITS



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019 **AGENDA #**

SUBJECT: Façade grant approval 13805 Nine Mile Road
DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department has received an application for a Façade Improvement Grant for Shears in the Park or the building located at 13805 Nine Mile Road. The project specifications have met city guidelines for the program. The project consists of replacing the windows on the front side of the building. Estimated total cost of the windows is approximately \$3,795. The property owner/contractor will pull all required permits and make sure the windows meet all Michigan Building Code. Attached current building pictures and two quotes. It is recommended that City Council approve the grant for the \$1,898 maximum.

FINANCIAL STATEMENT: Funding is available facade improvement line item in the CIA budget, 251-00.000.970.003

RECOMMENDED ACTION: It is recommended that City Council approve the grant for a maximum of \$1,898.

APPROVALS:

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

Director of Finance: [Signature] Legal: NA

Budgeted:

EXHIBITS: bids, picture

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Oak Park Shops, LLC
 Address: 29777 Telegraph Road, Suite 2631
 City: Southfield State: MI ZIP Code: 48034
 Phone: 248-357-3000 Email: dannykallabat@comcast.net

FOR TENANTS

Name of Building Owner:
 Address of Building Owner:
 City: State: Zip Code:
 Phone: Email:

PROPERTY TO BE IMPROVED

Name of Business: Shears in the Park
 Address: 13805 West Nine mile Phone: 248-227-9101
 City: Oak Park State: MI ZIP Code: 48237
 Type of Business: barber shop Tax ID #:
 Proposed start of construction: 6-25-19 Anticipated completion: 6-26-19

Short description of proposed work:

replace windows, window frames and front door

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program

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2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program
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4. Applicant will review and abide by the Oak Park Design Guidelines
5. Applicant will pull permits if required.
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9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES

Signature of applicant: *[Signature]* Date: *6-10-19*

Printed name of applicant: *Danny Kallabat, member of Oak Park Shops, LLC*

Signature of Property Owner (if applicable): *[Signature]* Date: *6-10-19*

Printed name of Property Owner (if applicable): *Danny Kallabat, member of Oak Park Shops, LLC*

FOR DCED OFFICE USE ONLY

Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)? YES NO

Is the building in compliance with all zoning ordinances and current on all property taxes? YES NO

Are the proposed improvements eligible under the requirements of the program? YES NO

Has the applicant provided architectural drawings of the proposed improvement? YES NO

Has the applicant included at least two photos of the current property? YES NO

Has the applicant included at least two bids from licensed contractors for the work to be completed? YES NO

Are the proposed improvements consistent with the proposed Oak Park Design Guidelines? YES NO

Date submitted to city council for approval _____ Amount approved _____

City Council approved

YES

NO

Shears In The Park
Barber Salon
248-545-9503 • 13805 W. 9 Mile



NOW!
MOTO Shea Butter

WEIGHT LOSS BOO
NATURAL CLEANING & DE
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NO
PUBLIC
REST ROOM



Derrick W. Toone Inc.
Derrick Toone
Builder / General Contractor
(810) 625-1450
P.O. Box 93, Williamston, MI 48895
Email: dwt@live.com

Invoice

DATE 6-2-19

BILL TO
Oak Park Shops, LLC
29777 Telegraph Road, Suite 2631
Southfield, MI 48034

Proposal - page 1

DUE DATE P.O. NUMBER

DESCRIPTION	AMOUNT
13805 West Nine mile, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows of equal size - single pane. New frames included	\$3,500.00
Remove awning vent window above door and install new window vent	\$500.00
13807 W. Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows of equal size - single pane - install new frames	\$3,500.00
13821 West Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00
Remove existing storefront windows and window frames and install new windows and window frames of equal size. Single pane	\$2,800.00
13825 Nine mile Rd, Oak Park, MI	
Remove existing storefront door and install new door	\$3,000.00

Total

Page 1



Derrick W. Toone Inc.
Derrick Toone
Builder / General Contractor
(810) 625-1450
P.O. Box 93, Williamston, MI 48895
Email: dwti@live.com

Invoice

DATE: 6-2-19
INVOICE #:

BILL TO
Oak Park Shops, LLC
29777 Telegraph Rd. Suite 2631
Southfield, MI 48034

Proposal - page 2

DUE DATE: _____ P.O. NUMBER: _____

DESCRIPTION	AMOUNT
13831 West Nine Mile Rd., Oak Park, MI - Remove existing windows and window frames and replace with double pane windows of same size and frames.	\$ 6,500.00
13835 West Nine mile Rd., Oak Park, MI - Remove existing storefront door and install new door	\$ 3,000.00
Total	

Page 2

William's Glass & Building Company

26361 W. Eight Mile Road
Redford, Michigan 48240

313-592-4400

June 6, 2019

PROPOSAL

<u>DESCRIPTION</u>	<u>TOTAL</u>
<u>13805 West Nine Mile, Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
Add for transom above door that is an awning vent Remove old awning vent	\$475.00
<u>13807 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door.	\$2,800.00
Remove existing storefront windows and frames and replace with new windows App 106" x 91" and 24" x 91" with breakmetal.	\$3,320.00
<u>13821 West Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
Remove existing storefront windows and Frames and replace with new windows with Breakmetal. App. 170" x 50"	\$2,400.00
<u>13825 Nine Mile Rd., Oak Park, MI</u> Remove existing storefront door and install new door	\$2,800.00
13831 West Nine Mile Rd, Oak Park, MI Remove existing storefront windows and replace with new windows consisting of 2" x 4" 1/2 clear anodized flush glaze aluminum. Glass to be 1" OA	

clear tempered insulated glass units.
Includes all necessary break metal and caulking \$6,000.00

13835 West Nine Mile Rd., Oak Park, MI
Remove existing storefront door and install new
door \$2,800.00

ALL PRICING DOES NOT INCLUDE PERMITS



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

AGENDA #

SUBJECT: Approval of resolution to authorize Budget Amendment #2019-2

DEPARTMENT: Finance

SUMMARY: The City's annual budget was adopted on May 16, 2018 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 fourth quarter (6/30/19) budget amendment is attached and is also summarized below.

