

Oak Park

City Council Agenda

November 18, 2019





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
November 18, 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 November 4, 2019
- B. Request to approve an agreement with Oakland County to provide Animal Care Services and to authorize the Mayor to sign the agreement on behalf of the City
- C. Planning Commission Meeting Minutes of September 9, 2019
- D. Library Board Meeting Minutes of August 20, 2019
- E. Payment Application No. 4 for the 2019 Water Main Replacement Project, M-675 to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of \$41,245.52
- F. Payment Application No. 1 for the 2019-2 Water Main Replacement Project, M-704 to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of \$215,880.39
- G. Payment Application No. 2 for the 2018 Pocket Parks Construction Project, M-689 to Warren Contractors and Development Inc. of Shelby Township, MI for the amount of \$271,309.66
- H. Request to advertise for bids for the 2020 Sewer Lining Project, M-703

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Census Complete Count Committee Presentation

8. PUBLIC HEARINGS:

- A. Public Hearing to receive public comment on the allocation of the 2020 Community Development Block Grant Funds
- B. Resolution approving the recommended allocations of the 2020 Community Development Block Grant Funds and authorizing the Mayor to sign the application and subrecipient agreement on behalf of the City

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$13,933.56

12. BIDS: None

13. ORDINANCES:

A. First reading of an ordinance to amend Article II, Definitions, Section 204, Article XVIII, Signs, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park

14. CITY ATTORNEY:

15. CITY MANAGER:

45th District Court

A. Resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2020 Veterans Treatment Court Grant Program

B. Resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2020 Mental Health Court Grant Program

Administration

C. Request to approve Counsel Coordinator Professional Services Contract contingent upon fully executed grant with MIDC and subject to further attorney review and approval

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
November 4, 2019
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Council Member Burns, Council Member Rich,
Council Member Weiss

ABSENT: Mayor Pro Tem Radner

OTHERS

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

APPROVAL OF AGENDA:

**CM-11-355-19 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS
AMENDED – APPROVED**

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-356-19 (AGENDA ITEM #5A-E) 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 October 23, 2019 **CM-11-357-19**
- B. Special Council Meeting Minutes of October 23, 2019 **CM-11-358-19**
- C. Retirement Board Meeting Minutes of July 22, 2019 **CM-11-359-19**
- D. Request to schedule a Public Hearing for November 18, 2019 to receive public comment on the allocation of the 2020 Community Development Block Grant Funds **CM-11-360-19**
- E. Licenses - New and Renewals as submitted for November 4, 2019 **CM-11-361-19**

**MERCHANT'S LICENSES – November 4, 2019
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
AMCOMM TELECOM.	21620 COOLIDGE #100	\$150.00	TELECOMMUNICATIONS
SFT FOODS	12930 CAPITAL	\$150.00	ICE CREAM & BAKERY

<u>2019 RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
NONE			

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

(AGENDA ITEM #6) County Commissioner Helaine Zack provided updates on activities related to Oakland County. She also thanked Council Member Rich for his service to the City of Oak Park.

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Mayor, Council and Administration recognized Council Member Ken Rich for outstanding service to the City of Oak Park.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS:

**CM-11-362-19 (AGENDA ITEM #12A) REQUEST TO AWARD THE BID FOR
THE 2019 LEAD WATER SERVICE REPLACEMENT PROJECT
M-701 TO D'ANGELO BROTHERS INC. OF NORTHVILLE, MI
FOR A TOTAL AMOUNT OF UP TO \$300,000.00 - APPROVED**

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to award the bid for the 2019 Lead Water Service Replacement Project M-701 to D'Angelo Brothers Inc. of Northville, MI for a total amount of up to \$300,000.00.

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

MOTION DECLARED ADOPTED

ORDINANCES: None

CITY ATTORNEY:

CM-11-363-19 (AGENDA ITEM #12A) RESOLUTION APPROVING A METRO ACT PERMIT APPLICATION SUBMITTED BY CLEAR RATE COMMUNICATIONS, INC. - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to adopt the following resolution approving a Metro Act Permit application submitted by Clear Rate Communications, Inc.:

**CITY OF OAK PARK
RESOLUTION APPROVING CLEAR RATE COMMUNICATIONS, INC
APPLICATION FOR METRO ACT PERMIT**

WHEREAS, the City of Oak Park has received a request from Clear Rate Communications, Inc. for a METRO Act Right-of-Way Telecommunications Permit for a term of five years; and

WHEREAS, Clear Rate Communications, Inc. has submitted an Application for the permit, which complies with the requirements of the Act; and

WHEREAS, the City is aware of no reason to deny the permit.

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

1. The request by Clear Rate Communications, Inc. for the City to grant a five year METRO Act Permit is hereby approved pending final review and approval by the Department of Technical and Planning.
2. Upon approval of the METRO Act Permit, Clear Rate Communications must apply for a right of way permit with the City of Oak Park and with the Road Commission for Oakland County.
3. The Mayor, City Manager, and City Clerk are authorized and directed to execute the METRO Act Right-of-Way Permit, in substantially the form attached hereto.

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

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

MOTION DECLARED ADOPTED

CITY MANAGER:

Community and Economic Development

CM-11-364-19 (AGENDA ITEM #15A) RESOLUTION TRANSFERRING THE OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE (OPRE) FROM LOOP ON GREENFIELD LLC TO THE LOOP APARTMENTS COMMUNITY, LLC THE REMAINDER OF THE EXEMPTION ENDING ON DECEMBER 30, 2027 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution that transfers the Obsolete Property Rehabilitation Exemption Certificate (OPRE) from Loop on Greenfield LLC to The Loop Apartments Community, LLC the remainder of the exemption ending on December 30, 2027:

RESOLUTION TO APPROVE THE TRANSFER OF AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE

WHEREAS, the city council of the City of Oak Park legally established OPRA District on August 17, 2015, pursuant to a public hearing held on August 17, 2015 and granted an Obsolete Property Rehabilitation Act exemption for the property located in Obsolete Property Rehabilitation District, Oak Park Obsolete Property Rehabilitation District No. 1., at 15203-15423 Northgate and 25430-25840 Lincoln Terrace for a period of 12 years, beginning December 31, 2015, and ending December 30, 2027, pursuant to the provisions of PA 146 of 2000, as amended; and

WHEREAS, MCL 125.2793 allows an Obsolete Property Rehabilitation Exemption Certificate to be transferred to a new owner of the rehabilitated facility if the qualified local governmental unit approves the transfer after application by the new owner; and

WHEREAS, the original applicant and holder of the Obsolete Property Rehabilitation Act Certificate, Loop on Greenfield LLC, wishes to transfer and assign the Exemption Certificate to a potential new owner of the property located at: 15205-15423 Northgate and 25430-25840 Lincoln Terrace (a.k.a. 25500 Greenfield Road, Oak Park, MI 48237; and

WHEREAS, Loop on Greenfield LLC is not currently delinquent in the payment of any taxes related to the property; and

WHEREAS, the potential new owner and applicant The Loop Apartments Community, LLC, a Delaware limited liability company has provided all required items listed under the application for obsolete property as defined in Section 2(h) of PA 146 of 2000, as amended, to the City of Oak Park; and

NOW THEREFORE, be it resolved by the city council of the City of Oak Park that the request by Loop on Greenfield LLC to transfer the Obsolete Property Rehabilitation Certificate for the property located at 15205-15423 Northgate and 25430-25840 Lincoln Terrace (a.k.a. 25500 Greenfield Road), Oak Park, MI 48237 to proposed new owner The Loop Apartments Community, LLC, a Delaware limited liability company is hereby approved pursuant to the provisions of PA 146 of 2000, as amended.

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

MOTION DECLARED ADOPTED

CM-11-365-19 (AGENDA ITEM #15B) REQUEST TO APPROVE A FAÇADE IMPROVEMENT GRANT TO BEST FRIENDS CHILDCARE, 8440 WEST 9 MILE, FOR 50% OF THE PROJECT COSTS IN AN AMOUNT NOT TO EXCEED \$1,957.50 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve a façade improvement grant to Best Friends Childcare, 8440 West 9 Mile, for 50% of the project costs in an amount not to exceed \$1,957.50.

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

MOTION DECLARED ADOPTED

Public Safety

CM-11-366-19 (AGENDA ITEM #15C) REQUEST TO ADOPT TRAFFIC CONTROL ORDER #160 SEC 1.21 - 1.23 THAT REQUIRES "NO TURN ON RED" SIGNAGE AT SCOTIA AND ROSEWOOD ALONG NINE MILE ROAD - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to adopt Traffic Control Order #160 Sec 1.21 - 1.23 that requires "No Turn on Red" signage at Scotia and Rosewood along Nine Mile Road.

