

Oak Park

City Council Agenda

September 3, 2019





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
September 3, 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 August 19, 2019
 - B. Recycling and Environmental Conservation Commission Meeting Minutes of June 20, 2019
 - C. Zoning Board of Appeals Meeting Minutes of July 23, 2019
 - D. Public Safety Activity Summary Reports for January – June, 2019
 - E. Request to reschedule the Recycling and Environmental Conservation Commission meeting of Thursday, October 17, 2019 to Wednesday, October 16, 2019 at 6:00 pm.
 - F. Request to approve an agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward
 - G. Request to approve payment of invoices from G2 Consulting Group for material testing on the 9 Mile Road Diet Project for the total amount of \$5,986.88
 - H. Request to declare specified vehicles as surplus and sold by sealed bid, public auction, or disposal at the lowest expense to the City in accordance with City policy
 - I. Licenses - New and Renewals as submitted for September 3, 2019
6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 - A. Introduction of Oak Park School District Superintendent Jamii Hitchcock
 7. **SPECIAL RECOGNITION/PRESENTATIONS:** None
 8. **PUBLIC HEARINGS:** None
 9. **COMMUNICATIONS:** None
 10. **SPECIAL LICENSES:**
 - A. Request for a Special Event License submitted by Little Big World, 21310 Coolidge, for a Grand Opening event to be held September 29, 2019
 - B. Request for a Special Event License submitted by BurgerIM Oak Park, 24740 Greenfield Rd., for a Grand Opening event to be held September 15, 2019
 11. **ACCOUNTING REPORTS:** None

12. **BIDS:** None

13. **ORDINANCES:** None

14. **CITY ATTORNEY:**

A. Request to approve the Right of Way License Agreement with MoGo (DDP Bike Share)

15. **CITY MANAGER:**

Department of Public Works

A. Request to authorize the Public Works Department to participate in the Oakland pre-bid contract to purchase a new Animal Control truck in the amount of \$25,196.00.

B. Request to authorize the Public Works Department to participate in the MiDeal State Cooperative for the purchase of a Bobcat Toolcat 5600 Utility Work Machine in the amount of \$53,182.14

C. Request to approve Proposed Change Order No. 1 in the amount of \$1,260.00 and Payment Application No. 1 in the amount of \$104,089.21 to Warren Contractors and Development Inc. of Shelby Township, MI for the 2018 Pocket Parks Construction Project, M-689

Public Safety

D. Request to adopt Traffic Control Order #160 Sec 1.20 designating the intersection of Balfour and Kipling a permanent four way stop

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
August 19, 2019
7:00 PM**

MINUTES

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

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

ABSENT: Mayor McClellan, Council Member Rich

OTHERS

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

APPROVAL OF AGENDA:

There were no objections to proceed with the agenda as presented.

CONSENT AGENDA:

CM-08-256-19 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of August 19, 2019 **CM-08-257-19**
- B. Special Council Meeting Minutes of August 19, 2019 **CM-08-258-19**
- C. Library Board Meeting Minutes of May 21, 2019 and June 6, 2019 **CM-08-259-19**
- D. Payment Application No. 7 for the 2018 45th District Court Renovation Project, M-684, to Frank Rewold & Son, Inc., for the amount of \$94,209.98 **CM-08-260-19**
- E. Payment Application No. 3 (final) for the 2017 Miscellaneous Sewer Repair Project, M-671, to Bricco Excavating for the amount of \$5,000.00 **CM-08-261-19**
- F. Payment of invoices from OHM Advisors for Bridge Enhancements, Technology Design for the Court Project, Safe Routes to School Preliminary Engineering, Nine Mile Road Diet Construction Engineering and AMP GIS Support in the total amount of \$108,147.50 **CM-08-262-19**
- G. Licenses - New and Renewals as submitted for August 19, 2019 **CM-08-263-19**

**MERCHANT'S LICENSES – August 19, 2019
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
WHEEL DEPOT	13800 EIGHT MILE	\$150.00	WHEEL AND TIRE SALES
<u>2019 RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
SALON ULTIMO	22155 COOLIDGE	\$225.00	SALON

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-08-264-19 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – OAK PARK SERVICE LEARNING ACADEMY – FAMILY MOVIE NIGHT – APPROVED

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

Name	Event	Fee
Oak Park Service Learning Academy 21700 Marlow St.	Outdoor family movie night August 27, 2019 7:00 PM – 10:30 PM	Application fee paid

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

MOTION DECLARED ADOPTED

CM-08-265-19 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – SENECA ST. BLOCK PARTY – APPROVED

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

Name	Event	Fee
Thomas Zerafa 24320 Seneca St.	Seneca St. Block Party September 8, 2019 2:00 PM – 6:00 PM	Application fee waived

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

MOTION DECLARED ADOPTED

CM-08-266-19 (AGENDA ITEM #10C) SPECIAL EVENT REQUEST – PALMER WOODS MANOR BLOCK PARTY – APPROVED

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

Name	Event	Fee
Palmer Woods Manor	Palmer Woods Manor Block Party August 24, 2019 12:00 PM – 7:00 PM	Application fee waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-08-267-19 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$12,860.19 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve payment of invoices #519330, #519331, #51332 and #51333 by Garan, Lucow, Miller P.C., for legal services rendered through July 31, 2019 in the total amount of \$12,860.19.

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

MOTION DECLARED ADOPTED

BIDS:

CM-08-268-19 (AGENDA ITEM #12A) REQUEST TO AWARD THE BID FOR THE 2019-20 MISCELLANEOUS CONCRETE PROJECT, M-699 TO MATTIOLI CEMENT COMPANY OF FENTON, MI FOR A TOTAL AMOUNT OF \$373,835.10 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to award the bid for the 2019-20 Miscellaneous Concrete Project, M-699 to Mattioli Cement Company of Fenton, MI for a total amount of \$373,835.10.

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

MOTION DECLARED ADOPTED

ORDINANCES:

CM-08-269-19

(AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN BY AMENDING ARTICLE VI. PUBLIC LIBRARY, SEC. 2-651. BOARD OF DIRECTORS AND SEC. 2-652. TERMS OF MEMBERS; REMOVALS; VACANCIES - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance to amend Chapter 2, Administration, of the Code of Ordinances, City of Oak Park, Michigan by amending Article VI. Public Library, Sec. 2-651. Board of Directors and Sec. 2-652. Terms of members; Removals; Vacancies:

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

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN BY AMENDING ARTICLE VI. PUBLIC LIBRARY, SEC. 2-651. BOARD OF DIRECTORS AND SEC. 2-652. TERMS OF MEMBERS; REMOVALS; VACANCIES

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance – Chapter 2, Administration, of the Code of Ordinances, City of Oak Park, Michigan, Article VI. Public Library, Sec. 2-651. Board of Directors and Sec. 2-652. Terms of Members; Removals; Vacancies are hereby amended to read as follows:

Sec. 2-651. Appointment of members.

The board of directors of the public library shall consist of nine members, appointed by the mayor with the approval of the city council. Directors shall be chosen from the citizens at large, with reference to their fitness for such office, and not more than one member of the city council shall be at any one time a member of said board.

Sec. 2-652. Terms of members; removals; vacancies.

The term of appointment of a Director shall be two years. Present members of the board of directors may serve as Directors until their existing respective terms expire. The Board of Directors shall organize by electing at its regular meeting a President, Vice President, Secretary, and such other officials as may be necessary for the proper conduct of the duties of the Board. Current officers will continue to hold office until the next election. Five members of the Board shall constitute a quorum for the transaction of business. The Mayor may, by and with the consent of the city council, remove any director for misconduct or neglect of duty. Vacancies in the board of directors occasioned by removals, resignations, or otherwise shall be reported to the city council, and be filled in like manner as original appointments. No director shall receive compensation as such.

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 force when they were commenced.

SECTION 3. Severability – No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park, Michigan shall be affected by this Ordinance, except as to the above section, 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 of the City of Oak Park, Michigan.

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, Michigan.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY:

CM-08-270-19 (AGENDA ITEM #14A) REQUEST BY AT&T FOR A FIVE (5) YEAR METRO ACT PERMIT EXTENSION – APPROVED

Motion by Burns, Seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution approving a request by AT&T for a Five (5) Year Metro Act Permit Extension:

**CITY OF OAK PARK
RESOLUTION REGARDING REQUEST FROM MICHIGAN BELL TELEPHONE
d/b/a AT&T FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT**

WHEREAS, on August 16, 2004, the City of Oak Park issued a right-of-way telecommunications Permit to Michigan Bell Telephone d/b/a SBC Michigan, now known as Michigan Bell Telephone Company d/b/a AT&T Michigan (“AT&T”); and

WHEREAS, the term of the Permit was five years and expired on August 16, 2009; and

WHEREAS, on July 20, 2009, the City Council of Oak Park approved a renewal of the Permit for two years, expiring on August 30, 2011; and

WHEREAS, on August 30, 2011, the City Council of Oak Park approved an extension of the Permit for five years, expiring on August 30, 2014; and

WHEREAS, on May 19, 2014, the City Council of Oak Park approved an extension of the Permit for three years, expiring on August 30, 2019; and

WHEREAS, AT&T has submitted a request to extend the Permit for a five year term to end on August 31, 2024; and

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

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

1. The request by AT&T for an extension of their METRO Act Permit through August 31, 2024, is hereby approved.
2. The City Manager is authorized and directed to execute the METRO Act Right of Way Permit Extension, in substantially the form attached hereto.

3. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

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

MOTION DECLARED ADOPTED

CITY MANAGER:

City Clerk

CM-08-271-19 (AGENDA ITEM #15A) RESOLUTION AUTHORIZING THE PERMANENT POLLING PLACE RELOCATION OF OAK PARK PRECINCT 1 FOR ALL FUTURE ELECTIONS - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution authorizing the permanent polling place relocation of Oak Park Precinct 1 for all future elections:

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

**RESOLUTION AUTHORIZING THE PERMANENT RELOCATION OF
OAK PARK PRECINCT 1 FOR ALL FUTURE ELECTIONS**

WHEREAS, Avery Elementary School, in the Berkley School District, is the polling location for Precinct 1 for the City of Oak Park; and

WHEREAS, Avery Elementary School is no longer available for use as a polling location; and

WHEREAS, the Berkley School District has Norup International School available to accommodate Precinct 1 for all Oak Park elections.

NOW THEREFORE BE IT RESOLVED, that the City of Oak Park City Council hereby agrees to permanently move Precinct 1 for all future Oak Park elections to Norup International School, 14450 Manhattan, Oak Park, MI; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Oak Park is directed to notify the voters in Precinct 1 that the Precinct is permanently moved to Norup International School.

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

MOTION DECLARED ADOPTED

Department of Public Works

CM-08-272-19 (AGENDA ITEM #15B) REQUEST TO APPROVE PROPOSED CHANGE ORDER NO. 1 IN THE AMOUNT OF \$12,955.62 AND PAYMENT APPLICATION NO. 3 IN THE AMOUNT OF \$122,947.05 TO MACOMB PIPELINE & UTILITIES COMPANY OF STERLING HEIGHTS, MI FOR THE 2018-2019 WATER MAIN REPLACEMENT PROJECT, M-675 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve proposed Change Order No. 1 in the amount of \$12,955.62 and Payment Application No. 3 in the amount of \$122,947.05 to Macomb Pipeline & Utilities Company of Sterling Heights, MI for the 2018-2019 Water Main Replacement Project, M-675.