GENERAL FUND	
Audited Beginning Fund Balance July 1, 2018	\$ 3,894,814
Amended Budget as of March 31, 2019	\$ 0
Net Change in Fund Balance (Amendment #2019-1)	\$ 0
Estimated Ending Fund Balance June 30, 2019	<u>\$ 3,894,814</u>

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

- Various salary and fringe benefit accounts were adjusted in many of the funds to reflect actual activity to date. Adjustments to the budgets include items such as changes for vacancies, increase in pension contributions, allocations to other funds and variances in insurance costs due to the City being self-insured.
- Fines and fees revenue is up from prior year and budget due to greater collections of ticket revenue during the year.

- Business Licenses & Permit revenue along with State Revenue Sharing revenue are greater than prior year and what was budgeted.
- Interest income is up significantly citywide due to increase in investment activity and the increase in the unrealized gains on long-term investments.
- Transfers out expenditures to the OPEB Fund were increased for anticipated net extra revenue at year end.
- Expenditures were increased by \$52,000 to cover the cost of emergency repairs to the fire truck, \$13,500 to cover the cost of the special election for the schools (also see revenue for related reimbursement) and legal services for cases outside of the monthly retainer of \$20,000.
- Overall healthcare costs citywide are slightly better than anticipated to date. The city being self-insured can realize significant swings both up and down and to date the trend is favorable in many departments.
- Contributions to the Motor Pool were eliminated as they were not required to balance the annual budget.

Overall the net of this amendment balances the General Fund on an annual basis while being able to pay the additional required pension payments and OPEB contributions and to balance the operating budget.

SPECIAL REVENUE FUNDS

- The Major and Local Streets Fund revenue was adjusted to reflect estimated gas tax revenues through year end per the State along with other revenue adjustments to reflect activity to date. The Major Street budget was also increased to provide funding for the Sherman and Seneca pocket park renovations.
- The Solid Waste Fund was able to balance the annual operating budget with a minor decrease in overall revenue offset by better than anticipated monthly rubbish collection costs.
- The Michigan Indigent Defense Fund is new this year and the budget was adjusted to reflect the annual funding from the State along with the required match from the court. These are costs that historically would have been paid within the District Court Fund.

Note: The State of Michigan does not require budgets for any funds except the General and Special Revenue Funds. The City has chosen to be fiscally responsible and adopt budgets for all funds to assist in monitoring the overall financial activity of the City.

CAPITAL IMPROVEMENT FUNDS

- The Public Improvement Fund was amended to show a transfer to the General Fund to cover the cost of several capital projects being paid in the General Fund.
- The Municipal Complex Construction Fund budget was amended to use the remaining balance in the fund toward the city hall roofing project.

ENTERPRISE FUND

- The Water and Sewer Fund adjustment is primarily for activity related to the SAW grant along with salary and fringe benefit adjustments based on activity to date.

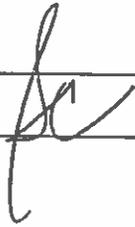
FINANCIAL STATEMENT: The proposed budget amendment has an impact on the fund balance of General Fund while keeping the estimated fund balance at approximately 19% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2019-2

APPROVALS:

City Manager: _____

Finance Director: _____

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City of Oak Park
Proposed Budget Amendments
June 30, 2019

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Description</u>
<u>General Fund</u>			
101-00.000-479.000	Building Permits	\$ 72,000	Increase per activity to date and projections thru year-end
101-00.000-502.000	Federal Grants	2,747	Increase per activity to date
101-00.000-502.100	Federal Grants - JAG	4,174	Increase per activity to date
101-00.000-654.215	Tree Removal billings	(10,000)	Decrease based on activity to date - decrease same in exp
101-00.000-570.000	Reimbursement - Election	13,456	Increase per activity to date and projections thru year-end
101-00.000-574.000	State Grant - State Revenue Sharing	56,114	Increase per estimate from Department of Treasury
101-00.000-659.000	Ordinance Fines	240,000	Increase to actual revenue to date
101-00.000-664.000	Interest Income	927	Increase to actual revenue to date
101-00.000-674.020	Charges for Services - Board Up	(25,000)	Decrease based on activity to date - decrease same in exp
101-00.000-676.001	Reimbursement - Miscellaneous	208,000	Larger than anticipated BCBS prescription reimbursement
101-17.345-573.000	State Grant - Local Comm Stab Auth	57	Adj to reimbursement from State related to Act 345 levy
101-17.345-675.000	Donations K-9	1,025	Increase per activity to date
	Total Revenue Increase (Decrease)	563,500	
101-13.210-802.100	Legal Services - Other	20,000	Increase per activity to date and projections thru year-end
101-14.191-726.000	Supplies	500	Increase per activity to date and projections thru year-end
101-14.191-801.012	Professional Services - Election worker	13,500	Increase due to special school election
101-14.191-900.000	Printing & Publications	1,740	Increase per activity to date and projections thru year-end
101-14.191-901.000	Advertising/Newspaper Postings	1,460	Increase per activity to date and projections thru year-end
101-15.201-714.000	Retirement - Defined Benefit	60,000	Adjust to actuary required contribution for FY 2019
101-15.201-722.202	Administrative Cost Reimb - MS	(10,000)	Adjust to 10% of Act 51 estimated revenue (see below)
101-15.201-722.203	Administrative Cost Reimb - LS	(13,700)	Adjust to 10% of Act 51 estimated revenue (see below)
101-16.371-818.017	Contractual Services - Board Up	(25,000)	Decrease based on activity to date - decrease same in rev
101-16.371-818.654	Contractual Services - Tree Removal	(10,000)	Decrease based on activity to date - decrease same in rev
101-17.345-714.000	Retirement - Defined Benefit	201,000	Adjust to actuary required contribution for FY 2019
101-17.345-715.000	Dental Insurance	15,000	Increase per activity to date and projections thru year-end
101-17.345-930.000	Repairs & Maintenance	52,000	Emergency repairs to fire truck - council approved
101-17.346-713.000	Health Insurance	10,000	Increase per activity to date and projections thru year-end
101-17.346-715.000	Dental Insurance	5,000	Increase per activity to date and projections thru year-end
101-18.441-702.000	Salaries and Wages	4,000	Increase per activity to date and projections thru year-end
101-18.441-714.000	Retirement - Defined Benefit	3,000	Additional contribution due to additional wages (above)
101-21.890-712.005	Retiree Healthcare - Extra Contribution	160,000	Increase per activity to date and projections thru year-end
101-21.890-999.654	Contribution to Motor Pool	(50,000)	Eliminate transfer - all revenues are charges for services
101-21.890-999.733	Contribution to Pub Safety Pen RHC	125,000	Adjust to estimated costs in fund 733
	Total Expenditure Increase (Decrease)	563,500	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>Library Fund</u>			
111-00.000-567.000	Library - State Aid	\$ 163	Actual distributions higher than anticipated
111-00.000-656.000	Library Public Access Fees	1,075	Actual fees higher than anticipated
111-00.000-664.000	Interest Income	2,891	Increased earnings rate and greater return on existing funds
111-00.000-674.000	Miscellaneous Revenue	455	Actual collections higher than anticipated
	Total Revenue Increase (Decrease)	4,584	
111-20.790-714.000	Retirement - Defined Benefit	1,000	Adjust to actuary required contribution for FY 2019
111-20.790-956.000	Miscellaneous	5,000	Per director request
	Total Expenditure Increase (Decrease)	6,000	
	Net Increase (Decrease) to Fund Balance	\$ (1,416)	