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

MOTION DECLARED ADOPTED

Finance/Assessing

CM-11-367-19 (AGENDA ITEM #15D) REQUEST TO RECEIVE AND APPROVE EXCEPTION RECOMMENDATIONS REGARDING SPECIAL ASSESSMENT DISTRICTS - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to receive and approve the following exception recommendations regarding Special Assessment Districts:

Permanently Removed along with the 10% penalty:

Special Assessment District No. 685 Unpaid Delinquent Utilities
52-25-30-404-020 23641 Cloverlawn
52-25-30-201-023 24671 Kenosha

Special Assessment District No. 688 Unpaid Sidewalk Replacement
52-25-19-326-014 25351 Church
52-25-19-451-050 Vacant

Special Assessment District No. 689 Special Assessment District No. 689 Unpaid Sidewalk Replacement Payment Plans

52-25-31-278-033 21601 Ridgedale

Placed back onto the Special Assessment District along with the 10% penalty:

Special Assessment District No. 687 Unpaid Blight

52-25-19-279-017 13750 Nadine
52-25-32-201-002 10760 Troy
52-25-31-483-003 20800 Ridgedale
52-25-31-126-035 21750 Stratford

Special Assessment District No. 688 Unpaid Sidewalk Replacement

52-25-19-401-012 14441 Lincoln
52-25-19-328-010 14571 Ludlow
52-25-19-477-010 13750 Victoria
52-25-19-401-023 14460 Vernon

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

MOTION DECLARED ADOPTED

CM-11-368-19 (AGENDA ITEM #15E) REQUEST TO SPLIT PARCEL 52-25-28-176-031 (24321 SHERMAN) INTO TWO PARCELS CONTINGENT UPON THE EXECUTION AND RECORDING OF THE RECIPROCAL AGREEMENT WITH THE OAKLAND COUNTY REGISTER OF DEEDS - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to split Parcel 52-25-28-176-031 (24321 Sherman) into two parcels contingent upon the execution and recording of the reciprocal agreement with the Oakland County Register of Deeds.

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

MOTION DECLARED ADOPTED

CM-11-369-19 (AGENDA ITEM #15F) MOTION TO RECEIVE THE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING 9/30/19 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to receive the quarterly investment report for period ending 9/30/19.

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

MOTION DECLARED ADOPTED

Finance Director Crawford reported that the State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. Ms. Crawford summarized the report detailing the cash and investments (citywide for all funds) held by the City on September 30, 2019.

The first quarter investment report shows total citywide cash and investments of \$32,911,172 (market value) including cash in the operating account of \$1,617,184 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$8,445,632, money market of \$143,709, commercial paper of \$12,417,895 and long-term investments total \$10,286,752. 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 July through September 2019 totaled \$151,954. During the first quarter overall investment returns have fallen significantly from approximately 2.2% annually to 1.8% annually with economists predicting additional decreases in the coming months. As a result, the City is investing short-term and locking up longer term investments if the individual interest rate is favorable. The overall return for the first quarter remained comparable with the last quarter due to long-term unrealized gains helping offset smaller short-term realized gains.

City Clerk

(AGENDA ITEM #15G) City Clerk Norris provided details regarding the November 5, 2019 General City Election.

CALL TO THE AUDIENCE:

Kate McRae, 14025 Victoria, expressed interest in improving the city's noxious weed ordinance.

Cora Miles, 21750 Stratford, expressed the desire to have a payment plan for an outstanding grass cutting bill.

Daniel Jacobovits, 24351 Gardner, suggested that the City adopt a "dig once" policy to facilitate upgrades to city infrastructure.

Joyce Bannon, 10611 Troy, expressed concerns regarding a recent change to the Recycling Commission meeting and the elimination of County programs that help seniors with grass cutting and snow removal.

Alvin Madan, 13750 Nadine, expressed concerns regarding a blight ticket he received.

Dawn Corpran, 14530 Pearson, expressed concerns regarding the timing of the city's leaf pick-up.

CALL TO THE COUNCIL:

Mayor McClellan thanked the administration for organizing a great 9 Mile Project Event and Oak Park Birthday Party.

Council Member Burns encouraged everyone to vote and wished everyone a good night.

Council Member Weiss also encouraged everyone to come out to vote and reviewed upcoming city events.

Council Member Rich wished his wife a happy anniversary and said good night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:15 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

SUBJECT:

Oakland County Animal Control Interlocal Agreement with the City of Oak Park

DEPARTMENT: Technical & Planning

SUMMARY:

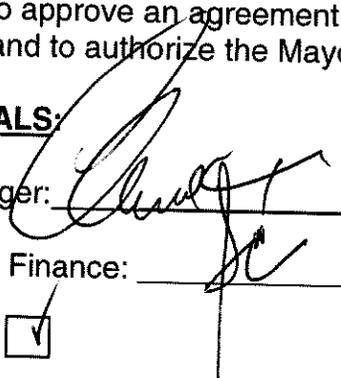
This contract renews an agreement with Oakland County Animal Control to accept the City's impounded animals after the holding period in our local pound. The agreement is renewed to September 30, 2022.

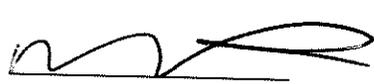
FINANCIAL STATEMENT:

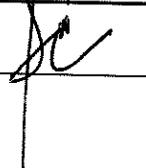
RECOMMENDED ACTION:

Request to approve an agreement with Oakland County to provide Animal Care Services and to authorize the Mayor to sign the agreement on behalf of the City.

APPROVALS:

City Manager: 

Department Director: 

Director of Finance: 

Legal: _____

Budgeted:

EXHIBITS: Agreement

ANIMAL SHELTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF OAK PARK, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF OAK PARK, whose principal address is 14000 Oak Park Blvd., Oak Park, Michigan 48237, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Care Center** means a facility owned and operated by the COUNTY to care for impounded animals.
 - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the

Animal Care Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1'. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
 - 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or his authorized representative.
 - 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
 - 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Care Center in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
 - 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
 - 1.12. **Euthanasia** means the humane destruction of animals.
 - 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
 - 1.14. **Rabies Specimen** means brain tissue taken from an animal suspected of being rabid.
 - 1.15. **Transported** means the delivery by the COUNTY of a rabies specimen to the Michigan State Laboratory in Lansing.
- §2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:
- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
 - 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give-up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
 - 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
 - 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Care Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting Applications for the redemption of impounded animals.
 - 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.
 - 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.

- 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
- 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement.
- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the County for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2020	\$ 24.00
2021	\$ 24.00
2022	\$ 25.00

Such fee shall be limited to the required holding period as set forth by the MUNICIPALITY, fees for the destruction and disposal of each animal held the required holding period will be:

2020	\$ 7.00
2021	\$ 7.00
2022	\$ 8.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the County covering the previous month's operations.

4.2. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2020	\$ 22.00
2021	\$ 22.00
2022	\$ 23.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.3. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2020	\$ 23.00
2021	\$ 23.00
2022	\$ 24.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.4. Fees for each live rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2020	\$ 26.00
2021	\$ 26.00
2022	\$ 26.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.5. Fees for each dead rabies specimen turned in from Animal Control agent or resident from the MUNICIPALITY will be:

2020	\$ 21.00
2021	\$ 21.00
2022	\$ 21.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.6. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the

percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

- 5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2019 and expiring September 30, 2022 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class
- 7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
- §11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.
- §12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- §13. RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- §14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this agreement.
- §18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.

§19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

§20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Marian McClellan, Mayor, City of Oak Park, hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____
Marian McClellan, Mayor
City of Oak Park

DATE: _____

WITNESSED: _____
Ed Norris, Clerk
City of Oak Park

DATE: _____

IN WITNESS WHEREOF, Dave Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
Dave Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Lisa Brown, Clerk/Register of Deeds
County of Oakland

DATE: _____

**CITY OF OAK PARK PLANNING COMMISSION
MONDAY, SEPTEMBER 9, 2019
MINUTES**

Meeting was called to order at 7:00 p.m., in the City Council Chambers, Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI, by Vice Chairperson Brown and roll call was made.