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

MOTION DECLARED ADOPTED

Assistant City Manager Yee summarized proposed Change Order No. 1 and Payment Application No. 3 for the 2018-2019 Water Main Replacement Project, M-675. This project replaced the water mains along Kenosha St. (10 Mile to Northfield Blvd.) and on Northfield (Kenosha to Gardner) along with five urgent open cut sewer repairs. He indicated the proposed change order is due to an area of pavement that was not initially expected to be removed and replaced. This project is approximately 87% complete.

CM-08-273-19 (AGENDA ITEM #15C) REQUEST TO APPROVE THE INSTALLATION OF PROTECTIVE POURED IN PLACE RUBBER PLAY SURFACE FOR THE DNA PLAY STRUCTURE AT THE SENECA POCKET PARK FOR THE TOTAL AMOUNT OF \$24,675.21 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the installation of protective poured in place rubber play surface for the DNA play structure at the Seneca Pocket Park for the total amount of \$24,675.21.

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

MOTION DECLARED ADOPTED

Mr. Yee indicated that current plans call for the installation of wood mulch beneath the new Seneca Pocket Park playground structure. He explained that a new option would be to have a poured in place rubberized surface installed instead for a longer lasting and maintenance free area. There is currently \$11,619 in grant funding remaining from the Play Everywhere Grant (\$65,000) and the Community Foundation Grant (\$50,000) used to pay for the play structure. There will also be a \$2,722.50 savings by not having the wood mulch installed. The remaining \$10,333.77 is available in the 9 Mile Road project budget. This play surface will be purchased under the NPPGov cooperative purchasing pre-bid contract.

Finance

(AGENDA ITEM #15D) Quarterly Investment Report for period ending June 30, 2019

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 fourth quarter investment report shows total citywide cash and investments of \$20,237,434 (market value) including cash in the operating account of \$2,185,174 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$7,902,183, money market of \$3,896, commercial paper of \$1,299,069 and long-term investments total \$8,847,112. 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 April through June 2019 totaled \$158,729, bringing the citywide total for FY 2018-19 to \$625,792.

Recreation

(AGENDA ITEM #15E) Recreation Director Stasiak presented an overview of the 2019 Oak Park Independence Day activities.

CM-08-274-18 (AGENDA ITEM #15D) REQUEST TO RENEW THE MUNICIPAL CREDITS AND COMMUNITY CREDITS CONTRACT WITH SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART) FOR FISCAL YEAR JULY 1, 2018 – JUNE 30, 2019 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to authorize the renewal of the Municipal Credits and Community Credits Contract with Suburban Mobility Authority for Regional Transportation (SMART) for fiscal year July 1, 2018 – June 30, 2019.

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

MOTION DECLARED ADOPTED

Economic Development and Communications

CM-08-275-19 (AGENDA ITEM #15G) RESOLUTION AMENDING THE FIRST YEAR PAYMENT IN LIEU OF TAXES (PILOT) FOR JEFFERSON OAKS HOUSING PROJECT - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution amending the first year Payment In Lieu of Taxes (PILOT) for Jefferson Oaks Housing Project:

RESOLUTION TO AMEND JEFFERSON OAKS PILOT YEAR ONE

WHEREAS, pursuant to PILOT Ordinance 0-17-633, the city of Oak Park approved a Payment in Lieu of Taxes for the Jefferson Oaks affordable housing project for a period of 18 years which establishes the taxes to be 10% of shelter rents or a minimum of \$41,468; and

WHEREAS, the city of Oak Park has received a written request by Community Housing Network to amend year one of the PILOT to reduce the amount of taxes owed to 10% of the shelter rents due to construction not being completed in year one; and

WHEREAS, the city council of the city of Oak Park determined that the request was justified to be reduced in Year one only due to construction delays; and

WHEREAS, the City Council has the authority to grant said request; and

WHEREAS, the reduced net shelter rents for year ending 2018 are \$18,373; and

WHEREAS, the guidelines of the LIHTC authorize a first year adjustment; and

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Oak Park that the Jefferson Oaks Housing Project situated in the city of Oak Park, Oakland County, and State of Michigan, is approving an amendment to reduce the first year shelter rents to \$18,373 for year ending 2018.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Khary Turner, Beverly St., requested the installation of speed bumps on his street to slow down speeding vehicles and also the removal of a neon sign at a nearby business.

Ed Bass, 24250 Kipling, asked about the progress of the new Kroger store project.

CALL TO THE COUNCIL:

Council Member Burns wished everyone a good night.

Council Member Weiss reminded everyone about upcoming city events.

Mayor Pro Tem Radner thanked everyone for coming.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:45 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
June 20, 2019
MEETING MINUTES

The meeting was called to order at 7:09pm by Chairperson Lewis in the Meeting Room Four of the Oak Park Community Center located at 14300 Oak Park Blvd. Oak Park MI, 48237.

Roll call was made.

PRESENT: Chairperson Al Lewis, Commission Members: Clarissa Clemons, Denise Trombly, Steven Gold, Roselyn McKay, and Public Works Liaison David DeCoster

ABSENT: Mayor Pro-Tem Solomon Radner, Co-Chair Carolyn Davis, Commission Members: Richard Readus, Paul Bannon, and Nynier Brown

ALSO PRESENT: Residents: Meghan Oesterle, David Gallagher, Sherry Wells (Ferndale), and Doris Applebaum

1. READING AND APPROVAL OF MINUTES:

Moved by Steven Gold, seconded by Roselyn McKay to approve the minutes of April 17, 2019.

Vote: Yes All

No None

MOTION DECLARED ADOPTED

2. CONSIDERATION OF OLD BUSINESS

A. A SOCRRA update was provided

- Tonnage Reports discussed.
- We are waiting from some contamination numbers from SOCRRA for the next meeting.

B. A brief overview of the Electronic Recycling and Paper Shredding was provided.

3. NEW BUSINESS

A. The Deputy Clerk is out-of-town this week and had to re-schedule the training to our next meeting.

B. Steven Gold provided a brief overview of the complete census committee and asked for ideas to spread the work on how to engage our residents and to increase census participation.

CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
June 20, 2019
MEETING MINUTES

C. Independence Parade and Funfest

- Some commissioners have committed to setting up a table at the Fun Fest.

D. The Chairperson went around the room as asked for updates. Discussions were held on the following topics:

- Stickers for recycling carts (what to / not to recycle)
- Promotion in the City Magazine / Facebook Page / Cable Channel
- Plastic Fee July (www.plasticfreejuly.org)
- Goals for reducing waste and increasing recycling
- Promotion events, possibly with Library

4. ADJOURNMENT

Moved by Steven Gold, seconded by Denise Trombly to adjourn the meeting.

Vote: Yes: All

No: None

Chairperson Lewis adjourned the meeting at 8:14pm.

Minutes prepared by David DeCoster

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
JULY 23, 2019
MEETING MINUTES**

The meeting was called to order at 7:30 p.m. by Chairperson Huston in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237 and Roll Call was made.

PRESENT: Chairperson Huston
Vice Chairperson Blumenkopf
Commissioner Andreski-Price
Commissioner Seligson
Commissioner Snider

ABSENT: Commissioner Anderson
Commissioner Barton

OTHERS
PRESENT: City Planner Kevin Rulkowski
Deputy City Clerk Lisa Vecchio

APPROVAL OF ZONING BOARD OF APPEALS MINUTES OF JUNE 25, 2019

MOTION BY Andreski-Price, SECONDED BY Snider, to approve the meeting minutes of June 25, 2019.

Vote: Yes: Andreski-Price, Blumenkopf, Huston, Seligson, Snider
No: None

MOTION CARRIED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

a) **CASE 19-03:**

APPLICANT:

Mr. Keith Travis Jr. on behalf of Q1 Services
701 Montclair
Detroit, Michigan 48214

PROPERTY:

13351 Kenwood
Property Identification Number: 52-25-29-355-003

ORDINANCE REQUIREMENTS AND REQUEST:

One variance is requested:

Taking the above discussion and findings of fact into consideration, it is the recommendation of the Planning Division to approve the requested variance.

MOTION BY Blumenkopf, SECONDED BY Andreski-Price, that based on the information presented in the Planning Division Report, and additional findings of fact discussed during the review of case # 19-03, I move to **approve** the request

of Mr. Keith Travis Jr on behalf of Q1 Services, 13351 Kenwood,

- 1) for a waiver of eight (8) feet, ten (10) inches, from the provisions in Article XVI, to allow for the construction of a house that will result in a rear yard setback of twenty-one (21) feet, two (2) inches.

VOTE: Yes: Andreski-Price, Blumenkopf, Huston, Seligson, Snider
 No: None

MOTION CARRIED

Keith Travis, Q1 Services, addressed the Board to explain the reason for his variance request on 13351.

- a) **CASE NO. 19-04:** Tonisha & Terril Wilson, 23410 Radcliff, has made an appeal for a variance from the provisions in the Zoning Ordinance, Article XVI, to allow for the construction of a garage that does not meet the lot coverage requirements of the Zoning Ordinance – **CASE WITHDRAWN**

ADJOURNMENT:

There being no objections, the meeting was adjourned at 7:39 p.m.

Lisa Vecchio, Deputy City Clerk/Director of Elections



OAK PARK PUBLIC SAFETY January 2019 ACTIVITY SUMMARY



OPERATIONS:

- Calls for Service
 -2018 Total: 14,743
 -January 2018: 1,208
 -2018 YTD: 1,208
 -January 2019: 1,192
 -2019 YTD: 1,192
-
- Arrests: 78
 -Vacation/Property Checks: 3
 -Non-Criminal Fingerprints: 5
 -PBT's: 90
 -Vehicles Impounded: 34
 -Traffic Stops: 754
 -Medicals: 284

INVESTIGATIONS:

- Cases Assigned: 58
 Warrants Obtained: 14

See attached report
 "RMS-008"
 for January crime summary

Records Bureau:

- Animal Licenses: 25
 Alarm Permits: 4
 Handgun Registrations: 46
 FOIA / RFI / Discovery Requests: 157
 Calls Received at Dispatch: 3,834

REPORTED FIRES: 7 (5 structural,
 2 vehicle, 0 other)

NON-FIRE INCIDENTS:

(65 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 33



COMMUNITY POLICING

Two Block Club meeting.
 Attended Winter Fest.
 Visited all Schools in Oak Park during the month.
 Coffee with Cop at Davison Coney Island.

CITATIONS ISSUED: 902 (YTD: 902)
 (January 2018: 768 / 2018 YTD: 768)

HAZARDOUS	205	23%
NON - HAZARDOUS	203	23%
PARKING	409	45%
ORDINANCE VIOLATION	85	9%

NOTES: Training: Fire Inspector Seminar (LT. Tetler, PSO Oaks), MFR Training Dept Wide. Marijuana Legalization Training.