**City of Oak Park
Proposed Budget Amendments
June 30, 2019**

<u>Major Streets Fund</u>		
202-00.000-546.000	State Grants	(41,000) Adjust to actual receipts to date and state projections
202-00.000-664.000	Interest Income	25,383 Increase estimate of total investment earnings
202-00.000-674.000	Miscellaneous Revenue	500 Adjust to actual receipts to date
202-00.000-674.000	Miscellaneous - County Billings	13,000 Adjust to actual receipts to date
202-00.000-680.000	Reimbursement - Insurance	2,000 Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	\$ (117)
202-16.103-722.101	Administrative Cost Allocation - GF	10,000 Adjust to 10% of Act 51 estimated revenue
202-16.103-999.203	Transfer Out - Local Streets	(318,000) Reduce transfer due to additional major street projects
202-18.479-970.000	Capital Outlay	178,000 Sherman & Seneca pocket parks
202-18.479-970.000	Capital Outlay	334,883 Additional Coolidge bridge enhance costs
	Total Expenditure Increase (Decrease)	\$ 204,883
	Net Increase (Decrease) to Fund Balance	\$ (205,000)
<u>Local Streets Fund</u>		
203-00.000-546.000	State Grants	36,088 Adjust to actual receipts to date and state projections
203-00.000-653.000	Sidewalk Billings	40,475 Adjust to actual receipts to date
203-00.000-664.000	Interest Income	10,074 Increase estimate of total investment earnings
203-00.000-674.000	Miscellaneous Fees	140 Adjust to actual receipts to date
203-00.000-699.202	Transfers In - Major Streets	(318,000) Reduce transfer due to additional major street projects
	Total Revenue Increase (Decrease)	\$ (231,223)
203-16.103-722.101	Administrative Cost Allocation - GF	13,700 Adjust to 10% of Act 51 estimated revenue
	Total Expenditure Increase (Decrease)	\$ 13,700
	Net Increase (Decrease) to Fund Balance	\$ (244,923)
<u>Solid Waste Fund</u>		
226-00.000-420.000	Del Pers Prop Tax - P/Y	6,000 Adjust budget based on prior year actual receipts
226-00.000-573.000	State Grant - Local Comm Stab Auth	(7,225) Adjust budget based on prior year actual receipts
226-00.000-649.000	Utility Billings - Penalty	(3,500) Adjust budget based on prior year actual receipts
226-00.000-664.000	Interest Income	16,244 Adjust budget based on prior year, cash balance & return
226-00.000-674.000	Miscellaneous Revenue	(30,000) Adjust budget based on prior year actual receipts
	Total Revenue Increase (Decrease)	\$ (18,481)
226-18.528-702.000	Salaries and Wages	(25,000) Reduce per activity to date and projections thru year-end
226-18.528-807.000	Refuse Collection	(100,000) Reduce per activity to date and projections thru year-end
	Total Expenditure Increase (Decrease)	\$ (125,000)
	Net Increase (Decrease) to Fund Balance	\$ 106,519
<u>Corridor Improvement Authority</u>		
251-00.000-676.001	Reimbursement - Miscellaneous	17,000 SEMCOG Grant - part reimb of professional services
	Total Revenue Increase (Decrease)	\$ 17,000
251-00.000-801.000	Professional Services	20,000 Joint project with SEMCOG and other communities
251-00.000-864.000	Conference & Workshops	450 Adjust to actual expenditures to date and final projections
251-00.000-970.001	Capital Outlay - Streetscape Improvement	5,000 Adjust to actual expenditures to date and final projections
251-00.000-970.003	Capital Outlay - Façade	(3,000) Adjust to actual expenditures to date and final projections
	Total Expenditure Increase (Decrease)	\$ 22,450
	Net Increase (Decrease) to Fund Balance	\$ (5,450)