PRESENT: Vice Chairperson Brown
Commissioner Burns
Commissioner Eizelman
Commissioner McClellan
Commissioner Seligson

ABSENT: Chairperson Torgow
Commissioner Tkatch
Commissioner Tungate
Commissioner Walters-Gill

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

3. APPROVAL OF AGENDA OF SEPTEMBER 9, 2019:

MOTION by Burns, SECONDED by McClellan, to approve the agenda of September 9, 2019 with an addition, 8. B. 4) Forgotten Harvest.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF JULY 8, 2019:

MOTION by McClellan, SECONDED by Burns, to approve the minutes of July 8, 2019 with one correction.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE: None

6. PUBLIC HEARING:

- A. Public Hearing to consider a request submitted by Car Stop Automotive, for Special Land Use approval for a Vehicle Dealer and Collision Shop to be located at 21006 Coolidge.**

Vice Chairperson Brown opened the public hearing at 7:04 p.m.

Owner of Autobahn, 20850 Coolidge expressed concern whether this new construction would limit the visibility of his business on Coolidge.

Vice Chairperson Brown closed the public hearing at 7:06 p.m.

B. Planning Commission action regarding a request submitted by Car Stop Automotive, for Special Land Use approval for a Vehicle Dealer and Collision Shop to be located at 21006 Coolidge.

Commissioner Burns expressed concern about the excessive amount of automotive and collision shops in the City. Commissioner McClellan inquired whether there was any way to limit the amount of these types of businesses. City Planner Rulkowski explained that the City has attempted this by regulating them to industrial districts.

MOTION by McClellan, SECONDED by Eizelman, to approve the Special Land Use request by Car Stop Automotive for a Vehicle Dealer and Collision Shop at 21006 Coolidge.

VOTE: Yes: Brown, Burns, Eizelman, McClellan, Seligson
No: None

MOTION CARRIED

7. CONSENT AGENDA: No Items Eligible This Month

8. MATTERS FOR CONSIDERATION

A. OLD BUSINESS – None

B. NEW BUSINESS

1. Planet Property, LLC, 21815 Republic, Final Site Plan – Wholesale propane cylinder tank distribution

Vice Chairperson Brown referenced City Planner Rulkowski's report dated September 4, 2019:

Planet Property LLC, has submitted a Final Site Plan to locate a wholesale propane distribution facility at 21815 Republic. Previously this property was the location of an auto body collision shop. The proposed Site Plan shows the installation of an 18,000 gallon propane tank as well as a new 1,020 square foot canopy to store small propane tanks. The existing 9,400 square foot building will be used for the refurbishment and storage of smaller empty propane tanks.

The property is zoned LI, Light Industrial zoning district and the proposed use as indicated on the Site Plan is a permitted use. The proposed buildings meet all the setback and height requirements of the Zoning Ordinance.

Based on the square footage of the proposed and existing buildings (10,476 square feet), the use is required to provide 11 parking spaces. The Site Plan indicates 17 parking spaces will be provided on a concrete surface. The 22 parking spaces indicated on the Site Plan along the northern property line and west of the chain link fence are not on a concrete or asphalt surface and cannot be used or counted as parking spaces. These spaces are to be removed from the Site Plan that is submitted for a building permit.

The proposed Site Plan does not include an adequate landscaping plan. A detailed Site Plan indicating the required minimum amount of landscaping to be resubmitted prior to a building permit being issued. The submitted landscaping plan to include the required in-ground water irrigation system.

No dumpsters or enclosures are shown on the proposed Site Plan. Dumpster enclosure construction details to be submitted with the application for a building permit that meets the Zoning Ordinance requirements. The location of the dumpster enclosure to be reviewed and approved by the City Planner.

The Site Plan does not indicate any outdoor lighting for the building or site. All exterior lighting is required to be shielded downward so it does not create a nuisance to adjacent properties or street traffic.

The Site Plan does not indicate any details regarding new roof or ground located mechanical equipment. The Zoning Ordinance requires all roof top and ground level equipment to be screened.

The Site Plan does not show any proposed signage for the facility. A separate sign application will have to be submitted and therefore no signage is approved as part of the site plan review.

Steve Yaldoo of Planet Propane addressed the Commission with excitement for the site to be located in Oak Park. It is the perfect location and meets all State of Michigan requirements.

MOTION by McClellan, SECONDED by Eizelman, to approve the Final Site Plan for Planet Property, LLC, 21815 Republic, with the following conditions:

- 1) Dumpster enclosure construction details to be submitted with the application for a building permit that meets the Zoning Ordinance requirements. The location of the dumpster enclosure to be reviewed and approved by the City Planner.
- 2) A detailed Site Plan indicating the required minimum amount of landscaping to be resubmitted prior to a building permit being issued. The submitted landscaping plan to include the required in-ground water irrigation system.
- 3) The 22 parking spaces indicated on the Site Plan along the northern property line and west of the chain link fence are not on a concrete or asphalt surface and cannot be used or counted as parking spaces. These spaces are to be removed from the Site Plan that is submitted for a building permit.
- 4) All exterior lighting is required to be shielded downward so it does not create a nuisance to adjacent properties or street traffic.
- 5) All proposed roof top or ground level equipment must be screened as required by the Zoning Ordinance.
- 6) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

VOTE: Yes: Brown, McClellan, Seligson, Tkatch, Walters-Gill
No: None

MOTION CARRIED

2. Equity Holding Company, LLC, 26705 Coolidge, Final Site Plan – Accessory parking lot

Vice Chairperson Brown referenced City Planner Rulkowski's report dated September 3, 2019:

Mr. Wayne Wudyka, Equity Holding Company, LLC, 26705 Coolidge, has submitted a Final Site Plan to construct a 14 space parking lot at 26705 Coolidge, on the corner of Kingston and Coolidge. The currently vacant property was once the location of a small diner. The proposed parking lot will serve as additional parking for a building Mr. Wudyka owns at 13621 Eleven Mile, approximately 150 feet away.

The property is zoned B-1, Neighborhood Business District and the proposed use is permitted by right in this district.

The traffic circulation pattern is acceptable with a one way flow from Kingston to Coolidge and additional spaces accessed by way of the alley at the rear of the property.

No method of storm water management for the parking lot is indicated on the Site Plan. Engineering plans for storm water management as part of a Land Development Permit will have to be submitted and reviewed by the Engineering Division for approval. In addition, the Engineering Division will need to review the design of the drive approaches and on-site traffic control signage.

New landscaping will be installed in the front of the parking area near Coolidge and along Kingston. No on-site irrigation method is shown on the Site Plan. A condition of Site Plan approval should require the applicant to install an in-ground water irrigation system as required in Section 1716, A, 2 of the Zoning Ordinance.

A screen wall has never been constructed at the rear of the property to provide protection from the adjacent residential homes. Section 1717, E, requires a six-foot-high decorative masonry screen wall to separate the residential and non-residential uses. As is the practice where there is an alley, the screen wall is constructed in the right of way between the alley and the residential property.

The Site Plan indicates two new light posts on the south side (Kingston Ave.) of the parking lot. No additional information is provided regarding the light posts or the light fixtures. Light posts and the lighting fixtures will need to be positioned or shielded so they are not visible to the adjacent homes to the west of the parking lot or creating a nuisance to automobile traffic.

There are no new signs indicated on the Site Plan. A separate sign application will have to be submitted for any new signage.

MOTION by Burns, SECONDED by Eizelman, to approve the Final Site Plan for Equity Holding Company, LLC, with the following conditions:

- 1) Engineering plans for storm water management, drive approaches and traffic control signage, as part of a Land Development Permit, will have to be submitted and reviewed by the Engineering Division for approval.
- 2) The installation of to an in-ground water irrigation system as required in Section 1716, A, 2 of the Zoning Ordinance.
- 3) The installation of a six-foot-high decorative masonry screen wall as required Section 1717, E of the Zoning Ordinance.

- 4) All outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic.
- 5) No new signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any new signs at this site.

VOTE: Yes: Brown, McClellan, Seligson, Tkatch, Walters-Gill
 No: None

MOTION CARRIED

3. Schedule Public Hearing for proposed Sign Ordinance

MOTION by McClellan, SECONDED by Burns, to schedule a Public Hearing for October 8, 2019.

VOTE: Yes: Brown, McClellan, Seligson, Tkatch, Walters-Gill
 No: None

MOTION CARRIED

4. Forgotten Harvest

City Planner Rulkowski reported that Forgotten Harvest has requested to move their previously approved Site Plan for 15000 Eight Mile Road from the west to the east side of the property. Since there are no changes to the site plan which was approved by the Planning Commission on July 8, 2019, administration is able to approve this move without it being brought to the Commission again.

MOTION by Seligson, SECONDED by McClellan, to allow for administrative approval to move the site for Forgotten Harvest, 15000 Eight Mile Road.