OAK PARK PUBLIC SAFETY February 2019 ACTIVITY SUMMARY



OPERATIONS:

Calls for Service

- 2018 Total: **14,743**
- February 2018: **1,095**
- 2018 YTD: **2,303**
- February 2019: **1,059**
- 2019 YTD: **2,251**

- Arrests: **53**
- Vacation/Property Checks: **2**
- Non-Criminal Fingerprints: **10**
- PBT's: **48**
- Vehicles Impounded: **17**
- Traffic Stops: **596**
- Medicals: **288**

INVESTIGATIONS:

- Cases Assigned: **33**
- Warrants Obtained: **7**

See attached report
"RMS-008"
for February crime summary

Records Bureau:

- Animal Licenses: **9**
- Alarm Permits: **5**
- Handgun Registrations: **61**
- FOIA / RFI / Discovery Requests: **168**
- Calls Received at Dispatch: **3,388**

REPORTED FIRES: **3** (**1** structural,
2 vehicle, **0** other)

NON-FIRE INCIDENTS:
(**13** includes false fire alarms)

FIRE SAFETY INSPECTIONS: **35**



COMMUNITY POLICING

Two Block Club meeting.
Coffee with Cops.
Visited all Schools in Oak Park during the month.
Two stations tours.
Attended Winter Fest

CITATIONS ISSUED: **383** (YTD: **1,285**)

(February 2018: **765** / 2018 YTD: **1533**)

HAZARDOUS	175	46%
NON - HAZARDOUS	112	29%
PARKING	37	10%
ORDINANCE VIOLATION	59	15%

NOTES: Training: Fire officer three training, (Ofc Oaks, Tetler) Mobile Field Force training, Tactical Medical Instructor training,



OAK PARK PUBLIC SAFETY

March 2019

ACTIVITY SUMMARY



OPERATIONS:

- Calls for Service
- 2018 Total: 14,743
- March 2018: 1,345
- 2018 YTD: 3,648
- March 2019: 1,062
- 2019 YTD: 3,314

- Arrests: 80
- Vacation/Property Checks: 5
- Non-Criminal Fingerprints: 11
- PBT's: 50
- Vehicles Impounded: 24
- Traffic Stops: 749
- Medicals: 246

INVESTIGATIONS:

- Cases Assigned: 75
- Warrants Obtained: 15

See attached report
"RMS-008"
for March crime summary

Records Bureau:

- Animal Licenses: 26
- Alarm Permits: 1
- Handgun Registrations: 57
- FOIA / RFI / Discovery Requests: 180
- Calls Received at Dispatch: 3,631

REPORTED FIRES: 11 (9 structural, 2 vehicle, 0 other)

NON-FIRE INCIDENTS:
(60 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 10



COMMUNITY POLICING

Two Block Club meeting.
Attended City Council Meetings
Visited all Schools in Oak Park during the month.
Participated in reading month with Oak Park Schools.

CITATIONS ISSUED: 510 (YTD: 1795)

(March 2018: 744 / 2018 YTD: 2277)

HAZARDOUS	190	37%
NON - HAZARDOUS	174	34%
PARKING	82	16%
ORDINANCE VIOLATION	64	13%

NOTES: Training: Fire Officer training three, (LT. Tetler, PSO Oaks), Speed Measurement Instructors Course (PSO Dichtel). Dept Wide Fire Apparatus training. 911 Dispatch training.



OAK PARK PUBLIC SAFETY

April 2019

ACTIVITY SUMMARY



OPERATIONS:

- Calls for Service
- 2018 Total: 14,743
- April 2018: 1,231
- 2018 YTD: 4,879
- April 2019: 1,164
- 2019 YTD: 4,478

- Arrests: 86
- Vacation/Property Checks: 6
- Non-Criminal Fingerprints: 11
- PBT's: 40
- Vehicles Impounded: 15
- Traffic Stops: 854
- Medicals: 255

INVESTIGATIONS:

- Cases Assigned: 52
- Warrants Obtained: 15

See attached report
"RMS-008"
for April crime summary

Records Bureau:

- Animal Licenses: 27
- Alarm Permits: 2
- Handgun Registrations: 44
- FOIA / RFI / Discovery Requests: 225
- Calls Received at Dispatch: 3,635

REPORTED FIRES: 10 (9 structural,
0 vehicle, 1 other)

NON-FIRE INCIDENTS:
(15 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 27



COMMUNITY POLICING

Two Block Club meeting.
Visited all Schools in
Oak Park during the month.
Public Safety station tour.

CITATIONS ISSUED: 546 (YTD: 2,341)
(April 2018: 632 / 2018 YTD: 2909)

HAZARDOUS	242	44%
NON - HAZARDOUS	136	25%
PARKING	80	15%
ORDINANCE VIOLATION	88	16%

NOTES: Training: Fire Training Dept Wide (Crest) . Fire Training (RIT). Patrol Rifle Certification Training. FLEAT Training (Det. Theisen).



OAK PARK PUBLIC SAFETY

May _____ 2019

ACTIVITY SUMMARY



OPERATIONS:

Calls for Service

-2018 Total: 14,743

- May 2018: 1,391

-2018 YTD: 6,270

- May 2019: 1,170

-2019 YTD: 5,648

-Arrests: 79

-Vacation/Property Checks: 6

-Non-Criminal Fingerprints: 10

-PBT's: 40

-Vehicles Impounded: 30

-Traffic Stops: 727

-Medicals: 203

INVESTIGATIONS:

Cases Assigned: 59

Warrants Obtained: 14

See attached report "RMS-008" for May crime summary

Records Bureau:

Animal Licenses: 26

Alarm Permits: 5

Handgun Registrations: 36

FOIA / RFI / Discovery Requests: 213

Calls Received at Dispatch: 3,998

REPORTED FIRES: 14 (12 structural, 2 vehicle, 0 other)

NON-FIRE INCIDENTS:
(47 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 25



COMMUNITY POLICING

Three Block Club meeting.
Coffee with Cops, Coolidge Cafe
Visited all Schools in Oak Park during the month.
Oak Park Public Safety Citizen Academy.
The ice cream truck was taken to Oak Park Middle School for honor students.

CITATIONS ISSUED: 490 (YTD: 2,831)

(May 2018: 719 / 2018 YTD: 3628)

HAZARDOUS	224	46%
NON - HAZARDOUS	143	29%
PARKING	49	10%
ORDINANCE VIOLATION	74	15%

NOTES: Training: R.I.T training, Mobile Field Force Training, Dept Wide Defense Tactics Training, Dept Wide Pistol Qualification.



OAK PARK PUBLIC SAFETY

June 2019

ACTIVITY SUMMARY



OPERATIONS:

Calls for Service

- 2018 Total: 14,743
- June 2018: 1,264
- 2018 YTD: 7534
- June 2019: 1,247
- 2019 YTD: 6895

- Arrests: 71
- Vacation/Property Checks: 9
- Non-Criminal Fingerprints: 5
- PBT's: 38
- Vehicles Impounded: 23
- Traffic Stops: 584
- Medicals: 249

INVESTIGATIONS:

- Cases Assigned: 82
- Warrants Obtained: 09

See attached report
"RMS-008"
for June crime summary

Records Bureau:

- Animal Licenses: 28
- Alarm Permits: 1
- Handgun Registrations: 47
- FOIA / RFI / Discovery Requests: 178
- Calls Received at Dispatch: 4,029

REPORTED FIRES: 6 (1 structural,
0 vehicle, 5 other)

NON-FIRE INCIDENTS:
(12 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 7



COMMUNITY POLICING

- Two Block Club meeting.
- Fire Truck was taken to Oak Park
- Pre-School Picnic.
- K-9 program for Upper Elementary School.
- Fire Prevention for Aish synagogue
- K-9 program for Key Elementary school.
- Officer's attended the Oak Park Farmers Market..
- Officer's attended First Baptist Community Day.

CITATIONS ISSUED: 391 (YTD: 3,222)
(June 2018: 724 / 2018 YTD: 4352)

HAZARDOUS	156	40%
NON - HAZARDOUS	117	30%
PARKING	32	8%
ORDINANCE VIOLATION	87	22%

NOTES: Training: Dept Wide Outdoor Rifle training, Evo Refresher training, Fire apparatus driving training, K-9 training for flight operations .



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019 **AGENDA #**

SUBJECT: Request to reschedule the Recycling and Environmental Conservation Commission Meeting of October 17, 2019.

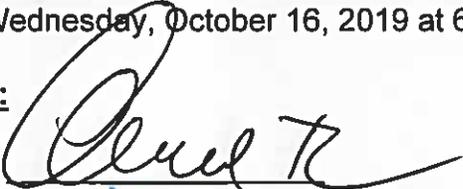
DEPARTMENT: Public Works - DED

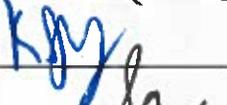
SUMMARY: The Chairperson of the Recycling and Environmental Conservation Commission is requesting that regularly scheduled meeting of Thursday, October 17, 2019 be rescheduled for Wednesday, October 16, 2019 at 6:00pm. The rescheduling of this meeting is in conjunction with SOCRRA having a presentation at the Library. The Commission would meet at the Community Center before this presentation.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: It is recommended to reschedule the regularly scheduled Recycling and Environmental Conservation Commission meeting of Thursday, October 17, 2019 for Wednesday, October 16, 2019 at 6:00pm.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: 

Budgeted:

Legal: N/A

EXHIBITS:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019 **AGENDA #**

SUBJECT: Maintenance agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward.

DEPARTMENT: Department of Public Works - KJY

SUMMARY: The Road Commission for Oakland County has offered to compensate the City of Oak Park \$47,515.30 for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward. This contract includes a 2.5% price increase from last year (\$46,356.40). If executed, this will require our City crews to plow and salt these sections of roadway as needed throughout the winter. The City Attorney has reviewed this agreement and has approved.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that the City Council approve the attached agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: 

Budgeted:

Legal: _____

EXHIBITS: Agreement



QUALITY LIFE THROUGH GOOD ROADS
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

*Ronald J. Fowkes
Commissioner*

*Gregory C. Jamian
Commissioner*

*Andrea LaLonde
Commissioner*

*Dennis G. Kolar, P.E.
Managing Director*

*Gary Piotrowicz, P.E., F.T.O.E.
Deputy Managing Director
County Highway Engineer*

**Highway Maintenance
Department**

**2420 Pontiac Lake Road
Waterford, MI 48328**

248-858-4881

**FAX
248-858-7607**

www.rcocweb.org

August 12, 2019

Mr. David DeCoster
Director of Facilities, Deputy Dir of Public Works
City of Oak Park
10600 Capital
Oak Park, MI 48237

RE: 2019-2020 Winter Maintenance Agreement

Dear Mr. DeCoster:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Oak Park.