City of Oak Park
Proposed Budget Amendments
June 30, 2019

<u>Michigan Indigent Defense Commission Fund</u>			
260-00.000-543.000	State Grants	208,969	Adjust to actual to date and estimated for balance of year
	Total Revenue Increase (Decrease)	\$ 208,969	
120-50.137-726.000	Materials & Supplies	2,738	Adjust to actual expenditures
260-50.137-818.000	Contractual Services	206,231	Adjust to actual expenditures
	Total Expenditure Increase (Decrease)	\$ 208,969	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>Community Development Block Grant Fund</u>			
275-00.504-502.000	Federal Grants	19,044	Adjust to actual to date and estimated for balance of year
	Total Revenue Increase (Decrease)	\$ 19,044	
275-16.504-702.000	Salaries & Wages	26,000	Adjust to actual to date and estimated for balance of year
275-16.505-714.000	Retirement - Defined Benefit	13,900	Adjust to actual to date and estimated for balance of year
	Total Expenditure Increase (Decrease)	\$ 39,900	
	Net Increase (Decrease) to Fund Balance	\$ (20,856)	
<u>Mental Health Court Grant Fund</u>			
283-00.000-543.000	State Grants	21,000	Adjust to actual to date and estimated for balance of year
276-13.000-664.000	Interest Income	-	Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	\$ 21,000	
283-50.137-818.000	Contractual Services	-	Adjust to actual and projected remaining expenditures
	Total Expenditure Increase (Decrease)	\$ -	
	Net Increase (Decrease) to Fund Balance	\$ 21,000	
<u>Veterans Treatment Court Grant Fund</u>			
284-00.000-543.000	State Grants	22,389	Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	\$ 22,389	
284-50.137-818.000	Contractual Services	7,000	Adjust to actual and projected remaining expenditures
	Total Expenditure Increase (Decrease)	\$ 7,000	
	Net Increase (Decrease) to Fund Balance	\$ 15,389	
<u>2011 Library/Recreation Debt Service Fund</u>			
305-88.905-699.101	Transfer In - General Fund	34	Adjust to actual billings from county
	Total Revenue Increase (Decrease)	\$ 34	
305-88.905-997.000	Debt Service - Paying Agent Fee	34	Adjust to actual balance of year
	Total Expenditure Increase (Decrease)	\$ 34	
	Net Increase (Decrease) to Fund Balance	\$ -	

**City of Oak Park
Proposed Budget Amendments
June 30, 2019**

<u>Public Improvement Fund</u>			
401-70.900-664.000	Interest Income	5,452	Estimate based on prior and current year activity
	Total Revenue Increase (Decrease)	\$ 5,452	
401-70.900-999.101	Transfer Out - General Fund	(173,027)	Transfer no longer needed - removed in GF last quarter
	Total Expenditure Increase (Decrease)	\$ (173,027)	
	Net Increase (Decrease) to Fund Balance	\$ 178,479	
<u>City Owned Property Fund</u>			
402-00.000-664.000	Interest Income	1,971	Estimate based on prior and current year activity
402-00.000-673.000	Sale of Fixed Assets	23,881	Proceeds from sale of county delinquent tax properties
	Total Revenue Increase (Decrease)	\$ 25,852	
402-72.444-956.100	Purchase of Property	4,433	County delinquent properties plus Coolidge property
	Total Expenditure Increase (Decrease)	\$ 4,433	
	Net Increase (Decrease) to Fund Balance	\$ 21,419	
<u>Municipal Complex Construction Fund</u>			
452-59.451-664.000	Interest Income	700	Estimate based on prior and current year activity
	Total Revenue Increase (Decrease)	\$ 700	
452-59.451-801.000	Professional Services	44,078	Balance in fund to be spent on city roof project
	Total Expenditure Increase (Decrease)	\$ 44,078	
	Net Increase (Decrease) to Fund Balance	\$ (43,378)	
<u>Water and Sewer Fund</u>			
592-00.000-571.000	Reimbursement - SAW Grant	330,000	Adjust to actual receipts to date
592-00.000-664.000	Interest Income	20,735	Estimate based on prior and current year activity
592-00.000-676.006	Reimbursement - West Nile	3,765	Adjust to actual reimbursement
	Total Revenue Increase (Decrease)	\$ 354,500	
592-16-550-714.000	Retirement - Defined Benefit	65,000	Adjust to actuary required contribution for FY 2019
592-16-619-818.619	Contractual Services - SAW Grant	110,000	Adjust to actual expenditures to date
592-18-537-714.000	Retirement - Defined Benefit	65,000	Adjust to actuary required contribution for FY 2019
592-18-538-714.000	Retirement - Defined Benefit	60,000	Adjust to actuary required contribution for FY 2019
592-18-538-730.000	Water Meters	15,000	More meters than anticipated due to new construction
592-18-540-714.000	Retirement - Defined Benefit	11,000	Adjust to actuary required contribution for FY 2019
592-18-550-714.000	Retirement - Defined Benefit	25,000	Adjust to actuary required contribution for FY 2019
592-18-550-726.000	Supplies	3,500	Additional cost related to West Nile program
	Total Expenditure Increase (Decrease)	\$ 354,500	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>Risk Management Fund</u>			
677-42.871-664.000	Interest Income	1,300	Estimate based on prior and current year activity
677-42.871-674.000	Miscellaneous Fees	14,000	Estimate based on prior and current year activity
677-42.871-699.000	Charges to Other Funds	(15,300)	Adjust charges to zero current year rev and exps
	Total Revenue Increase (Decrease)	\$ -	
677-42.871-909.000	Insurance - Workers Compensation	-	Allowance of prior year true up
677-42.871-910.000	Insurance - Liability and Property	-	Adjust budget to actual annual insurance premium
	Total Expenditure Increase (Decrease)	\$ -	
	Net Increase (Decrease) to Fund Balance	\$ -	

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2019-2 is authorized:

INCREASE
(DECREASE)