VOTE: Yes: Brown, McClellan, Seligson, Tkatch, Walters-Gill
 No: None

MOTION CARRIED

9. PLANNING COMMISSION MATTERS FOR DISCUSSION – from members only: None

10. PUBLIC COMMENTS ON ITEMS NOT SCHEDULED FOR PUBLIC HEARING: None

11. ADJOURNMENT

There being no further business, Vice Chairperson Brown adjourned the meeting at 7:58 p.m.

Lisa Vecchio, Deputy City Clerk

Oak Park Public Library Board of Directors

Commissioners:

Matt McCall, Linda Francisco, Nancy Rice, Regina Weiss, Sharon Chudnow

Library Director:

Sarah Jones

Minutes for Library Board of Directors Meeting

Date:

August 20th, 2019

Time of Meeting Start:

6:35 P.M.

Roll Call, Attendance:

Sarah Jones, Linda Francisco, Regina Weiss, Matt McCall, Sharon Chudnow

Public Attendance:

Steven Chudnow

Approval of Agenda:

(L. Francisco Motion, R. Weiss Second. Approved)

Approval of Board Minutes (June 18th, 2019)

(R. Weiss Motion, L. Francisco Second, Approved)

Correspondence: Presented updated billing from Foster Swift. Director Jones presented a letter written by a member of the public commending the services of Library Clerk Avery Riley-Burton on their dedication to service and commendable diligence in their position.

Motion: To pay Foster-Swift bill, in full.

(R. Weiss Motion, L. Francisco Second. Approved)

Oak Park Public Library Board of Directors

Commissioners:

Matt McCall, Linda Francisco, Nancy Rice, Regina Weiss, Sharon Chudnow

Library Director:

Sarah Jones

Correction of Minutes added 09/2019: Discussion was had between members of the board about the July Election and positions needing to be filled. R. Weiss noted objections about election and potential conflict of interest and the need for clarification from Foster Swift.

Director Jones discussed the summer reading program, approximately two-hundred participants, as successful. Also discussed was the Metroparks sponsored program to hatch chickens, two of which was successfully hatched, but only one viable and thriving. Director Jones expressed interest in doing the program again, the popularity and good spirits of the program, and how the chicken (now re-homed) is missed; President McCall agreed with all those sentiments. Director Jones also discussed approaching local organizations to set up miniature lending libraries, the idea of a Russian book club, and book bins for local elementary schools; the implementation of keeping the DVD/Blu-Ray media on the floor has been successful, noting that there has been no loss to the collection.

Director Jones and President McCall discussed meeting with City management issues with budgeting, human resources issues, and unemployment insurance information and city provided services; at this time these issues remain at an impasse. During said meeting it was suggested that the City's legal representation sets up a meeting with the Library's legal representation as efforts by Foster-Swift to have a meeting with City legal have been unfruitful.

Adjournment:

(R. Weiss Motion, S. Chudnow Second. Approved)

Time of Meeting End:

7:25 P.M.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA#

SUBJECT: Payment Application No. 4 for the 2019 Water Main Replacement Project, M-675.

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

SUMMARY: Attached is Payment Application No. 4 for the 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. This project is approximately 91% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$534,592.00
Change Order no. 1:	<u>\$ 12,955.62</u>
Current Contract Amount:	\$547,547.62
Total Completed to Date:	\$497,706.76
Less Retainage:	\$ 5,000.00
Net Earned:	\$492,706.76
Deductions:	\$ 0.00
Balance:	\$492,706.76
Payments to Date:	<u>\$451,461.24</u>
Amount Due Macomb Pipeline:	\$ 41,245.52

RECOMMENDED ACTION: It is recommended that Payment Application No. 4 for the 2019 Water Main Replacement Project, M-675 be approved to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of \$41,245.52. Funding is available in the Water and Sewer Fund (592-18-538-970, 592-18-550-970, and 592-18-550-930) for this expenditure.

APPROVALS:

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

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

Budgeted:

EXHIBITS: Payment Application No. 4, map

PAYMENT APPLICATION

PROJECT: 2019 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Macomb Pipeline and Utilities Company
 44444 Mound Rd
 Sterling Hgts, Mi 48413

JOB NUMBER: M-675
APPLICATION NO.: 4
PERIOD ENDING: 11/1/19
PAGE: 1 of 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,500.00	0.00	\$0.00	1.00	\$5,500.00
3	Pavement Removal, Modified SP	1,890	SYD	\$10.00	0.00	\$0.00	1,986.09	\$19,860.90
4	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	2,049	LFT	\$88.00	0.00	\$0.00	2,032.20	\$178,833.60
5	Install Fire Hydrant, EJIW SBR-250	6	EACH	\$3,800.00	0.00	\$0.00	6.00	\$22,800.00
6	Kenosha Water Main Connect. "A" @ Kenosha Ave/Ten mile Rd.	1	LSUM	\$8,500.00	0.00	\$0.00	1.00	\$8,500.00
7	Kenosha Water Main Connect. "B" @ Gardner Ave/Norhtfield Ave.	1	LSUM	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00
8	N Kenosha Ave 6" abandoned viave & main disconnect @ ten mile	1	LSUM	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00
9	Install 8" Gate valve and well	4	LSUM	\$3,700.00	0.00	\$0.00	4.00	\$14,800.00
10	Rem./Rep. Short Side Service curb Stop box 3/4" to 1"	30	EACH	\$250.00	0.00	\$0.00	29.00	\$7,250.00
11	Service Transfers (long and short side) 3/4" to 1"	59	EACH	\$650.00	0.00	\$0.00	58.00	\$37,700.00
12	3/4" to 1" Type K Copper	180	LFT	\$40.00	0.00	\$0.00	180.75	\$7,230.00
13	Remove Existing Fire Hydrant	4	EACH	\$350.00	0.00	\$0.00	4.00	\$1,400.00
14	Remove Existing Gate Valve and Well	3	EACH	\$350.00	0.00	\$0.00	3.00	\$1,050.00
15	Abandon Existing Water Kenosha and Gardner Ave.	1	LSUM	\$2,000.00	0.00	\$0.00	0.00	\$0.00
16	Conc. Pavt W/integral curb and gutter, Non-Reinf. 8", Modified SP	185	SYD	\$85.00	0.00	\$0.00	196.68	\$16,717.80
17	Sidewalk Conc. Non-Reinf. 6" Conc. Sidewalk/Drive App., Mod. SP	5,650	SFT	\$6.00	0.00	\$0.00	5,601.92	\$33,611.52
18	Sidewalk Conc. Non-Reinf. 4" Conc. Sidewalk/Driveway, Mod. SP	9,250	SFT	\$4.00	0.00	\$0.00	10,167.98	\$40,671.92
19	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	165	SYD	\$10.00	0.00	\$0.00	96.45	\$964.50
20	Cast in Place Detectable/ Tactile Warning Surface.	100	SFT	\$25.00	0.00	\$0.00	90.00	\$2,250.00
21	Underdrain Subgrade, Open Graded 6", Modified SP	40	LFT	\$15.00	0.00	\$0.00	8.00	\$120.00
22	Class A Sodding, Modified SP	2,500	SYD	\$6.00	2,419.32	\$14,515.92	2,419.32	\$14,515.92
23	Adjusting Drainage Structure Cover, Case 1, Modified SP	1	EACH	\$500.00	0.00	\$0.00	4.00	\$2,000.00
24	Drainage Structure Cover	1,520	LBS	\$1.50	0.00	\$0.00	1,520.00	\$2,280.00
25	Sewer Remove under 24"	55	LFT	\$10.00	0.00	\$0.00	41.50	\$415.00
26	Sewer pipe 10" Scedufe 40 PVC pipe Trench Det. B (6'-8' Depth)	15	LFT	\$600.00	0.00	\$0.00	16.50	\$9,900.00
27	Sewer pipe 15" Sched. 40 PVC pipe Trench Det. B (12'-18' Depth)	25	LFT	\$900.00	0.00	\$0.00	11.00	\$9,900.00
28	Sewer pipe 8" Sched. 40 PVC pipe Trench Det B (10'-12' Depth)	10	LFT	\$800.00	0.00	\$0.00	14.00	\$11,200.00
29	Sewer pipe 6" Sched. 40 PVC pipe Trench Det. B (10'-12' Depth)	5	LFT	\$800.00	0.00	\$0.00	1.00	\$800.00
30	Reinstate 6' Sewer Lateral	1	EACH	\$750.00	0.00	\$0.00	1.00	\$750.00
31	Salvage Sign	6	EACH	\$50.00	0.00	\$0.00	6.00	\$300.00
32	Erosion Control Iner Filter, Fabric Drop, Modified SP	17	EACH	\$75.00	0.00	\$0.00	17.00	\$1,275.00