This 2019-2020 agreement has an increase of 2.5%, which increases the amount from \$46,356.40 to \$47,515.30.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your Board. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/dr

Attachment

2019-2020 WINTER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2019, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Oak Park, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$47,515.30, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2019
50% in March 2020

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2019 and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2020, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE
2019-2020

CITY OF OAK PARK

EXHIBIT A

10 MILE ROAD

Extending from Woodward Avenue to Greenfield

<u>Miles</u>	<u>Cost Per Mile</u>	
4.92	\$3,891.99	\$ 19,148.59
0.53	\$6,811.00	\$ 3,609.83
		<u>\$ 22,758.42</u>

GREENFIELD ROAD

Extending from Eight Mile Road to Eleven Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
0.28	\$6,811.00	\$ 1,907.03
2.72	\$8,400.66	\$ 22,849.80
		<u>\$ 24,756.88</u>

TOTAL \$ 47,515.30

TWO LANES (\$3,722.61 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
4.92	\$3,891.99	\$ 19,148.59

FOUR OR FIVE LANES (\$6,514.59 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.81	\$6,811.00	\$ 5,516.91

SIX OR MORE LANES (\$8,035.07 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
2.72	\$8,400.66	\$ 22,849.80

<u>Total Miles</u>		TOTAL
8.45		<u>\$ 47,515.30</u>

50% in December 2019 \$ 23,757.65

50% in March 2020 \$ 23,757.65

\$ 47,515.30

EXHIBIT B

2019-2020 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION
(CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Worker's Compensation and Employer's Liability Insurance:** The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

- 1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: (1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:		or: Combined Single Limit:
Each Person	\$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence	\$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019 **AGENDA #**

SUBJECT: Payment requests from G2 Consulting Group for material testing on the water main and sewer construction projects.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: Attached are invoices 191351 and 191639 from G2 Consulting Group for material testing on the 9 Mile Road Diet Project. The total amount due on these invoices is \$5,986.88.

RECOMMENDED ACTION: It is recommended that the invoices from G2 Consulting Group for material testing on the 9 Mile Road Diet Project be approved for the total amount of \$5,986.88. Funding is available in the Major Street Fund No. 202-18-479-870.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: *[Signature]*

Legal: N/A

EXHIBITS: Invoices

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

INVOICE

Invoice Number: 191351
 Invoice Date: June 30, 2019
 Page Number: 1

Voice: 248.680.0400
 Fax: 248.680.9745

Bill To: Kevin Yee
 Assistant City Manager
 City of Oak Park
 10600 Capital St.
 Oak Park, MI 48237

Customer ID	Purchase Order No.	G2 Project No.	
OHM001		190327	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	July 30, 2019		

Quantity	Description	Unit Price	Amount
7.00	Senior Engineering Technician, per hour	63.50	444.50
14.00	Staff Engineer, per hour	88.00	1,232.00
1.75	Project Manager, per hour	140.00	245.00
3.00	Transportation/Communication Charge, per day	40.00	120.00
2.00	Nuclear Density Test Equipment, per day	40.00	80.00
	For construction materials testing and engineering services associated with the Nine Mile Road Diet & Non-Moterized Facilities Project MDOT JN 200805A CS TA 63000. Work performed in May and June 2019.		
	Client Contact: Mr. Scott Emmons, P.E., Senior Project Manager		

Total Invoice Amount \$ 2,121.50

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

INVOICE

Invoice Number: 191639
 Invoice Date: July 31, 2019
 Page Number: 1

Voice: 248.680.0400
 Fax: 248.680.9745

Bill To: Kevin Yee
 Assistant City Manager
 City of Oak Park
 10600 Capital St.
 Oak Park, MI 48237

Customer ID	Purchase Order No.	G2 Project No.	
OHM001		190327	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	August 30, 2019		

Quantity	Description	Unit Price	Amount
11.25	Senior Engineering Technician, per hour	63.50	714.38
7.50	Supervising Engineering Technician, per hour	74.00	555.00
19.50	Staff Engineer, per hour	88.00	1,716.00
1.75	Project Manager, per hour	140.00	245.00
6.00	Transportation/Communication Charge, per day	40.00	240.00
5.00	Concrete Test Specimens, each	15.00	75.00
3.00	Nuclear Density Test Equipment, per day	40.00	120.00
1.00	Lane Tie Bar Test Equipment, per day	200.00	200.00
<p>For construction materials testing and engineering services associated with the Nine Mile Road Diet & Non-Motorized Facilities Project. MDOT JN 200805A CS TA 63000. Work Performed in July 2019.</p> <p>Client Contact: Mr. Scott Emmons, P.E.</p>			

Total Invoice Amount \$ 3,865.38

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019 **AGENDA #**

SUBJECT: Request authorization to dispose of a surplus vehicles / equipment.

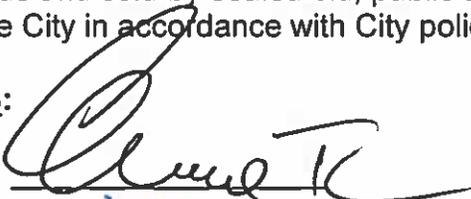
DEPARTMENT: Public Works

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

FINANCIAL STATEMENT: Any funds received would be deposited in account number 402-00.000-673.000 (Sale of Fixed Assets) of the 2019-2020 Budget.

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

APPROVALS:

City Manager: 

Department Director: 

Finance Director: 

Legal: _____

Budgeted

EXHIBITS: Vehicle descriptions

The following items have reached their useful life and should be declared as surplus. They will be disposed of in a manner at the lowest cost to the city.

Vehicle	Year	Description	VIN
#103	2006	Dodge Grand Caravan	1D4GP24R96B754271
#321	2001	Elgin Pelican Street Sweeper	P-3463

MERCHANT'S LICENSES - SEPTEMBER 3RD, 2019**(Subject to All Departmental Approvals)**

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
SPECIALTIES SHOWROOM	13220 CLOVERDALE	\$150.00	RESIDENTIAL APPLIANCES

RENEWALS	ADDRESS	FEES	BUSINESS TYPE
SUCCESS IN PROGRESS	25900 GREENFIELD 360	\$225.00	CONSULTING

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: 8-22-19

Applicant Information

Applicant/Business Name: Little Big World

Applicant/Business Address: 21310 Coolidge

Phone number: 313-585-4654 E-Mail Address: bonnie.shaton@gmail.com

Relation of applicant to business: Manager

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: Ari Shah Phone: 313-460-0152

Names and addresses of partners or officers of corporation:

Ari Shah

Event Information

Proposed date(s) of event: 9-29-19 Has this event been held previously? Yes No

Address or location of event: 21310 Coolidge

Is this a City owned park? _____

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

Nature, purpose, and detailed description of event: grand opening of store

Will the event be open to the public? Yes No

If yes, please describe how so: We need parking lot area it will be food bouncelhouses, BBQ, it will be inside building for the most part. But we wanted to use the front area as well.

Estimated number of people attending event? 100+ Hours of Event: 4:30-8:30

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

Where will the parade participants be walking? Sidewalks Streets

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

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

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

Food Services

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

Soul food dinners from home.

Will the food be prepackaged or prepared on site: prepackaged

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

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

Technical/Support

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

Will sanitary facilities be required at event? Yes No

Will tent(s) be used at the event? Yes No, if yes, please state size(s) of tent:
maybe 3 regular 10x10 tents

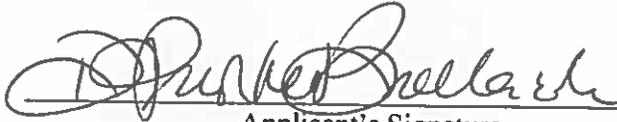
Will the event have banners displayed? Yes No, if so, please provide the number of signs and dimension(s):

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

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

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

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


Applicant's Signature

State of Michigan

ss

County of _____

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by
_____.

My Commission expires: _____
Notary Public

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
WWW.OAKPARKMI.GOV

Received From:
Date: 08/22/2019 Time: 3:31:57 PM
Posting Date: 08/22/2019
Receipt: 334073 *** REPRINT ***
Cashier: dboyd-hale

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	
Special Business Lic/Permits	\$100.00
TOTAL	\$100.00
CASH	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

**Little Big World
Grand Opening Celebration
21310 Coolidge**

DATE: September 29, 2019 at 4:30 pm – 8:30 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i> <i>*Dan Fairless</i>	Business must have a valid Business License/Certificate of Occupancy at time of event. Bounce house must be properly anchored to the ground. Any utilized extension cords cannot create a trip hazard.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Periodic checks as part of normal patrol	NA	30 mins
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	None	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee paid

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

Today's Date: 8-26-19

Applicant Information

Applicant/Business Name: Burgerin Oak park

Applicant/Business Address: 24740 Greenfield Rd Oak Park MI

Phone number: 313-999-2555 E-Mail Address: SZahr228@gmail.com

Relation of applicant to business: Owner

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: Romy younes Phone: 313-676-8699

Names and addresses of partners or officers of corporation:
24130 Telegraph Rd Southfield MI, 48033

Event Information

Proposed date(s) of event: September 15th Has this event been held previously? Yes No

Address or location of event: 24740 Greenfield Rd

Is this a City owned park? NO

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

Nature, purpose, and detailed description of event: Grand opening event for a Burger chain which we promote our Brand of Food & other delivery option that we provide.

Will the event be open to the public? Yes No

If yes, please describe how so: The tent will be in front of the store for our customers to try our food & pick up some of our promotion menus & coupons that we be handing out.

Estimated number of people attending event? 30-40 Hours of Event: 4-7 pm

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

Where will the parade participants be walking? Sidewalks Streets

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

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

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

Food Services

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

~~The food & Beverages will be provided at the location listed (Burgerim)~~
Burgers, Fries & Drinks are provided from Coca Cola Freestyle Machine

Will the food be prepackaged or prepared on site: it will be prepared & prepackaged at the Restau

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

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

Technical/Support

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

Will sanitary facilities be required at event? Yes No

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

Will the event have banners displayed? Yes No, if so, please provide the number of signs and dimension(s): 2 Sign 5x5 Banners

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

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

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

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


Applicant's Signature

State of Michigan

ss

County of _____

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by

_____.

My Commission expires: _____
Notary Public

CITY OF OAK PARK
 4000 OAK PARK BLVD
 OAK PARK, MI 48237
 WWW.OAKPARKMI.GOV

CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Received From:
 Date: 08/27/2019 Time: 12:59:18 PM
 Posting Date: 08/27/2019
 Receipt: 334994
 Cashier: AJONES

DATE 8-26-19

ITEM REFERENCE	AMOUNT	
USI Special Business Lic/Permits		\$ 25.00
Special Business Lic/Permits	\$100.00	\$
TOTAL	\$100.00	\$ 10.00
ASH	\$100.00	\$ 10.00
Total Tendered:	\$100.00	\$ 25.00
Change:	\$0.00	\$ 50.00
		\$ 100.00
		\$ 10.00
		\$ 250.00
1 Machine		\$ 250.00
2 machines - \$200 per machine		\$ 400.00
3-4 machines - \$175.00 per machine		\$
5-6 machines - \$150.00 per machine		\$
7-10 machines - \$125.00 per machine		\$
Notary Fee		\$ 5.00
Pawnbroker License		\$ 400.00
Precious Metals License		\$ 50.00
Sidewalk Sale		\$ 10.00
Special Event Fee		\$ 100.00
Liquor License -		
New On-Premises Consumption or transfer of owner		\$ 300.00
Adding additional owners (Per Owner)		\$ 200.00
Background Check (Per applicant)		\$ 75.00
Annual Renewal		\$ 250.00
Vendor License - Food		\$ 50.00
Vendor License Lawn Care - Snow Removal		\$ 50.00
Voter List		\$
Other		\$

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**Burger IM, Grand Opening Celebration****24740 Greenfield****DATE: September 15, 2019 at 4:00 pm – 7:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i> <i>Dan Fairless*</i>	The business must have a valid Business License/Certificate of Occupancy (including County Health Department Approval) at time of event. Signs cannot be located in the Right of Way or create a clear vision obstruction. Depending on the size of the tent, a Flame Spread Certificate may be required. Any utilized extension cords cannot create a trip hazard.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Periodic checks as part of normal patrol	NA	30 mins
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	None	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee paid

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 3, 2019**SUBJECT:** Approval of the Right of Way License Agreement with MoGo (DDP Bike Share)**DEPARTMENT:** City Manager's Office/City Attorney**SUMMARY:** All of the City's future MoGo station locations are either within public right of way or on a City-owned parcel. For that reason, a license agreement with MoGo for the placement of the stations is necessary. Our City attorney has drafted the attached agreement.**FINANCIAL STATEMENT:** There is no cost associated.**RECOMMENDED ACTION:** Request that City Council approve the Right of Way License Agreement with MoGo.City Manager: *[Signature]*Department Director: *[Signature]*Director of Finance: N/ABudgeted: *[Signature]***EXHIBITS:** Right of Way Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of _____, 2019, (the "Effective Date") by the City of Ferndale ("City"), a Michigan Municipal Corporation, whose address is 300 East Nine Mile Road, Ferndale, Michigan 48220 and DDP Bike Share Corporation, d/b/a MoGo ("MoGo"), a Michigan nonprofit corporation, whose address is 1 Campus Martius, Suite 380, Detroit, Michigan 48226.