GENERAL FUND

REVENUES	
LICENSE AND PERMITS	\$ 72,000
INTERGOVERNMENTAL	76,548
CHARGES FOR SERVICES	(35,000)
FINES	240,000
INTEREST INCOME	927
OTHER REVENUE	<u>209,025</u>
TOTAL REVENUES	563,500

EXPENDITURES	
CITY CLERK - ELECTIONS	17,200
FINANCE	36,300
CITY ATTORNEYS - CIVIL AND LABOR	20,000
TECHNICAL AND PLANNING	(35,000)
PUBLIC SAFETY	283,000
RECREATION	160,000
PUBLIC WORKS	7,000
TRANSFERS OUT	<u>75,000</u>
TOTAL EXPENDITURES	563,500

Net Increase (Decrease) to Fund Balance	<u>\$ -</u>
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LIBRARY FUND

REVENUES	
INTERGOVERNMENTAL	\$ 163
CHARGES FOR SERVICES	1,075
INTEREST INCOME	2,891
OTHER REVENUE	<u>455</u>
TOTAL REVENUES	4,584

EXPENDITURES	
FRINGES	1,000
OPERATIONS	<u>5,000</u>
TOTAL EXPENDITURES	6,000

Net Increase (Decrease) to Fund Balance	<u>\$ (1,416)</u>
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MAJOR STREETS FUND

REVENUES	
INTERGOVERNMENTAL	\$ (41,000)
INTEREST INCOME	25,383
OTHER REVENUE	<u>15,500</u>
TOTAL REVENUES	(117)

EXPENDITURES	
FRINGES	10,000
CAPITAL OUTLAY	512,883
TRANSFER OUT - LOCAL STREETS	(318,000)
TOTAL EXPENDITURES	<u>204,883</u>

Net Increase (Decrease) to Fund Balance	<u>\$ (205,000)</u>
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INCREASE
(DECREASE)

LOCAL STREETS FUND

REVENUES	
INTERGOVERNMENTAL	\$ 36,088
INTEREST INCOME	10,074
OTHER REVENUE	40,615
TRANSFER IN - MAJOR STREETS	(318,000)
TOTAL REVENUES	<u>(231,223)</u>
EXPENDITURES	
FRINGES	13,700
TOTAL EXPENDITURES	<u>13,700</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (244,923)</u>

SOLID WASTE FUND

REVENUES	
INTERGOVERNMENTAL	\$ (1,225)
INTEREST INCOME	16,244
CHARGES FOR SERVICES	(33,500)
TOTAL REVENUES	<u>(18,481)</u>
EXPENDITURES	
FRINGES	(25,000)
OPERATIONS	(100,000)
TOTAL EXPENDITURES	<u>(125,000)</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 106,519</u>

CORRIDOR IMPROVEMENT FUND

REVENUES	
OTHER REVENUE	\$ 17,000
TOTAL REVENUES	<u>17,000</u>
EXPENDITURES	
OPERATIONS	20,450
CAPITAL OUTLAY	2,000
TOTAL EXPENDITURES	<u>22,450</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (5,450)</u>

MICHIGAN INDIGENT DEFENSE COMMISSION FUND

REVENUES	
INTERGOVERNMENTAL	\$ 208,969
TOTAL REVENUES	<u>208,969</u>
EXPENDITURES	
OPERATIONS	208,969
TOTAL EXPENDITURES	<u>208,969</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>

INCREASE
(DECREASE)

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

REVENUES	
FEDERAL GRANT	\$ 19,044
TOTAL REVENUES	<u>19,044</u>
EXPENDITURES	
SALARIES	26,000
FRINGES	13,900
TOTAL EXPENDITURES	<u>39,900</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (20,856)</u>

MENTAL HEALTH COURT GRANT FUND

REVENUES	
INTERGOVERNMENTAL	\$ 21,000
TOTAL REVENUES	<u>21,000</u>
EXPENDITURES	
OPERATIONS	-
TOTAL EXPENDITURES	<u>-</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 21,000</u>

VETERANS TREATMENT COURT GRANT FUND

REVENUES	
INTERGOVERNMENTAL	\$ 22,389
TOTAL REVENUES	<u>22,389</u>
EXPENDITURES	
OPERATIONS	7,000
TOTAL EXPENDITURES	<u>7,000</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 15,389</u>

2011 LIBRARY/RECREATION DEBT SERVICE FUND

REVENUES	
INTEREST EARNINGS	\$ 34
TOTAL REVENUES	<u>34</u>
EXPENDITURES	
OPERATIONS	34
TOTAL EXPENDITURES	<u>34</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>

PUBLIC IMPROVEMENT FUND

REVENUES	
INTEREST EARNINGS	\$ 5,452
TOTAL REVENUES	<u>5,452</u>
EXPENDITURES	
TRANSFER OUT - GENERAL FUND	(173,027)
TOTAL EXPENDITURES	<u>(173,027)</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 178,479</u>

INCREASE
(DECREASE)

CITY OWNED PROPERTY FUND	
REVENUES	
INTEREST EARNINGS	\$ 1,971
SALE OF FIXED ASSETS	\$ 23,881
TOTAL REVENUES	<u>25,852</u>
EXPENDITURES	
PURCHASE OF PROPERTY	4,433
TOTAL EXPENDITURES	<u>4,433</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 21,419</u>

MUNICIPAL COMPLEX CONSTRUCTION FUND	
REVENUES	
INTEREST EARNINGS	\$ 700
TOTAL REVENUES	<u>700</u>
EXPENDITURES	
CAPITAL OUTLAY	44,078
TOTAL EXPENDITURES	<u>44,078</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (43,378)</u>

WATER AND SEWER FUND	
REVENUES	
FEDERAL GRANT	\$ 330,000
INTEREST EARNINGS	20,735
OTHER REVENUE	3,765
TOTAL REVENUES	<u>354,500</u>
EXPENDITURES	
FRINGES	336,000
OPERATIONS	3,500
CAPITAL OUTLAY	15,000
TOTAL EXPENDITURES	<u>354,500</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>

RISK MANAGEMENT INTERNAL SERVICE FUND	
REVENUES	
CHARGES TO OTHER FUNDS	\$ (15,300)
INTEREST EARNINGS	1,300
OTHER REVENUE	14,000
TOTAL REVENUES	<u>-</u>
EXPENDITURES	
INSURANCE - WORKERS COMPENSATION	-
INSURANCE - LIABILITY AND PROPERTY	-
TOTAL EXPENDITURES	<u>-</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>

I certify that the forgoing is a true and complete copy of a Resolution adopted by the City Council of the City of Oak Park at a regular Meeting held on this 17th day of June, 2019.