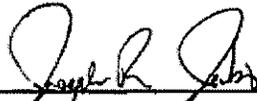
33	Maintenance Gravel, Modified SP	500	TON	\$20.00	0.00	\$0.00	175.53	\$3,510.60
34	Crossing Existing Water Main, Sewers	10	EACH	\$50.00	0.00	\$0.00	2.00	\$100.00
35	Unidentified Irrigation System Repairs - Sprinkler Lines	150	LFT	\$5.00	0.00	\$0.00	0.00	\$0.00
36	Unidentified Irrigation System Repairs - Sprinkler Heads	25	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
37	Project Cleanup	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
38	Inspection Crew Days, Modified SP	\$320	DAY	60.00	0.00	\$0.00	50.50	\$0.00
							\$19,515.92	\$497,706.76

Original Contract Amount: \$534,592.00
Change order #1: \$12,955.62
Current contract Amount \$547,547.62

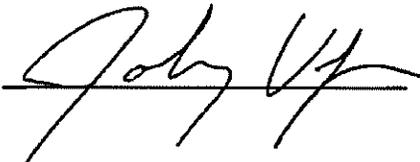
Earnings This Period: \$19,515.92
Total Earnings to Date: \$497,706.76
Less Retainage: \$5,000.00
Net Earned: \$492,706.76
Deductions: \$0.00
Balance: \$492,706.76
Payments to Date: \$451,461.24
Amount Due: \$41,245.52

Accepted By:

Macomb Pipeline and Utilities Company



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

Date: 

Date: 11/1/19



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA#

SUBJECT: Payment Application No. 1 for the 2019-2 Water Main Replacement Project, M-704.

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

SUMMARY: Attached is Payment Application No. 1 for the 2019-2 Water Main Replacement Project, M-704. This project will replace the water main on Kenosha St. from Northend to 9 Mile Road. This project is approximately 39% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$616,080.00
Total Completed to Date:	\$239,867.10
Less Retainage:	\$ 23,986.71
Net Earned:	\$215,880.39
Deductions:	\$ 0.00
Balance:	\$215,880.39
Payments to Date:	\$ 0.00
Amount Due Macomb Pipeline:	\$215,880.39

RECOMMENDED ACTION: It is recommended that Payment Application No. 1 for the 2019-2 Water Main Replacement Project, M-704 be approved to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of \$215,880.39. Funding is available in the Water and Sewer Fund 592-18-538-970 for this expenditure.

APPROVALS:

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

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

Budgeted:

EXHIBITS: Payment Application No. 1, map

PAYMENT APPLICATION

PROJECT: Kenosha Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Macomb Pipeline and Utilities Company
 44444 Mound Rd
 Sterling Hgts, MI 48413

JOB NUMBER: M-704
APPLICATION NO.: 1
PERIOD ENDING: 11/1/19
PAGE: 1 of 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,500.00	0.384	\$2,112.00	0.384	\$2,112.00
3	Pavement Removal, Modified SP	2,165	SYD	\$10.00	1,124.43	\$11,244.30	1,124.43	\$11,244.30
4	Bore Water Main across 9 mile rd including pipe	1	LSUM	\$38,000.00	0.00	\$0.00	0.00	\$0.00
5	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	2,515	LFT	\$88.00	2,060.50	\$181,324.00	2,060.50	\$181,324.00
6	Install Fire Hydrant, E.N.W 5BR-250	7	EACH	\$3,800.00	0.00	\$0.00	0.00	\$0.00
7	Kenosha Water Main Connect. "A" @ Kenosa Ave/9 mile Rd. (north side)	1	LSUM	\$4,000.00	0.00	\$0.00	0.00	\$0.00
8	Kenosha Water Main Connect. "B" @ Gardner Ave/9 mile Rd. (south side)	1	LSUM	\$18,500.00	0.00	\$0.00	0.00	\$0.00
9	Kenosha Water Main Connect. "C" Kenosha Ave/Northend Ave.	1	LSUM	\$8,000.00	0.00	\$0.00	0.00	\$0.00
10	Install 6" Gate valve and well	5	LSUM	\$3,700.00	4.00	\$14,800.00	4.00	\$14,800.00
11	Rem./Rep. Short Side Service curb Stop box 3/4" to 1"	44	EACH	\$250.00	0.00	\$0.00	0.00	\$0.00
12	Service Transfers (long and Short side) 3/4" to 1"	88	EACH	\$650.00	0.00	\$0.00	0.00	\$0.00
13	3/4" to 1" Type K Copper	225	LFT	\$40.00	0.00	\$0.00	0.00	\$0.00
14	Remove Existing Fire Hydrant	4	EACH	\$350.00	0.00	\$0.00	0.00	\$0.00
15	Remove Existing Gate Valve and Well	5	EACH	\$350.00	0.00	\$0.00	0.00	\$0.00
16	Abandon Existing Water Kenosha and Gardner Ave.	1	LSUM	\$2,000.00	0.00	\$0.00	0.00	\$0.00
17	Conc. Pavt W/Integral curb and gutter, Non-Reinf. 6", Modified SP	32	SYD	\$85.00	0.00	\$0.00	0.00	\$0.00
18	Sidewalk Conc. Non-Reinf. 6" Conc. Sidewalk/Drive App., Mod. SP	6,800	SFT	\$6.00	0.00	\$0.00	0.00	\$0.00
19	Sidewalk Conc. Non-Reinf. 4" Conc. Sidewalk/Driveway, Mod. SP	12,400	SFT	\$4.00	0.00	\$0.00	0.00	\$0.00
20	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	32	SYD	\$10.00	0.00	\$0.00	0.00	\$0.00
21	Cast In Place Detectable/ Tactile Warning Surface.	100	SFT	\$25.00	0.00	\$0.00	0.00	\$0.00
22	Underdrain Subgrade, Open Graded 6", Modified SP	40	LFT	\$15.00	0.00	\$0.00	0.00	\$0.00
23	Class A Sodding, Modified SP	2,800	SYD	\$6.00	0.00	\$0.00	0.00	\$0.00
24	Adjusting Drainage Structure Cover, Case 1, Modified SP	1	EACH	\$500.00	0.00	\$0.00	0.00	\$0.00
25	Drainage Structure Cover	2,280	LBS	\$1.50	1,520.00	\$2,280.00	1,520.00	\$2,280.00
26	Salvage Sign	6	EACH	\$50.00	0.00	\$0.00	0.00	\$0.00
27	Erosion Control Inter Filter, Fabric Drop, Modified SP	20	EACH	\$75.00	16.00	\$1,200.00	16.00	\$1,200.00
28	Maintenance Gravel, Modified SP	750	TON	\$20.00	90.34	\$1,806.80	90.34	\$1,806.80
29	Crossing Existing Water Main, Sewers	10	EACH	\$50.00	2.00	\$100.00	2.00	\$100.00
30	Unidentified Irrigation System Repairs - Sprinkler Lines	100	LFT	\$5.00	0.00	\$0.00	0.00	\$0.00
31	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
32	Project Cleanup	1	LSUM	\$5,000.00	0.00	\$0.00	0.00	\$0.00

\$239,867.10

\$239,867.10

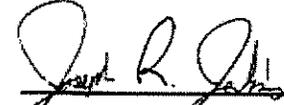
Original Contract Amount: \$616,080.00

Earnings This Period: \$239,867.10
Total Earnings to Date: \$239,867.10
Less Retainage: \$23,986.71
Net Earned: \$215,880.39
Deductions: \$0.00
Balance: \$215,880.39
Payments to Date: \$0.00

Amount Due: \$215,880.39

Accepted By:

Macomb Pipeline and Utilities Company



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

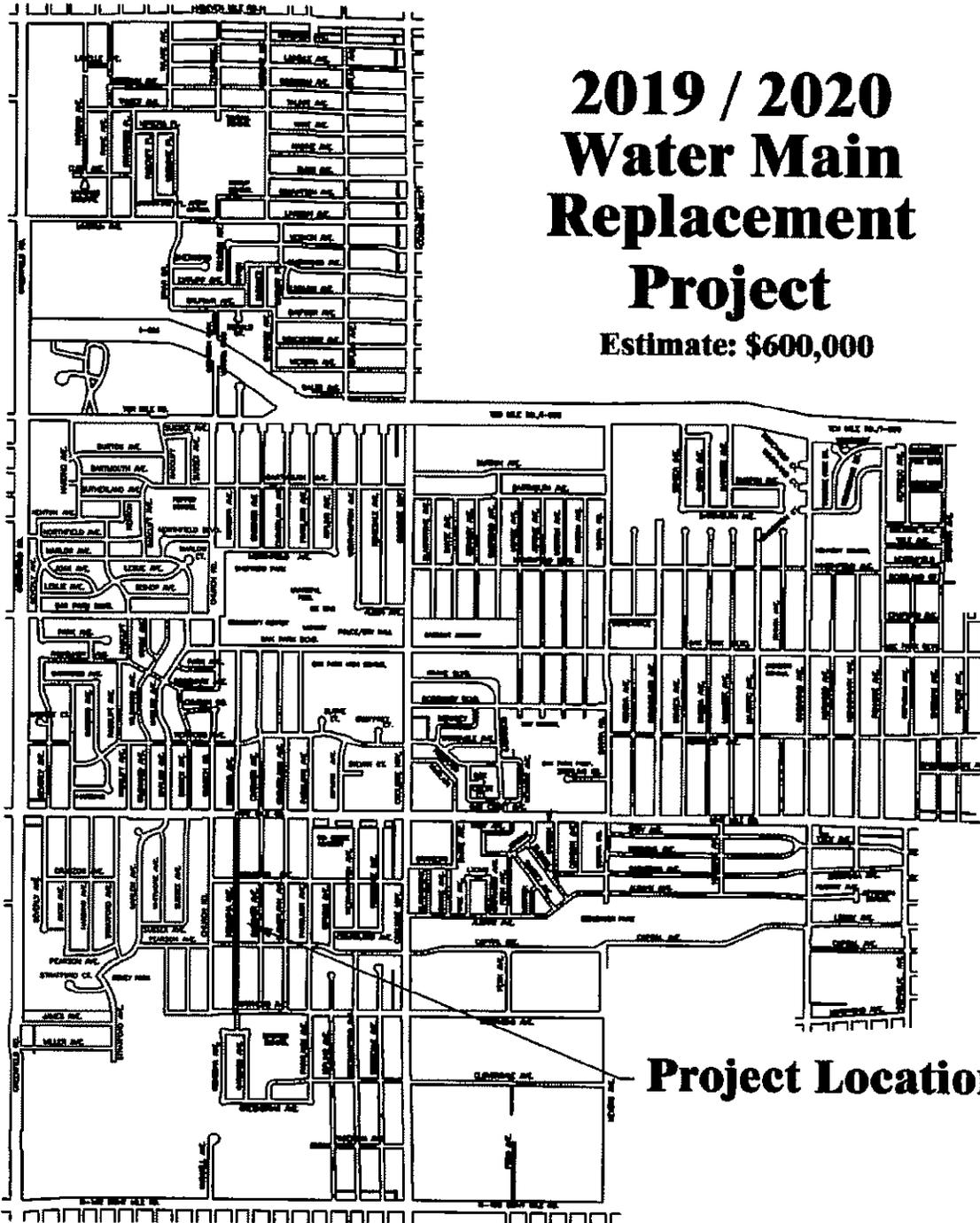
Date: 

Date: 11/1/19

City of Oak Park

2019 / 2020 Water Main Replacement Project

Estimate: \$600,000



Project Location



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA#

SUBJECT: Payment Application No. 2 for the 2018 Pocket Parks Construction Project, M-689.

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

SUMMARY: Attached is Payment Application No. 2 for the 2018 Pocket Parks Construction Project, M-689. This project added pocket parks at the intersections of both Seneca and Sherman at Nine Mile Road. This project is approximately 67% complete.

FINANCIAL STATEMENT:	Original Contract Amount:	\$597,123.72
	Change Order no. 1:	<u>\$ 1,260.00</u>
	Current Contract Amount:	\$598,383.72
	Total Completed to Date:	\$395,156.71
	Less Retainage:	\$ 19,757.84
	Net Earned:	\$375,398.87
	Deductions:	\$ 0.00
	Balance:	\$375,398.87
	Payments to Date:	<u>\$104,089.21</u>
	Amount Due Warren Contractors:	\$271,309.66

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 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 \$271,309.66. 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: *[Signature]*

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

Budgeted:

EXHIBITS: Payment Application No. 2

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.: 2
PERIOD ENDING: 11/7/19
PAGE: 1 of 2

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	48.08	\$865.44	492.84	\$8,871.12
2	Remove Existing Concrete Curb and Gutter	225	LFT	\$ 18.00	17.00	\$306.00	224.00	\$4,032.00
3	Remove Existing Concrete Walk	165	SYD	\$ 18.00	3.17	\$57.06	220.64	\$3,971.52
4	Pavement Sawcutting	100	LFT	\$ 3.00	9.50	\$28.50	80.50	\$241.50
5	General Site Cleaning & Grubbing	1	LSUM	\$ 20,000.00	0.00	\$0.00	1.00	\$20,000.00
SITE/EARTHWORK								
6	Cut and Fill Allowance	500	CY	\$ 26.00	67.00	\$1,742.00	67.00	\$1,742.00
SITE CIVIL/DRAINAGE								
7	12" Storm Sewer	85	LFT	\$ 96.00	0.00	\$0.00	80.50	\$7,728.00
8	Underdrain, 4" perforated pipe	145	LFT	\$ 24.00	136.00	\$3,264.00	136.00	\$3,264.00
9	Drainage Structure, 2'X2'	1	EACH	\$ 2,750.00	0.00	\$0.00	1.00	\$2,750.00
10	Drainage Structure Cover, Type D	2	EACH	\$ 620.00	3.00	\$1,860.00	3.00	\$1,860.00
11	Drainage Structure, adjusted to grade, case 1	2	EACH	\$ 435.00	2.00	\$870.00	2.00	\$870.00
SITE UTILITIES								
12	Site Lighting, String Lights	125	LFT	\$ 46.30	0.00	\$0.00	0.00	\$0.00
13	Site Lighting, Bollards & 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 & Wiring	2	EACH	\$ 4,240.00	0.00	\$0.00	0.00	\$0.00
17	Electrical Conduit (1", including trenching) & backfill	500	LFT	\$ 9.60	0.00	\$0.00	197.00	\$1,891.20
18	Electrical Conduit (2", including trenching) & backfill	200	LFT	\$ 15.00	47.00	\$705.00	108.00	\$1,620.00
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	1.00	\$1,560.00	1.00	\$1,560.00
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	20.00	\$1,000.00	20.00	\$1,000.00
24	Driveway Opening	35	SYD	\$ 105.00	39.67	\$4,165.35	39.67	\$4,165.35
25	Subgrade Compaction	165	SYD	\$ 11.00	165.00	\$1,815.00	165.00	\$1,815.00
26	Vehicular Concrete Pavement (6" Concrete, 4" Compacted Aggregate)	1475	SFT	\$ 9.00	1,136.84	\$10,231.56	1,136.84	\$10,231.56
27	Standard Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	442	SFT	\$ 7.00	454.04	\$3,178.28	454.04	\$3,178.28
28	Decorative Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	2705	SFT	\$ 15.50	2,949.88	\$45,723.14	2,949.88	\$45,723.14
STRUCTURE/FURNISHINGS								
29	Enby Signage	1	LSUM	\$ 11,000.00	0.00	\$0.00	0.00	\$0.00
30	Concrete Seat Wall (24" HT.)	15	LFT	\$ 450.00	15.00	\$6,750.00	15.00	\$6,750.00
31	Concrete Seat Wall (36" HT.)	9	LFT	\$ 560.00	9.00	\$5,040.00	9.00	\$5,040.00
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	6	EACH	\$ 900.00	6.00	\$5,400.00	6.00	\$5,400.00
35	Bench	5	EACH	\$ 2,160.00	5.00	\$10,800.00	5.00	\$10,800.00
36	Bench, Install Only	1	EACH	\$ 160.00	1.00	\$160.00	1.00	\$160.00
37	Bike Rack, Install Only	2	EACH	\$ 160.00	2.00	\$320.00	2.00	\$320.00
38	Boulder (18" x36")	12	EACH	\$ 90.00	12.00	\$1,080.00	12.00	\$1,080.00
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	1.00	\$160.00	1.00	\$160.00
43	Trash receptacle	1	EACH	\$ 2,100.00	1.00	\$2,100.00	1.00	\$2,100.00
SITE LANDSCAPE AND SOFTSCAPE								
44	Deciduous Tree - Noisy Silk Tree Lilac (2.5' Cal.)	4	EACH	\$ 465.00	4.00	\$1,860.00	4.00	\$1,860.00
45	Deciduous Tree - Firespike Hornbeam (2.5' Cal.)	2	EACH	\$ 465.00	2.00	\$930.00	2.00	\$930.00
46	Deciduous Tree - Street Keeper honeylocust (2.5' Cal.)	4	EACH	\$ 465.00	4.00	\$1,860.00	4.00	\$1,860.00
47	Grass - Variegated Lyburt	452	EACH	\$ 12.00	423.00	\$5,076.00	423.00	\$5,076.00
48	Groundcover - Green Sheen Pachysandra	412	EACH	\$ 11.00	452.00	\$4,972.00	452.00	\$4,972.00
49	Sodding	105	SFT	\$ 1.00	131.00	\$131.00	131.00	\$131.00
50	Synthetic Lawn	250	SFT	\$ 12.00	250.00	\$3,000.00	250.00	\$3,000.00
51	Playground Fiber Mulch Surfacing	1210	SFT	\$ 2.25	0.00	\$0.00	0.00	\$0.00
52	Mulch (3" Shredded Hardwood)	7	CY	\$ 61.00	5.00	\$305.00	5.00	\$305.00
53	Steel Edging	25	LFT	\$ 18.00	0.00	\$0.00	0.00	\$0.00
54	Protecting Soil Mixture	29	CY	\$ 35.00	11.38	\$398.30	11.38	\$398.30
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	6	EACH	\$ 100.00	0.00	\$0.00	0.00	\$0.00
MAINTENANCE OF TRAFFIC								
57	Mobilization	1	LSUM	\$ 28,000.00	0.75	\$21,000.00	1.00	\$28,000.00
58	Channelizing Device, 42" Furn.	10	EACH	\$ 22.00	0.00	\$0.00	11.00	\$242.00
59	Channelizing Device, 42" Oper.	10	EACH	\$ 0.01	0.00	\$0.00	11.00	\$0.11
60	Barricade, Type III, High Intensity, Furn.	10	EACH	\$ 93.50	0.00	\$0.00	9.00	\$841.50
61	Barricade, Type III, High Intensity, Oper.	10	EACH	\$ 0.01	0.00	\$0.00	9.00	\$0.09
62	Sign, Type B, Temp, Prismatic, Furn.	46	SFT	\$ 7.70	0.00	\$0.00	46.00	\$354.20
63	Sign, Type B, Temp, Prismatic, Oper.	46	SFT	\$ 0.01	0.00	\$0.00	46.00	\$0.46
64	Pedestrian Type II Barricade, Temp	3	EACH	\$ 192.50	0.00	\$0.00	3.00	\$577.50
65	Minor Traffic Devices	1	LSUM	\$ 2,000.00	0.00	\$0.00	1.00	\$2,000.00
EXTRAS								
66	Seneca Catch Basin Lead Repairs	0	LSUM	\$ 1,010.00	0.00	\$0.00	1.00	\$1,010.00
67	Sewer Tap	0	LSUM	\$ 250.00	0.00	\$0.00	1.00	\$250.00