Under the Michigan Constitution of 1963, Article VII, Section 29, City has reasonable control of its highways, streets, alleys and public places; and

MoGo is interested in operating a public bike share program in the City (the "Bike Share System"); and

MoGo is interested in constructing, reconstructing, installing, modifying, upgrading, improving, maintaining, operating, inspecting, replacing, repairing and removing all fixtures and equipment constituting or used in connection with the Bike Share System, including without limitation, pads, cabling, structures, paint and other delineators, and any associated lighting and security measures (the "Bike Share Facilities"); and

City is willing to allow MoGo to install certain Bike Share Facilities, including a bicycle dock and kiosk as part of the Bike Share System on its property, under the conditions described herein below; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MoGo and City agree as follows:

1. **Grant.**

(a) City grants to MoGo, its agents, successors, grantees, assigns, guests, suppliers, utilities, employees, invitees, permittees and contractors, a license (the "License") to construct, reconstruct, install, modify, upgrade, improve, maintain, operate, inspect, replace, repair and remove certain Bike Share Facilities, on specific City property designated by City (the "Bike Station License Areas"), as more particularly depicted on Exhibit A attached hereto. This License granted may also be increased with additional Bike Share Facilities so long as the total number of Facilities does not exceed ten (10) with the prior written approval of City's Manager or City Manager designee. In the event the number sought by MoGo would exceed ten (10), MoGo shall submit its request and must receive prior written approval of City's legislative body.

(b) The License granted herein is exclusive to the location of the Bike Share Facilities installed in, on or over the Bike Station License Areas.

(c) MoGo accepts the Bike Station License Areas in "As Is, Where Is" condition without any obligation on the part of City to improve same.

(d) Nothing contained herein shall be deemed or construed by the parties or any third party as creating the relationship of lessor and lessee, principal and agent, employer and employee or of partnership or of joint venture between City and MoGo or granting to MoGo any ownership rights in any portion of the property being used for Bike Station License

Areas. It is understood and agreed that the only relationship between City and MoGo is that of a licensor and licensee.

2. **Use.** MoGo may use the Bike Share Facilities installed on the Bike Station License Areas solely to install, operate, maintain and provide access to the Bike Share System and for no other purpose without the prior written approval of City. MoGo agrees not to use or permit the use by MoGo's agents or employees of such property for any purpose that is illegal or creates a nuisance.

3. **Installation.** MoGo will install its Bike Share Facilities at MoGo's sole cost and expense, and MoGo shall:

(a) be responsible for the design, construction, operation, maintenance, repair, upgrade and/or replacement of the Bike Station Facilities. MoGo also shall be responsible for obtaining, at its sole expense, any permits, licenses or other governmental approvals required for the construction, installation or operation of the Bike Share Facilities;

(b) All construction or design of the Bike Share Facilities (including the preparation of plans and specifications) shall be performed at the sole cost and expense of MoGo, including its agents, successors, grantees, assigns, guests, suppliers, utilities, employees, invitees, permittees and contractors, and City shall not be obligated to pay for any of such work. MoGo shall perform such design, construction, and installation in accordance with applicable laws, rules and regulations; and

4. **Bike Share Facilities.**

(a) All parts of the Bike Share Facilities, including any wiring, poles, personal property, equipment, fixtures or other improvements constructed, located or installed on, in or under the Bike Station License Areas by or on behalf of MoGo shall remain at all times the exclusive property of MoGo and shall not be subject to any claim or interest on the part of City or any party claiming through City. MoGo may sever or remove all or any of such property during the term of this Agreement, without any obligation to replace the same.

(b) City shall not be liable for damage to the Bike Share Facilities or theft, misappropriation or loss thereof, except to the extent of sole gross negligence or willful misconduct of City, its employees, contractors or agents. At the expiration or termination of this Agreement, MoGo shall at MoGo's sole cost and expense, remove the Bike Share Facilities from the property, restore the area to the condition existing prior to the installation of the Bike Share Facilities and repair any damage caused by such removal, reasonable wear and tear excluded.

5. **Term.** Commencing on the date first written above, this Agreement shall continue for a period of Five (5) years from Effective Date (the "**Term**"), subject to the right of MoGo and City to terminate this Agreement upon written notice to City of such termination or unless sooner terminated in accordance with this Agreement or extended to a later date pursuant to written agreement between the parties.

6. **Access.** City grants to MoGo, its agents, successors, grantees, assigns, guests, suppliers, utilities, employees, invitees, permittees and contractors, the right to gain ingress to and egress to the Bike Station License Areas from public roads, as reasonably necessary to install, operate, repair, replace, service, maintain and otherwise exercise its rights with respect to the Bike Share Facilities. In the event MoGo wishes to relocate its Bike Share Facilities, such a

request shall be made to City and shall require prior written approval of City's Manager or City Manager designee.

7. **Liens.** MoGo will not permit any mechanic's liens or other liens to be placed upon the property. Nothing in this License shall be deemed or construed in any way as constituting the consent or request of City, express or implied, to any person for the performance of any labor or the furnishing of any materials to the property, or any part thereof, nor as giving MoGo any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or other liens against the property. MoGo shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under MoGo. Such liens shall be discharged by MoGo within thirty (30) days after notice by City of filing thereof by bonding, payment or otherwise provided, however, MoGo may contest any such lien, in good faith, by appropriate proceeding. Notwithstanding anything to the contrary contained herein, if MoGo has not discharged such liens within the above 30-day period, City may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such liens, shall become immediately due from MoGo to City.

8. **Termination.** Should either party default in the performance of this Agreement and fail to correct same within thirty (30) days after having received written notice specifying nature of such default (unless such default is of a nature that it cannot be completely cured within thirty (30) days, if a cure is not commenced within such time and thereafter diligently pursued to completion), then the non-defaulting party may terminate this Agreement and may pursue all other remedies available to it at law and/or equity. Notwithstanding anything contained herein to the contrary, either party may terminate, without cause, this Agreement upon thirty (30) days advance written notice.

9. **Indemnification.** MoGo, and its respective agents, successors, grantees, assigns, guests, suppliers, utilities, employees, invitees, permittees and contractors, shall indemnify and hold the City harmless from and against any loss, cause of action, claim or expense, including reasonable attorney's fees, arising out of any personal injury (including death), property damage or construction liens in connection with the use of City's property for such Bike Share Facility Areas, except to the extent caused by the sole gross negligence or willful misconduct of City.

10. **Insurance.**
(a) At all times during the term of this Agreement, MoGo, only if it has any vehicles regarding (ii), and its contractors shall purchase and maintain the following insurance coverages: (i) Commercial General Liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy; (ii) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars (\$1,000,000) single limit; (iii) Workers' Compensation coverage for its employees or contractors with statutory limits; and (iv) Employers' Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000). MoGo (and its contractors) shall name City as additionally insured parties on such policy (except Workers Compensation and Employers Liability), not allow for

cancellation, material change or failure to renew without first giving City ten (10) days advance written notice and forward evidence of all insurance required hereunder to City.

11. **Assignment.** MoGo shall not assign or transfer this Agreement without the prior written approval of City.

12. **Notices.** All notices, demands, requests or other communications given under this Agreement (except as otherwise expressly provided) shall be in writing and be given by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) facsimile or electronic mail with confirmation of receipt, or (iv) nationally recognized overnight courier service to the address set forth below or to such new address as either party may provide to the other in writing:

If to City: City of Ferndale
 Mr. Joseph Gacioch, City Manager
 300 E. Nine Mile Road
 Ferndale, Michigan 48220

If to MoGo: DDP Bike Share Corporation
 1 Campus Martius, Suite 380
 Detroit, Michigan 48226
 Attention: Lisa Nuskowski, Executive Director

13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Michigan.

14. **Miscellaneous.** This Agreement shall bind and benefit the parties and their respective successors and assigns, regardless of whether such successors and assigns expressly agree to be bound by the Agreement. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

15. **Limitation of Liability.** Neither party shall be liable under this Agreement for any indirect, special, exemplary, punitive, incidental or consequential damages, even if advised of the possibility thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF FERNDALE