T. Edwin Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 17, 2019

SUBJECT: BIZLIBRARY – Professional Services Contract for Employee Citywide Training

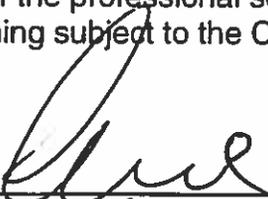
DEPARTMENT: City Manager/Human Resources

SUMMARY: A search was conducted for professional services that would meet the City Manager's goal of establishing employee training that would be more efficient and cost effective than the current practices. In keeping with industry changes relative to employee training, the Human Resources Department is desirous of moving to e-learning through the use of a cloud-based learning management system made available as a part of the training professional services provided by BIZLIBRARY.

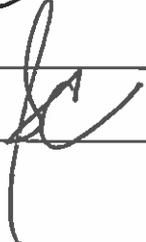
FINANCIAL STATEMENT: Contract amount is \$8941.77 annually for three years.

RECOMMENDED ACTION: To approve signing of the documentation for implementation of the professional services contract with BIZLIBRARY for employee e-learning subject to the City Attorney review.

APPROVALS:

City Manager: 

Department Director: _____

Director of Finance: 

Budgeted:

EXHIBITS:

1. Master Subscription Agreement
2. Service Level Agreement

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF OUR SERVICES.

IF CLIENT REGISTERS FOR A FREE TRIAL OF OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

This Agreement is effective between Client and Business Training Library, Inc. ("BizLibrary") as of the last date set forth on the signature page ("Effective Date").

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings given those terms as hereinafter set forth:
 - 1.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - 1.2. "Agreement" means this Master Services Agreement.
 - 1.3. "Services" means the product(s) listed on an Order Form (defined below) and attached hereto, including, without limitation, all corrections, updates, modifications, releases, versions, and enhancements to such product(s) that may hereafter be generally released by BizLibrary.
 - 1.4. "Client" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company.
 - 1.5. "Client Content" means all text, images, data and other electronic content or information submitted by Client to the Services.
 - 1.6. "Commencement Date" means the date on which the Services specified in an Order Form is first made available to Client.
 - 1.7. "Documentation" means BizLibrary's then current guides and manuals published by BizLibrary and made generally available by BizLibrary for the Services.
 - 1.8. "Effective Date" shall have the meaning ascribed to that term written above.
 - 1.9. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
 - 1.10. "Order Form" means the ordering documents for Client's purchases from BizLibrary that are executed hereunder by the parties from time to time. Order Forms shall be deemed incorporated herein.
 - 1.11. "Subscription Term" means the period of time that Client may use and access the Services beginning on the Commencement Date and as set forth in the applicable Order Form. The Services may automatically deactivate and become non-operational at the end of the Subscription Term, and Client shall not be entitled to access the Services unless the Subscription Term is renewed.
 - 1.12. "Users" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been purchased, and who have been supplied user identifications and passwords by Client (or by BizLibrary at Client's request). Users are limited to employees, consultants, contractors and agents of Client. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who are no longer employees, consultants, contractors or agents of Client, or at the anniversary of the Commencement Date of the Services.
2. **Grant of License.**
 - 2.1. **Grant.** Subject to the terms and conditions of this Agreement, BizLibrary hereby grants to Client a non-exclusive and nontransferable license to, during any Subscription Term, (a) access and use the Services via the internet, and (b) use the Documentation provided by BizLibrary. Client agrees that its purchase of User subscription(s) for the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by BizLibrary with respect to future functionality or features.

2.2. Additional Restrictions. The license granted in Section 2.1 above is conditioned upon Client's strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Client may use the Services for Client's own internal business purposes only as contemplated by this Agreement and not for outsourcing; (b) Client shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial timesharing, or otherwise commercially exploit the Services; (c) Client shall not create derivative works based on the Services or cause or permit others to; (d) Client shall not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to do so; (e) Client shall not copy, frame or mirror any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes; (f) Client shall not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; and (g) Client shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation.

2.3. Reserved Rights. BizLibrary hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way BizLibrary's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so.

3. Use of Services.

3.1. BizLibrary Responsibilities. BizLibrary will (i) routinely backup (not less frequently than once-per-day) all Client Content; (ii) use industry standard security measures to maintain Client's Users' login information (e.g., User IDs and passwords) for the Services in confidence; and (iii) not use Client Content for any purpose other than to provide support services. BizLibrary may access Client's account and Client Content as necessary to identify or resolve technical problems or respond to complaints about the Services. BizLibrary will use commercially reasonable efforts to maintain the confidentiality of Client Content. All storage, backup and archival media, containing Client Content shall be (a) physically stored in a secured area (b) logically separated from any other client's data and (c) protected by industry standard encryption methods.

3.2. Client Responsibilities. Client shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the Client Content, and (c) use the Services only in accordance with applicable laws and government regulations. Client shall not (i) upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. Any conduct by Client that in BizLibrary's discretion restricts or inhibits any other BizLibrary client from using or enjoying the Services is expressly prohibited. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify BizLibrary promptly of any such unauthorized access or use. Client shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto.