\$148,713.63

\$210,132.83

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	0.00	\$0.00	247.34	\$4,452.12
67	Remove Existing Concrete Curb and Gutter	190	LFT	\$ 18.00	0.00	\$0.00	179.00	\$3,222.00
68	Remove Existing Concrete Walk	110	SYD	\$ 18.00	0.00	\$0.00	132.08	\$2,377.44
69	Pavement Sawcutting	80	LFT	\$ 3.00	0.00	\$0.00	109.00	\$327.00
70	General Site Cleaning & Grubbing	1	LSUM	\$ 18,000.00	0.00	\$0.00	1.00	\$18,000.00
SITE EARTHWORK								
71	Cut and Fill Allowance	500	CY	\$ 26.00	0.00	\$0.00	0.00	\$0.00
SITE UTILITIES								
72	Site Lighting, Bolards & 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	1.00	\$1,561.00	1.00	\$1,561.00
79	Electrical Conduit (1", including trenching) & backfill	150	LFT	\$ 10.00	0.00	\$0.00	174.50	\$1,745.00
80	Electrical Conduit (2", including trenching) & backfill	35	LFT	\$ 27.00	100.00	\$2,700.00	139.00	\$3,733.00
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	21.80	\$1,090.00	21.80	\$1,090.00
84	Steps	8	SFT	\$ 500.00	8.00	\$4,000.00	8.00	\$4,000.00
85	Standard Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	335	SFT	\$ 7.00	355.29	\$2,487.03	355.29	\$2,487.03
86	Decorative Concrete Pavement (4" Concrete, 4" Compacted Aggregate)	2060	SFT	\$ 16.00	2,053.93	\$32,862.88	2,053.93	\$32,862.88
87	Clay brick Pavers	200	SFT	\$ 37.40	196.00	\$7,330.40	196.00	\$7,330.40
88	Paver Edge Restraint	14	LFT	\$ 55.00	14.00	\$770.00	14.00	\$770.00
STRUCTURES/FURNISHINGS								
89	Entry Signage	1	LSUM	\$ 11,100.00	0.00	\$0.00	0.00	\$0.00
90	Concrete Seat wall (24" Ht.)	75	LFT	\$ 450.00	75.08	\$33,786.00	75.08	\$33,786.00
91	Bench	2	EACH	\$ 2,160.00	2.00	\$4,320.00	2.00	\$4,320.00
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	2.00	\$320.00	2.00	\$320.00
94	Chess game Set	1	EACH	\$ 1,200.00	1.00	\$1,200.00	1.00	\$1,200.00
95	Cornhole Board Set	2	EACH	\$ 2,980.00	2.00	\$5,960.00	2.00	\$5,960.00
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	2.00	\$320.00	2.00	\$320.00
SITE LANDSCAPING & SOFTSCAPE								
100	Deciduous Tree - Ivory Silk Tree Lilac (2.5" Cal.)	2	EACH	\$ 465.00	2.00	\$930.00	2.00	\$930.00
101	Deciduous Tree - Firepole Hornbeam (2.5" Cal.)	2	EACH	\$ 465.00	2.00	\$930.00	2.00	\$930.00
102	Deciduous Tree - Street Keeper honeylocust (2.5" Cal.)	2	EACH	\$ 465.00	2.00	\$930.00	2.00	\$930.00
103	Shrub - Kelsey Dwarf Dogwood	40	EACH	\$ 50.00	39.00	\$1,950.00	39.00	\$1,950.00
104	Shrub - Hetzi Columnars Juniper	10	EACH	\$ 110.00	10.00	\$1,100.00	10.00	\$1,100.00
105	Shrub - Little Princess Spirea	32	EACH	\$ 40.00	32.00	\$1,280.00	32.00	\$1,280.00
106	Grass - Variegated Lyburf	134	EACH	\$ 12.00	155.00	\$1,860.00	155.00	\$1,860.00
107	Ground Cover - Green Sheen Pachysandra	220	EACH	\$ 11.00	220.00	\$2,420.00	220.00	\$2,420.00
108	Synthetic Lawn	805	SFT	\$ 12.00	652.50	\$7,830.00	652.50	\$7,830.00
109	Mulch (3" Shredded Hardwood)	11	CY	\$ 61.00	8.00	\$488.00	8.00	\$488.00
110	Steel Edging	100	LFT	\$ 18.00	73.00	\$1,314.00	73.00	\$1,314.00
111	Planting Soil Mixture	44	CY	\$ 35.00	16.09	\$563.15	16.09	\$563.15
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	0.75	\$21,000.00	1.00	\$28,000.00
114	Channelizing Device, 42" Furn	10	EACH	\$ 22.00	0.00	\$0.00	10.00	\$220.00
115	Channelizing Device, 42" Oper.	10	EACH	\$ 0.01	0.00	\$0.00	10.00	\$0.10
116	Barricade, Type III, High Intensity, Furn	10	EACH	\$ 93.50	0.00	\$0.00	10.00	\$935.00
117	Barricade, Type III, High Intensity, Oper.	10	EACH	\$ 0.01	0.00	\$0.00	10.00	\$0.10
118	Sign, Type B, Temp, Prismatic, Furn	46	SFT	\$ 7.20	0.00	\$0.00	46.00	\$334.20
119	Sign, Type B, Temp, Prismatic, Oper.	46	SFT	\$ 0.01	0.00	\$0.00	46.00	\$0.46
120	Pedestrian Type II Barricade, Temp	2	EACH	\$ 192.50	0.00	\$0.00	2.00	\$385.00
121	Pedestrian Type II Channelizer, Temp	50	LFT	\$ 33.00	0.00	\$0.00	50.00	\$1,650.00
122	Minor Traffic Devices	1	LSUM	\$ 2,000.00	0.00	\$0.00	1.00	\$2,000.00

\$141,302.46

\$185,023.88

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.:
PERIOD ENDING:
PAGE: 2 of 2

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

Earnings This Period:	\$290,016.09
Total Earnings to Date:	\$395,156.71
Less Retainage:	\$19,757.84
Net Earned:	\$375,398.87
Deductions:	\$0.00
Balance:	\$375,398.87
Payments to Date:	\$104,089.21

Amount Due: \$271,309.66

Accepted By: _____
Warren Contractors & Development, Inc.