By: _____
Dave Coulter, Mayor

By: _____
Marne McGrath, City Clerk

DDP BIKE SHARE CORPORATION
d/b/a MoGo, a Michigan nonprofit
corporation

By: _____

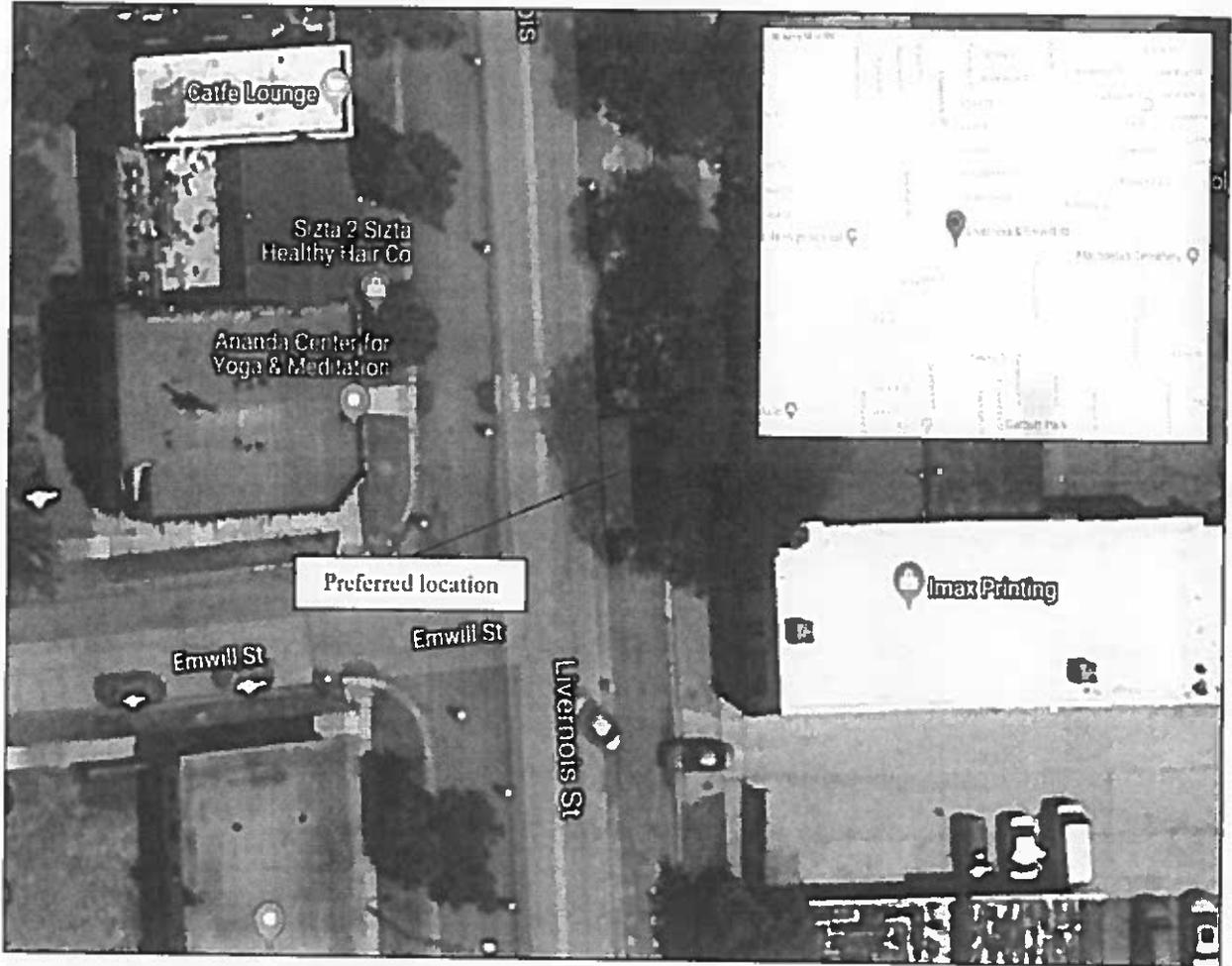
Name: _____

Its: _____

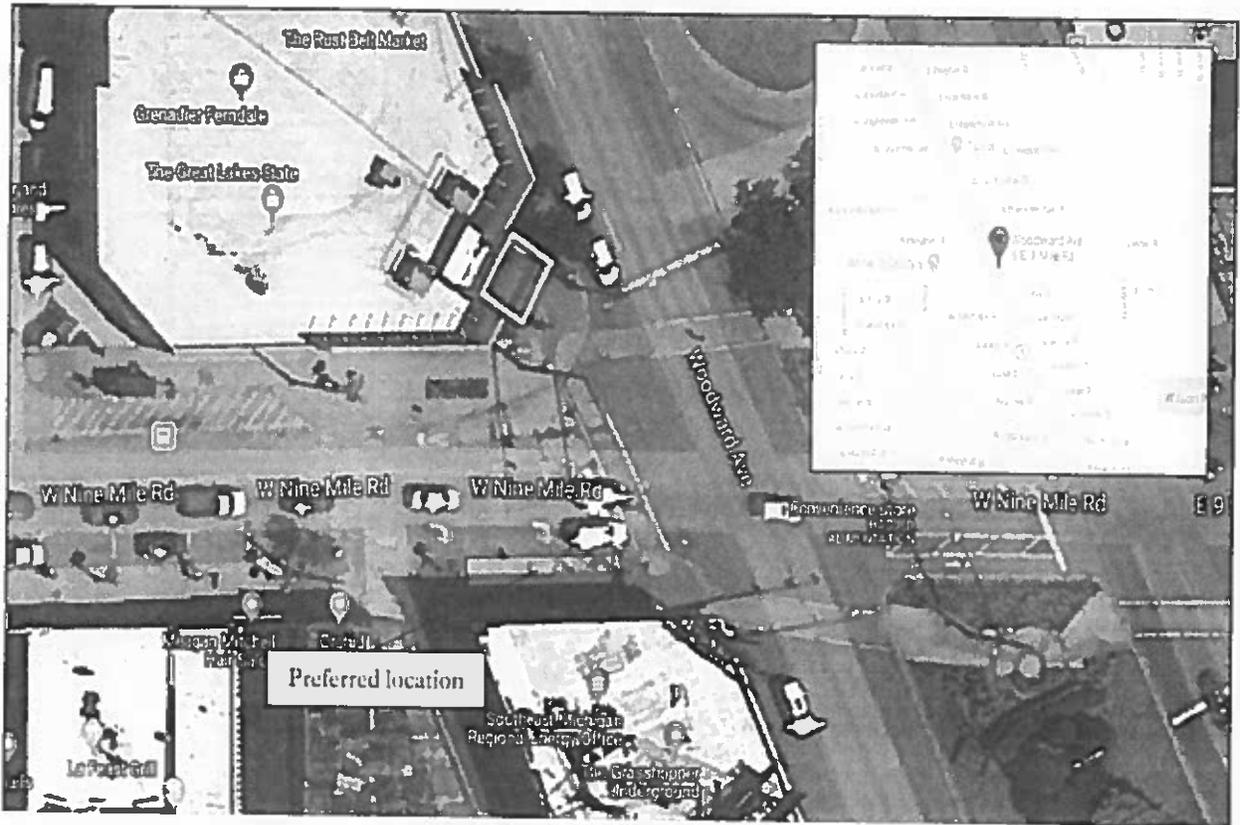
EXHIBIT A

Depiction of Tentative Bike Station License Areas

Site ID: 55 – Livernois St & Emwill



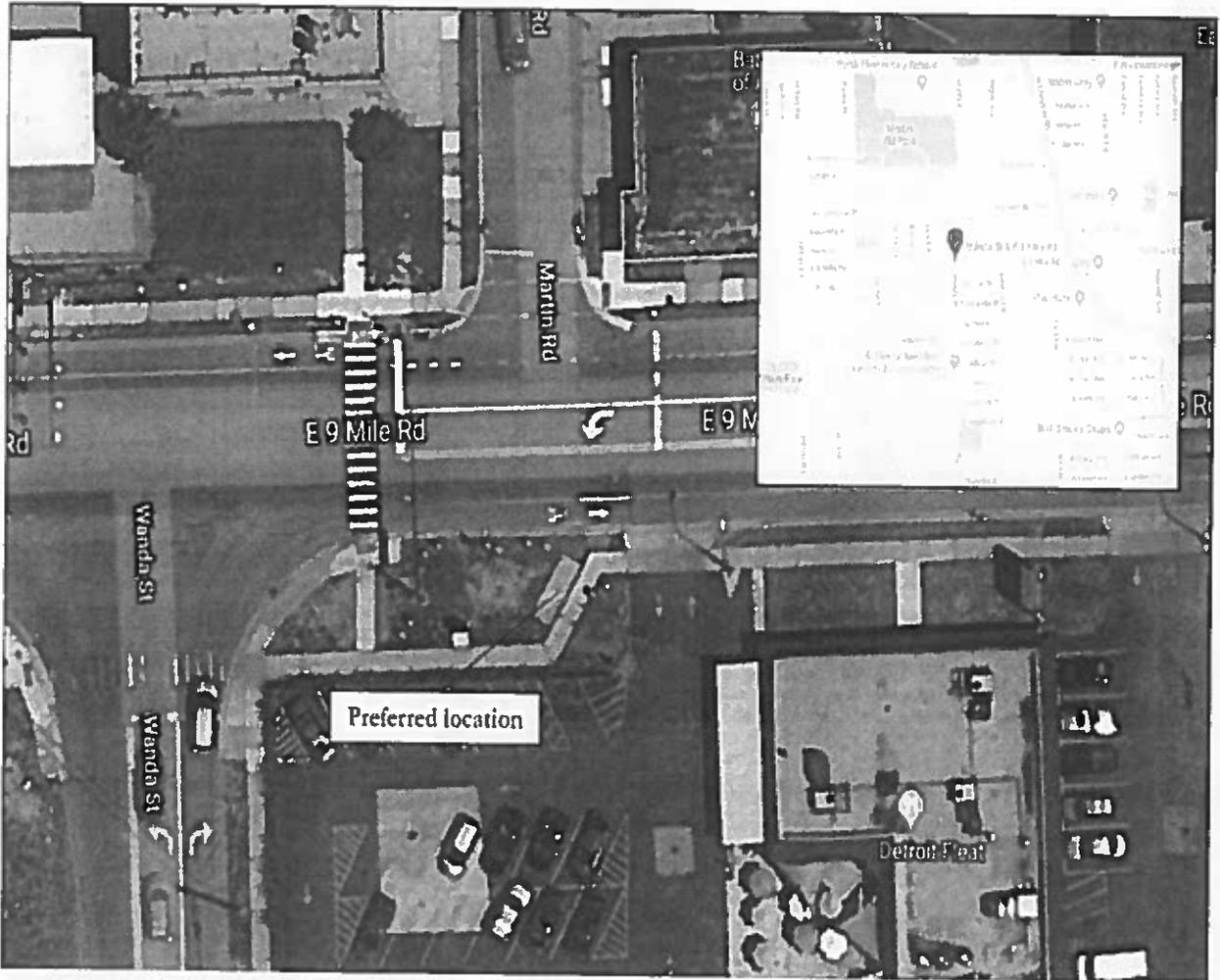
Site ID: 57 – 9 Mile & Woodward



Site ID: 58 – Ferndale City Hall



Site ID: 59 – 9 Mile & Wanda



Site ID: 60 – Orchard & Martin





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019

AGENDA #

SUBJECT: Request Authorization for the purchase of a new Animal Control truck to be assigned to the Technical and Planning Department.

DEPARTMENT: Public Works - KJY

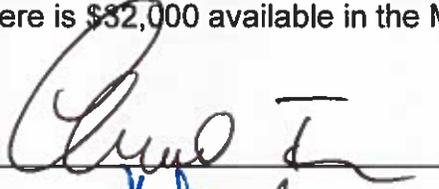
SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicle from the Oakland County pre-bid contract:

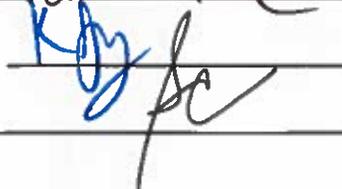
Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2020 Chevrolet Colorado 4x4	Technical and Planning (Animal Control)	\$25,196.00 (Oakland County #05218)	Motor Pool: 654-18.875.970

FINANCIAL STATEMENT: Funding for the above vehicle is available in the Motor Pool Fund. There is \$32,000 available in the Motor Pool Fund to cover this expenditure.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the Oakland pre-bid contract for this vehicle purchase totaling \$25,196.00. There is \$32,000 available in the Motor Pool Fund to cover this expenditure.

APPROVALS:

City Manager: 

Director of Public Works: 

Director of Finance: _____

Budgeted:

Legal: _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019

AGENDA #

SUBJECT: Request Authorization to purchase a Bobcat Toolcat 5600 Utility Work Machine.