4. Fees.

4.1. Payment. Client agrees to pay BizLibrary a fee in US Dollars in accordance with the amounts and dates specified on the applicable Order Form. Except as otherwise provided: (i) the subscription fees set forth in each Order Form hereunder shall be fixed during the Subscription Term of such Order Form, including for purchases of additional Users; (ii) the Subscription Term and services fees set forth in each Order Form hereunder will be invoiced upon execution of such Order Form. Except as otherwise specified herein, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable. Any payment not received from Client by the due date may accrue, at BizLibrary's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.

4.2. Taxes. If BizLibrary has the legal obligation to pay or collect taxes for which Client is responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of performance of BizLibrary under this Agreement, the appropriate amount shall be invoiced to and paid by Client promptly, but in any event within 30 days from the date of the invoice, unless Client provides BizLibrary with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Intellectual Property Rights.

5.1. **Generally.** All right, title, and interest in and to the Services and Documentation, including, without limitation, all modifications, enhancements and intellectual property rights thereto shall belong solely to BizLibrary and/or its applicable suppliers.

5.2. **Ownership of Client Content.** As between BizLibrary and Client, Client exclusively owns all right, title and interest in and to the Client Content. In the event of termination or expiration of this Agreement or any applicable Order Form, BizLibrary agrees to promptly: (a) return to the Client the Client Content (if requested by Client within thirty (30) days of such termination or expiration); or (b) destroy or permanently erase (on all forms of recordation) the Client Content and, if requested by Client, acknowledge in writing that all such Client Content has been destroyed or permanently erased, and BizLibrary will have no other further obligation to maintain or provide access to Client Content. Notwithstanding the foregoing, BizLibrary may retain copies of the Client Content to the extent required to comply with applicable legal and regulatory requirements, provided, however, that BizLibrary's use of the Client Content will remain subject to the terms and conditions of this Agreement.

5.3. **Suggestions.** BizLibrary shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the Services without compensation.

6. Confidentiality.

6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Client Content, the Services, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Client Content) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding any other provision, BizLibrary may disclose Client Content if BizLibrary determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; or (c) to respond to claims that Client is using the Services to perform or support activities that violate the law or the rights of third parties.

6.5 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Representations and Warranties.

7.1. **Mutual Warranties.** Each party represents and warrants that (a) it has the legal power to enter into this Agreement, (b) it will not transmit to the other party any Malicious Code, (c) the execution, delivery, performance of this Agreement have been duly authorized by the requisite action on the part of each party, and (d) it is financially solvent, able to pay its debts as they mature and able to complete its obligations hereunder.

7.2. **BizLibrary Warranty.** BizLibrary warrants during the Subscription Term that the Services will be free of material defects and will function in substantial conformance to its Documentation. BizLibrary does not make any representations or warranties that the functions performed by the Services will meet Client's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the Services will be corrected. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BIZLIBRARY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BIZLIBRARY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, BIZLIBRARY FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. No action for breach of the limited warranty set forth in this Section 7.2 may be commenced more than one (1) year following the expiration date of such limited warranty.

8. **Damages and Limitation of Liability.**

8.1. **Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **Limitation of Liability.** IN ALL EVENTS, BIZLIBRARY'S AGGREGATE LIABILITY TO CLIENT FOR CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE MAXIMUM OF A) THE AMOUNT ACTUALLY PAID BY CLIENT TO BIZLIBRARY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE CLAIM WHICH GAVE RISE TO THE LIABILITY AROSE OR B) THE ANNUALIZED SUBSCRIPTION VALUE AT THE TIME OF SUCH CLAIM.

9. **Mutual Indemnification.**

9.1 **Indemnification by BizLibrary.** Subject to this Agreement, BizLibrary shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Services as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Client (a) promptly gives written notice of the Claim to BizLibrary; (b) gives BizLibrary sole control of the defense and settlement of the Claim (provided that BizLibrary may not settle or defend any Claim unless it unconditionally releases Client of all liability); and (c) provides to BizLibrary, at BizLibrary's cost, all reasonable assistance. This Section 9.1 states BizLibrary's entire liability and Client's exclusive remedy for any claim of infringement.

9.2 **Indemnification by Client.** Subject to this Agreement, Client shall defend, indemnify and hold BizLibrary harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against BizLibrary by a third party alleging that the Client Content, or Client's use of the Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that BizLibrary (a) promptly gives written notice of the Claim to Client; (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle or defend any Claim unless it unconditionally releases BizLibrary of all liability); and (c) provides to Client, at Client's cost, all reasonable assistance.

10. **Monitoring.** BizLibrary shall have the right, but not the obligation, to monitor the content of the Services to determine compliance with this Agreement and any operating rules established by BizLibrary and to satisfy any law, regulation or authorized government request. Without limiting the foregoing, BizLibrary shall have the right to remove any material submitted to the Services that BizLibrary, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

11. **Term and Termination.**

11.1. **Term of Agreement.** The term of this Agreement commences on the Effective Date and continues until all Subscription Terms expire or are otherwise terminated.

11.2. Subscription Term and Renewal. Client may use and access the Services during the Subscription Term. Subscription Terms shall automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the relevant Subscription Term. The per-unit pricing during any renewal term will increase by up to 10% above the applicable pricing in the prior term, unless BizLibrary provides Client notice of different pricing at least sixty (60) days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at BizLibrary's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3. Termination. Client may terminate this Agreement at any time with thirty (30) days prior written notice if BizLibrary commits a material breach of this Agreement that, (if it is capable of being cured) is not cured within thirty (30) days from written notice to BizLibrary. Without limiting any other remedies available to it, BizLibrary may immediately suspend access to the Services and/or terminate this Agreement if: (a) Client commits a material breach of this Agreement that (if it is capable of being cured) is not cured within thirty (30) days from written notice to Client (and within ten (10) days from written notice to Client in the case of non-payment); or (b) BizLibrary determines that Client's actions are likely to cause legal liability for BizLibrary or its suppliers or other clients.