DEPARTMENT: Public Works - KJY

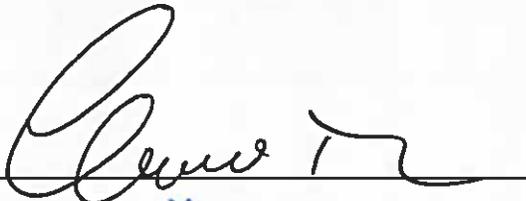
SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicle from the MiDeal State Cooperative:

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
Bobcat Toolcat 5600	Public Works	\$53,182.14 (MiDeal #071B7700088)	Major Streets: 202-18.479-970

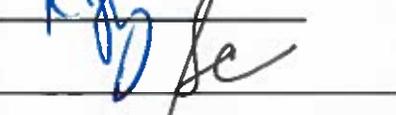
FINANCIAL STATEMENT: Funding for the above vehicle is available in the Major Streets Fund. There is \$65,000 available in the Major Streets Fund to cover this expenditure.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the MiDeal State Cooperative for the purchase of a Bobcat Toolcat 5600 Utility Work Machine totaling \$53,182.14. There is \$65,000 available in the Major Streets Fund to cover this expenditure.

APPROVALS:

City Manager: 

Director of Public Works: 

Director of Finance: 

Budgeted:

Legal: _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019

AGENDA#

SUBJECT: Proposed Change Order no. 1 and Payment Application No. 1 for the 2018 Pocket Parks Construction Project, M-689.

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

SUMMARY: Attached are Proposed Change Order no. 1 and Payment Application No. 1 for the 2018 Pocket Parks Construction Project, M-689. The Proposed Change Order is an increase of \$1,260 due to the necessary repair and relocation of some storm water piping. This project will add pocket parks at the intersections of both Seneca and Sherman at Nine Mile Road. This project is approximately 18% complete.

FINANCIAL STATEMENT:	Original Contract Amount:	\$597,123.72
	Proposed Change Order no. 1:	\$ <u>1,260.00</u>
	New Contract Amount:	\$598,383.72
	Total Completed to Date:	\$105,140.62
	Less Retainage:	\$ 1,051.41
	Net Earned:	\$104,089.21
	Deductions:	\$ 0.00
	Balance:	\$104,089.21
	Payments to Date:	\$ <u>0.00</u>
	Amount Due Warren Contractors:	\$104,089.21

RECOMMENDED ACTION: It is recommended that Proposed Change Order No. 1 for the 2018 Pocket Parks Construction Project, M-689 be approved to Warren Contractors and Development Inc. of Shelby Township, MI for the amount of \$1,260.00. It is further recommended that Payment Application no. 1 for the same be approved for the amount of \$104,089.21. Funding is available from the Major Street Fund (202-18-479-970), Oakland County Grant, and tax foreclosure revenue for this expenditure.

APPROVALS:

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

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

Budgeted:

EXHIBITS: Proposed Change Order no. 1 and Payment Application No. 1

CHANGE ORDER

PROJECT: NINE MILE POCKET PARKS PROJECT JOB NUMBER: M-689

OWNER: CITY OF OAK PARK, MICHIGAN CHANGE ORDER NO.: 1

CONTRACTOR: WARREN CONTRACTORS & DEVELOPMENT, INC. PAGE: 1
 14979 TECHNOLOGY DRIVE
 SHELBY TOWNSHIP, MI 48315

TO THE CONTRACTOR:
 You are hereby directed to comply with the changes/extras to the contract documents.
 This change order reflects work completed or anticipated. 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
66	Seneca Catch Basin Lead Repairs	0	LSUM	\$1,010.00	1.00	1.00	\$1,010.00
67	Sewer Tap	0	LSUM	\$250.00	1.00	1.00	\$250.00
TOTALS							\$1,260.00

SUMMARY
 Total Increase \$ 1,260.00
 Total for Change Order No.1: \$ 1,260.00
 Contract Amount \$ 597,123.72
 Change Order No. 1: \$ 1,260.00
 New Contract Amount: \$ 598,383.72

[Signature]
 Warren Contractors & Development, Inc. Date: 8/16/19
[Signature]
 Joseph Jeffkins, Assistant City Engineer Date: 8/16/19

PAYMENT APPLICATION

PROJECT: NINE MILE POCKET PARKS PROJECT
OWNER: City of Oak Park, Michigan
CONTRACTOR: Warren Contractors & Development, Inc.
 14979 Technology Drive
 Shelby Township, MI 48315

JOB NUMBER: M-689
APPLICATION NO.: 1
PERIOD ENDING: 7/26/19
PAGE: 1 of 3

Item No.	SENECA POCKET PARK Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
SITE DEMOLITION								
1	Remove Existing Concrete Pavement	490	SYD	\$ 18.00	444.76	\$8,005.68	444.76	\$8,005.68
2	Remove Existing Concrete Curb and Gutter	225	LFT	\$ 18.00	207.00	\$3,726.00	207.00	\$3,726.00
3	Remove Existing Concrete Walk	165	SYD	\$ 18.00	217.47	\$3,914.46	217.47	\$3,914.46
4	Pavement Sawcutting	100	LFT	\$ 3.00	71.00	\$213.00	71.00	\$213.00
5	General Site Clearing & Grubbing	1	LSUM	\$ 20,000.00	1.00	\$20,000.00	1.00	\$20,000.00
SITE/EARTHWORK								
6	Cut and Fill Allowance	500	CY	\$ 26.00	0.00	\$0.00	0.00	\$0.00
SITE CIVIL/DRAINAGE								
7	12" Storm Sewer	85	LFT	\$ 96.00	80.50	\$7,728.00	80.50	\$7,728.00
8	Underdrain, 4" perforated pipe	145	LFT	\$ 24.00	0.00	\$0.00	0.00	\$0.00
9	Drainage Structure, 2X2'	1	EACH	\$ 2,750.00	1.00	\$2,750.00	1.00	\$2,750.00
10	Drainage Structure Cover, Type D	2	EACH	\$ 620.00	0.00	\$0.00	0.00	\$0.00
11	Drainage Structure, adjusted to grade, case 1	2	EACH	\$ 435.00	0.00	\$0.00	0.00	\$0.00
SITE UTILITIES								
12	Site Lighting, String Lights	125	LFT	\$ 48.30	0.00	\$0.00	0.00	\$0.00
13	Site Lighting, Bolards & Wiring	6	EACH	\$ 2,168.00	0.00	\$0.00	0.00	\$0.00
14	Site Lighting, aluminum poles & Wiring	2	EACH	\$ 3,500.00	0.00	\$0.00	0.00	\$0.00
15	Site Lighting, aluminum poles with GFI & Wiring	2	EACH	\$ 3,840.00	0.00	\$0.00	0.00	\$0.00
16	Site Lighting, aluminum poles with GFI (2) & Wiring	2	EACH	\$ 4,240.00	0.00	\$0.00	0.00	\$0.00
17	Electrical Conduit (1", including trenching) & backfill	600	LFT	\$ 9.60	197.00	\$1,891.20	197.00	\$1,891.20
18	Electrical Conduit (2", including trenching) & backfill	200	LFT	\$ 15.00	61.00	\$915.00	61.00	\$915.00
19	Accent Lighting, fixture & Wiring	2	EACH	\$ 3,300.00	0.00	\$0.00	0.00	\$0.00
20	Proposed Utility Frame/Meter Stand	1	LSUM	\$ 10,150.00	0.00	\$0.00	0.00	\$0.00
21	Hand Hole	1	EACH	\$ 1,560.00	0.00	\$0.00	0.00	\$0.00
22	DTE Service Connection	1	ALLOW	\$ 4,500.00	0.00	\$0.00	0.00	\$0.00
SITE HARDSCAPE								
23	Concrete Curb, Straight	50	LFT	\$ 50.00	0.00	\$0.00	0.00	\$0.00
24	Driveway Opening	35	SYD	\$ 105.00	0.00	\$0.00	0.00	\$0.00
25	Subgrade Compaction	185	SYD	\$ 11.00	0.00	\$0.00	0.00	\$0.00
26	Vehicle Concrete Pavement (8" Concrete, 4" Compacted Aggregate)	1475	SFT	\$ 9.00	0.00	\$0.00	0.00	\$0.00
27	Standard Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	442	SFT	\$ 7.00	0.00	\$0.00	0.00	\$0.00
28	Decorative Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	2705	SFT	\$ 15.50	0.00	\$0.00	0.00	\$0.00
STRUCTURE/FURNISHINGS								
29	Entry Signage	1	LSUM	\$ 11,100.00	0.00	\$0.00	0.00	\$0.00
30	Concrete Seat Wall (24" HT.)	15	LFT	\$ 450.00	0.00	\$0.00	0.00	\$0.00
31	Concrete Seat Wall (36" HT.)	9	LFT	\$ 560.00	0.00	\$0.00	0.00	\$0.00
32	Aluminum Fence	85	LFT	\$ 110.00	0.00	\$0.00	0.00	\$0.00
33	Aluminum Fence Gate	1	EACH	\$ 880.00	0.00	\$0.00	0.00	\$0.00
34	Decorative Column	8	EACH	\$ 900.00	0.00	\$0.00	0.00	\$0.00
35	Bench	5	EACH	\$ 2,160.00	0.00	\$0.00	0.00	\$0.00
36	Bench, Install Only	1	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
37	Bike Rack, Install Only	2	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
38	Boulder (18"x36")	12	EACH	\$ 90.00	0.00	\$0.00	0.00	\$0.00
39	Pet Waste Station	1	EACH	\$ 1,500.00	0.00	\$0.00	0.00	\$0.00
40	Planter Pot, Install only	3	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
41	Tables & Chairs, Install Only	8	EACH	\$ 80.00	0.00	\$0.00	0.00	\$0.00
42	Trash receptacle, Install Only	1	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
43	Trash receptacle	1	EACH	\$ 2,100.00	0.00	\$0.00	0.00	\$0.00
SITE LANDSCAPE AND SOFTSCAPE								
44	Deciduous Tree - hory Silk Tree LJac (2.5" Cal.)	4	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
45	Deciduous Tree - Firespire Hornbeam (2.5" Cal.)	2	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
46	Deciduous Tree - Street Keeper honeylocust (2.5" Cal.)	4	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
47	Grass - Variegated Lilyturf	452	EACH	\$ 12.00	0.00	\$0.00	0.00	\$0.00
48	Groundcover - Green Sheen Pachysandra	412	EACH	\$ 11.00	0.00	\$0.00	0.00	\$0.00
49	Sodding	105	SFT	\$ 1.00	0.00	\$0.00	0.00	\$0.00
50	Synthetic Lawn	250	SFT	\$ 12.00	0.00	\$0.00	0.00	\$0.00
51	Playground Fibar Mulch Surfacing	1210	SFT	\$ 2.25	0.00	\$0.00	0.00	\$0.00
52	Mulch (3" Shredded Hardwood)	7	CY	\$ 61.00	0.00	\$0.00	0.00	\$0.00
53	Steel Edging	25	LFT	\$ 18.00	0.00	\$0.00	0.00	\$0.00
54	Painting Soil Mixture	29	CY	\$ 35.00	0.00	\$0.00	0.00	\$0.00
SESC								
55	Erosion Control, Silt fence	25	LFT	\$ 22.00	0.00	\$0.00	0.00	\$0.00
56	Erosion Control, Inlet Protection, Fabric Drop	8	EACH	\$ 100.00	0.00	\$0.00	0.00	\$0.00
MAINTENANCE OF TRAFFIC								
57	Mobilization	1	LSUM	\$ 28,000.00	0.25	\$7,000.00	0.25	\$7,000.00
58	Channelizing Device, 42" Fum.	10	EACH	\$ 22.00	11.00	\$242.00	11.00	\$242.00
59	Channelizing Device, 42" Oper.	10	EACH	\$ 0.11	11.00	\$0.11	11.00	\$0.11
60	Barricade, Type III, High Intensity, Fum.	10	EACH	\$ 93.50	9.00	\$841.50	9.00	\$841.50
61	Barricade, Type III, High Intensity, Oper.	10	EACH	\$ 0.09	9.00	\$0.09	9.00	\$0.09
62	Sign, Type B, Temp, Prismatic, Fum.	46	SFT	\$ 7.70	46.00	\$354.20	46.00	\$354.20
63	Sign, Type B, Temp, Prismatic, Oper.	46	SFT	\$ 0.01	46.00	\$0.46	46.00	\$0.46
64	Pedestrian Type II Barricade, Temp	3	EACH	\$ 192.50	3.00	\$577.50	3.00	\$577.50
65	Minor Traffic Devices	1	LSUM	\$ 2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
EXTRAS								
66	Seneca Catch Basin Lead Repairs	0	LSUM	\$ 1,010.00	1.00	\$1,010.00	1.00	\$1,010.00
67	Sewer Tap	0	LSUM	\$ 250.00	1.00	\$250.00	1.00	\$250.00

\$61,419.20

\$61,419.20

PAYMENT APPLICATION

PROJECT: NINE MILE POCKET PARKS PROJECT
OWNER: City of Oak Park, Michigan
CONTRACTOR: Warren Contractors & Development, Inc.
 14979 Technology Drive
 Shelby Township, MI 48315

JOB NUMBER: M-689
APPLICATION NO.: 1
PERIOD ENDING: 7/26/19
PAGE: 2 of 3

Item No.	SHERMAN POCKET PARK Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
SITE DEMOLITION								
66	Remove Existing Concrete Pavement	270	SYD	\$ 18.00	247.34	\$4,452.12	247.34	\$4,452.12
67	Remove Existing Concrete Curb and Gutter	190	LFT	\$ 18.00	179.00	\$3,222.00	179.00	\$3,222.00
68	Remove Existing Concrete Walk	110	SYD	\$ 18.00	132.08	\$2,377.44	132.08	\$2,377.44
69	Pavement Sawcutting	80	LFT	\$ 3.00	109.00	\$327.00	109.00	\$327.00
70	General Site Clearing & Grubbing	1	LSUM	\$ 18,000.00	1.00	\$18,000.00	1.00	\$18,000.00
SITE EARTHWORK								
71	Cut and Fill Allowance	500	CY	\$ 28.00	0.00	\$0.00	0.00	\$0.00
SITE UTILITIES								
72	Site Lighting, Bollards & Wiring	4	EACH	\$ 2,185.00	0.00	\$0.00	0.00	\$0.00
73	Site Lighting, aluminum poles & Wiring	4	EACH	\$ 3,500.00	0.00	\$0.00	0.00	\$0.00
74	Site Lighting, aluminum poles with GFI & Wiring	4	EACH	\$ 3,840.00	0.00	\$0.00	0.00	\$0.00
75	Site Lighting, aluminum poles with GFI (2) & Wiring	2	EACH	\$ 4,240.00	0.00	\$0.00	0.00	\$0.00
76	Accent Lighting, Fixture & Wiring	2	EACH	\$ 3,292.00	0.00	\$0.00	0.00	\$0.00
77	Site Lighting, String Lights	195	LFT	\$ 45.00	0.00	\$0.00	0.00	\$0.00
78	Hand Hole	1	EACH	\$ 1,561.00	0.00	\$0.00	0.00	\$0.00
79	Electrical Conduit (1", including trenching) & backfill	150	LFT	\$ 10.00	174.50	\$1,745.00	174.50	\$1,745.00
80	Electrical Conduit (2", including trenching) & backfill	35	LFT	\$ 27.00	39.00	\$1,053.00	39.00	\$1,053.00
81	Proposed Utility Frame/Meter Stand	1	LSUM	\$ 10,150.00	0.00	\$0.00	0.00	\$0.00
82	DTE Service Connection	1	ALLOW	\$ 500.00	0.00	\$0.00	0.00	\$0.00
SITE HARDSCAPE								
83	Concrete Curb, Straight (C.O.C STD. DWG 2000)	25	LFT	\$ 50.00	0.00	\$0.00	0.00	\$0.00
84	Steps	8	SFT	\$ 500.00	0.00	\$0.00	0.00	\$0.00
85	Standard Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	335	SFT	\$ 7.00	0.00	\$0.00	0.00	\$0.00
86	Decorative Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	2089	SFT	\$ 16.00	0.00	\$0.00	0.00	\$0.00
87	Clay brick Pavers	200	SFT	\$ 37.40	0.00	\$0.00	0.00	\$0.00
88	Paver Edge Restraint	14	LFT	\$ 55.00	0.00	\$0.00	0.00	\$0.00
STRUCTURES/FURNISHINGS								
89	Entry Signage	1	LSUM	\$ 11,100.00	0.00	\$0.00	0.00	\$0.00
90	Concrete Seal wall (24" Ht.)	75	LFT	\$ 450.00	0.00	\$0.00	0.00	\$0.00
91	Bench	2	EACH	\$ 2,160.00	0.00	\$0.00	0.00	\$0.00
92	Bench, Install Only	2	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
93	Bike Rack, Install Only	2	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
94	Chess game Set	1	EACH	\$ 1,200.00	0.00	\$0.00	0.00	\$0.00
95	Comhole Board Set	2	EACH	\$ 2,980.00	0.00	\$0.00	0.00	\$0.00
96	Pet Waste Station	1	EACH	\$ 1,500.00	0.00	\$0.00	0.00	\$0.00
97	Planter Pot, Install only	3	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
98	Tables & Chairs, Install Only	3	EACH	\$ 80.00	0.00	\$0.00	0.00	\$0.00
99	Trash receptacle, Install Only	2	EACH	\$ 160.00	0.00	\$0.00	0.00	\$0.00
SITE LANDSCAPING & SOFTSCAPE								
100	Deciduous Tree - hory Silk Tree Liboc (2.5" Cal.)	2	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
101	Deciduous Tree - Firespire Hornbeam (2.5" Cal.)	2	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
102	Deciduous Tree - Street Keeper honeylocust (2.5" Cal.)	2	EACH	\$ 465.00	0.00	\$0.00	0.00	\$0.00
103	Shrub - Katsy Dwarf Dogwood	40	EACH	\$ 50.00	0.00	\$0.00	0.00	\$0.00
104	Shrub - Hetzi Columnaris Juniper	10	EACH	\$ 110.00	0.00	\$0.00	0.00	\$0.00
105	Shrub - Little Princess Spirea	32	EACH	\$ 40.00	0.00	\$0.00	0.00	\$0.00
106	Grass - Variegated Llyturf	134	EACH	\$ 12.00	0.00	\$0.00	0.00	\$0.00
107	Ground Cover - Green Sheen Pachysandra	220	EACH	\$ 11.00	0.00	\$0.00	0.00	\$0.00
108	Synthetic Lawn	805	SFT	\$ 12.00	0.00	\$0.00	0.00	\$0.00
109	Mulch (3" Shredded Hardwood)	11	CY	\$ 61.00	0.00	\$0.00	0.00	\$0.00
110	Steel Edging	100	LFT	\$ 18.00	0.00	\$0.00	0.00	\$0.00
111	Planting Soil Mixture	44	CY	\$ 33.00	0.00	\$0.00	0.00	\$0.00
SESC								
112	Erosion Control Silt fence	110	LFT	\$ 5.50	0.00	\$0.00	0.00	\$0.00
MAINTENANCE OF TRAFFIC								
113	Mobilization	1	LSUM	\$ 28,000.00	0.25	\$7,000.00	0.25	\$7,000.00
114	Channelizing Device, 42" Furn.	10	EACH	\$ 22.00	10.00	\$220.00	10.00	\$220.00
115	Channelizing Device, 42" Oper.	10	EACH	\$ 0.10	10.00	\$0.10	10.00	\$0.10
116	Barricade, Type III, High Intensity, Furn.	10	EACH	\$ 93.50	10.00	\$935.00	10.00	\$935.00
117	Barricade, Type III, High Intensity, Oper.	10	EACH	\$ 0.10	10.00	\$0.10	10.00	\$0.10
118	Sign, Type B, Temp, Prismatic, Furn.	46	SFT	\$ 7.70	46.00	\$354.20	46.00	\$354.20
119	Sign, Type B, Temp, Prismatic, Oper.	46	SFT	\$ 0.61	46.00	\$0.46	46.00	\$0.46
120	Pedestrian Type II Barricade, Temp	2	EACH	\$ 192.50	2.00	\$385.00	2.00	\$385.00
121	Pedestrian Type II Channelizer, Temp	50	LFT	\$ 33.00	50.00	\$1,650.00	50.00	\$1,650.00
122	Minor Traffic Devices	1	LSUM	\$ 2,000.00	1.00	\$2,000.00	1.00	\$2,000.00

\$43,721.42

\$43,721.42

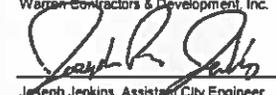
PROJECT: NINE MILE POCKET PARKS PROJECT
OWNER: City of Oak Park, Michigan
CONTRACTOR: Warren Contractors & Development, Inc.
14979 Technology Drive
Shelby Township, MI 48315

JOB NUMBER: M-689
APPLICATION NO.: 1
PERIOD ENDING: 7/26/19
PAGE: 3 of 3

Original Contract Amount: \$597,123.72
Change Order No. 1: \$1,260.00
New Contract Amount: \$598,383.72

Earnings This Period: \$105,140.62
Total Earnings to Date: \$105,140.62
Less Retainage: \$1,051.41
Net Earned: \$104,089.21
Deductions: \$0.00
Balance: \$104,089.21
Payments to Date: \$0.00

Amount Due: \$104,089.21

Accepted By: 
Warren Contractors & Development, Inc.

Joseph Jenkins, Assistant City Engineer
City of Oak Park, Michigan

Date: 8/16/19

Date: 8/16/19



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 3, 2019

SUBJECT: Traffic Control Order 160 Sec 1.20

DEPARTMENT: Public Safety

SUMMARY: Due to several complaints from neighbors regarding speeding motorists and recent motor vehicle accidents in the area of Balfour and Kipling, the City Manager issued a temporary traffic control for ninety days. The traffic control order designated the intersection of Balfour and Kipling as a four way stop. Since that time there has been a notable decrease in the amount of speeding motorists and motor vehicle accidents.

FINANCIAL STATEMENT: NA.

RECOMMENDED ACTION: City Council approve and adopt Traffic Control Order #160 Sec 1.20 making the intersection of Balfour and Kipling a permanent four way stop.

APPROVALS:

City Manager: _____

Department Director: _____

Director of Finance: _____

Budgeted: NA