11.4. Effects of Termination. Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if Client does not renew in accordance with Section 11.2, the rights and licenses granted hereunder will automatically terminate, and Client may not continue to use the Services. BizLibrary will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. If the Agreement is terminated based on BizLibrary's uncured material breach, BizLibrary shall refund to Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of such termination. If the Agreement is terminated based on Client's uncured material breach, Client shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of such termination. In no event shall any termination relieve Client of the obligation to pay any fees payable to BizLibrary for the period prior to the effective date of termination. Client agrees that if Client terminates this Agreement, BizLibrary is not obligated to refund any portion of subscription fees already paid to BizLibrary. Upon the termination of this Agreement for any reason, Client shall, at Client's sole cost and expense, immediately cease using the Services. Upon request by Client made within thirty (30) days after the effective date of termination or expiration of this Agreement, BizLibrary will make Client Content available to Client for export or download as provided in the Documentation. After such thirty (30) day period, BizLibrary will have no obligation to maintain or provide any Client Content, and will thereafter delete or destroy all copies of Client Content, unless legally prohibited. Termination of this Agreement shall not limit BizLibrary from pursuing any other remedies available to it, including injunctive relief.

12. Miscellaneous.

12.1. General. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Headings in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.

12.2. Severability. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.3. Assignment. Client may not assign this Agreement, in whole or in part, without BizLibrary's prior written consent, except that Client may assign this Agreement without BizLibrary's consent in connection with a merger or acquisition, provided that the assignee assumes all of the obligations of Client hereunder and is not a BizLibrary competitor and provided further that Client provides BizLibrary with reasonable prior written notice of such merger or acquisition. Any attempt to assign this Agreement other than as permitted above will be null and void. BizLibrary may assign any of its, rights, obligations or this Agreement without Client's consent, provided that BizLibrary will provide Client with notice if it assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.4. Entire Agreement; Breach and Waiver; Amendment. This Agreement, including all exhibits and addenda hereto and Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective against BizLibrary

only if in writing and signed by duly authorized representatives of BizLibrary. Client acknowledges that this Agreement may be amended or modified from time-to-time and that Client's continued use of the Services after the effective date of such amendments or modifications constitutes acceptance of such amendments and/or modifications. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms shall be null and void. No waiver of any breach of this Agreement shall constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement.

- 12.5. Force Majeure.** Subject to the further provisions of this Section, any delays or failures by either party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's reasonable control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The period of excused performance pursuant to the foregoing shall be (and only shall be) the actual period during which such an occurrence continues. Accordingly, neither party hereto shall have the right to terminate this Agreement for cause on account of a failure of the other party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing.
- 12.6. Federal Government End Use Provisions.** BizLibrary provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). In the event that a government agency may need rights not conveyed under these terms, it must negotiate with BizLibrary to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.
- 12.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal actions or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in St. Louis, MO and the parties hereby consent to personal jurisdiction and venue therein.
- 12.8. Client Reference and Case Study.** Either party may include the other's name and logo in client or vendor lists including those client or vendor lists used in press releases. Client also agrees to consider the following upon reasonable request: (i) serving as a reference or hosting onsite reference visits; (ii) collaborating on press releases announcing or promoting the relationship upon completion of the initial phase of the project with the help of the BizLibrary marketing team; and (iii) collaborating on case studies or other marketing collateral as Client realizes a return on investment following successful deployment with specific metrics around time and cost savings along with business impact in a white paper.
- 12.9. Survival.** The parties' rights and obligations under Sections 4, 5, 6, 8, 9, 11 and 12 shall survive the termination of this Agreement for any reason.
- 12.10. Notices.** All notices required or contemplated by this Agreement shall be in writing. Notices from Client to BizLibrary shall be delivered or mailed to **Business Training Library, Inc., 14500 S Outer Forty Suite 500, Chesterfield, MO 63017**, or emailed to **accounting@bizlibrary.com** and notices from BizLibrary to Client shall be delivered or mailed to Client at the address given in a signed Order Form. Any notice to be given or served hereunder by either party shall be deemed given and received hereunder when delivered personally, emailed, sent by nationally recognized overnight delivery service, or three (3) days after being mailed certified mail, postage prepaid, to Client or BizLibrary in accordance with this Section.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Uptime Commitment.** BizLibrary will use commercially reasonable efforts to ensure that the Services will be available at least 99% of the time, as measured by calendar month, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any updates, upgrades or other modifications to the Services (“Uptime Commitment”). BizLibrary will use commercially reasonable efforts to minimize the effect of such maintenance on the Services.
2. **Exclusions.** The Uptime Commitment shall not apply in the event of any causes beyond the control of BizLibrary or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the Internet generally, any actions or inactions of Client or any third party, or other failures.
3. **Service Credits.**
 - 3.1 If BizLibrary fails to meet the required Uptime Commitment in a particular calendar month, Client shall be entitled (as its sole and exclusive remedy) to a credit as set forth below (each an “Uptime Credit”). Any Uptime Credit issued for a particular calendar month will be calculated as a percentage of the actual subscription fees for such month and will be determined as follows:

<u>Actual Uptime Percentage</u>	<u>Uptime Credit %</u>
≥99%	0% of monthly subscription fee
95-99%	5% of monthly subscription fee
90-95%	10% of monthly subscription fee
<90%	20% of monthly subscription fee

- 3.2 BizLibrary will provide Client with information to permit Client to determine whether the Uptime Commitment has been achieved, and Client agrees that only measurements provided by BizLibrary shall be used for calculation. Any applicable Uptime Credit will be issued as a credit against future subscription fees or, if no additional subscription fees are payable when the Agreement terminates, will be provided to Client in the form of a refund paid within thirty (30) days after the effective date of termination. All requests for credits must be received within seven (7) days after the end of the calendar month during which such credit accrued.



BY ACCEPTING THIS AGREEMENT, CLIENT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

BIZLIBRARY

CLIENT (name and address):

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____