Date: _____

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

Date: _____



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA #

SUBJECT: Request authorization to bid the 2020 Sewer Lining Project, M-703.

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

SUMMARY: Plans and specifications are complete for the 2020 Sewer Lining Project, M-703. This project will line sewers that need repairs that have been found through our cleaning and television program throughout the City.

FINANCIAL STATEMENT: There is \$500,000 budgeted in the 2019-20 budget for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2020 Sewer Lining Project, M-703 be approved. Funding is available in the Water and Sewer Fund No. 592-18-550-970.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

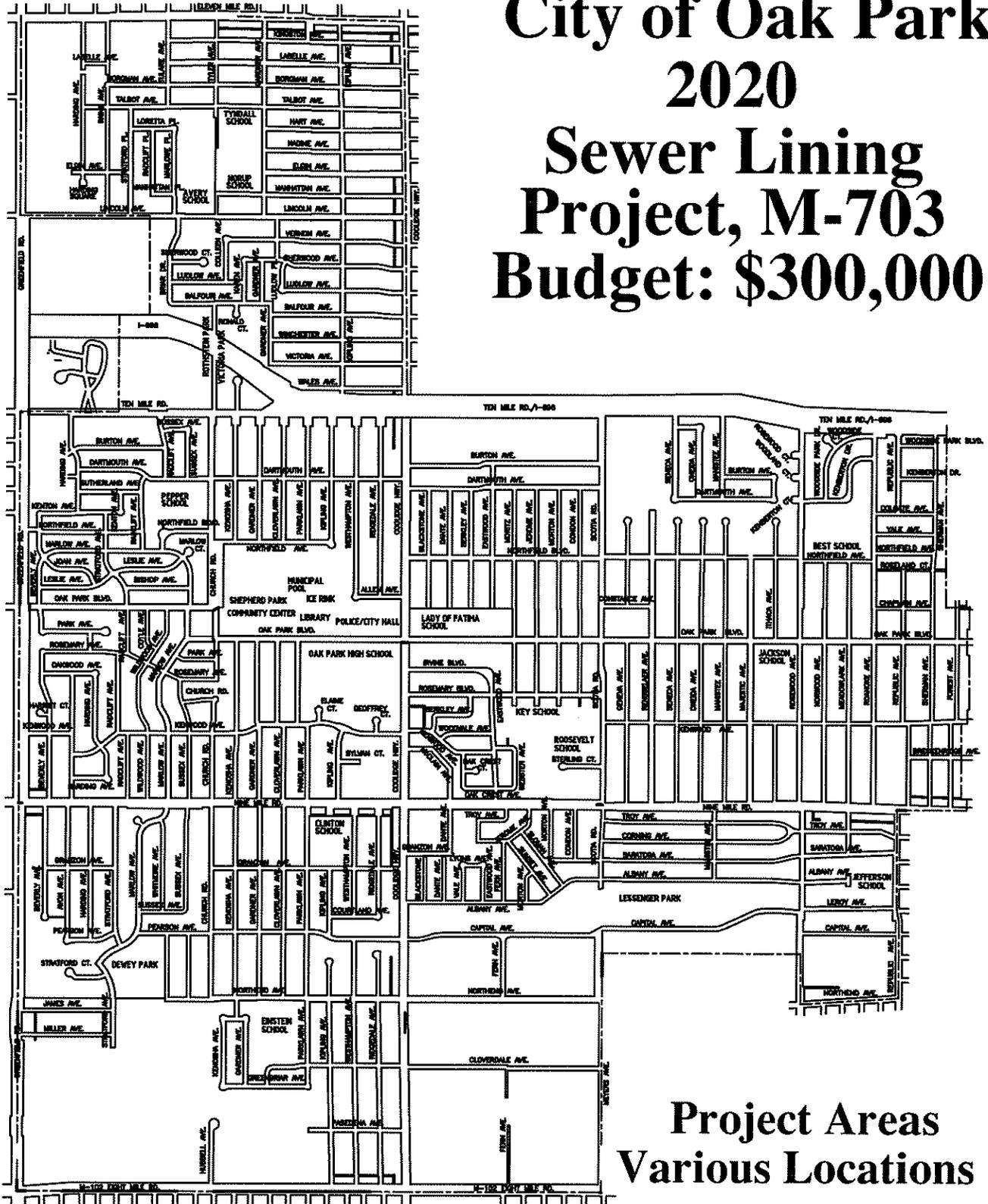
Finance Director: *[Signature]*

City Attorney: N/A

Budgeted:

EXHIBITS: Map

City of Oak Park 2020 Sewer Lining Project, M-703 Budget: \$300,000



Project Areas
Various Locations



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA #

SUBJECT: Public Hearing for allocation of 2020 CDBG Funds.

DEPARTMENT: Technical and Planning Services

SUMMARY: The City of Oak Park is expected to receive \$128,952 in Community Development Block Grant Funds (CDBG) for the 2020 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community holds a Public Hearing to solicit public comment as to how the funds should be allocated.

FINANCIAL STATEMENT: No funds required at this time.

RECOMMENDED ACTION: It is recommended that City Council conduct a public hearing to receive comment on the allocation of the 2020 Community Development Block Grant Funds. It is also recommended that City Council pass a resolution approving the recommended allocation of funds and authorize the Mayor to sign the application and Sub-recipient Agreement on behalf of the City. The proposed allocation is:

Code Enforcement	\$98,952
Public Services (Yard Services)	\$30,000
Total	\$128,952

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

Budgeted:

EXHIBITS: CDBG Resolution

RESOLUTION (CM-XXXXX) APPROVING THE 2020
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and
WHEREAS, Oakland County has requested CDBG eligible projects from participating communities for inclusion in the Action Plan; and
WHEREAS, the City of Oak Park is a participating local unit of government in the Oakland County Community Development Block Grant Program; and
WHEREAS, the City Of Oak Park has duly advertised and conducted a public hearing on November 18, 2020 for the purposes of receiving comments regarding the proposed use of Program Year 2020 Community Development Block Grant funds in the approximate amount of \$128,952; and
WHEREAS, the public hearing conformed to the guidelines of the Oakland County Community Development Division; and
WHEREAS, The City of Oak Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

Account Number	Project Name	Amount
172170-730310	Code Enforcement	\$98,952.00
172160-732170	Public Service/Yard Services	\$30,000.00

NOW THEREFORE, BE IT RESOLVED, that the City of Oak Park CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on November 18, 2019 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 525532

November 7, 2019

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2019

\$1,740.00

Fee Total

Costs Advanced:

Date	Description	Amount
10/03/19	Travel to/from Troy, Michigan for defense counsel meeting 60 @ 0.58	34.80
10/11/19	Reproduction Charges 31 @ 0.15	4.65
	Total Costs Advanced	\$39.45

Total Fees and Disbursements: \$1,779.45

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 525533

November 7, 2019

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2019

\$12,083.34

Fee Total

Costs Advanced:

Date	Description	Amount
10/09/19	Reproduction Charges 2 @ 0.15	0.30
10/14/19	Reproduction Charges 35 @ 0.15	5.25
10/15/19	Reproduction Charges 35 @ 0.15	5.25
10/22/19	Fee to Attorney Conference for Attend conference call with finance and community development staff relative to Brownfield tax capture error	8.07
10/23/19	Reproduction Charges 144 @ 0.15	21.60
10/30/19	Reproduction Charges 2 @ 0.15	0.30
	Total Costs Advanced	\$40.77

Total Fees and Disbursements: \$12,124.11

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 525534

November 7, 2019

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

Re: Aaron G. Pergament v City of Oak Park

*Client 7406
Matter 41*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2019

\$30.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$30.00

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



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

AGENDA #

SUBJECT: First reading of a proposed Zoning Ordinance text amendment to amend Article II, Definitions and Article XVIII, Signs.

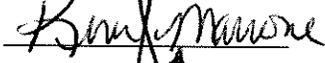
DEPARTMENT: Economic Development & Communications, Planning Division.

SUMMARY: At the November 12, 2019 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendment would amend Article II, Definitions and Article XVIII, Signs. At that meeting the Planning Commission voted to recommend to the City Council adoption of the text amendment.

RECOMMENDED ACTION: The City Council conduct the first reading of the proposed text amendment to the City of Oak Park Zoning Ordinance, Article II, Definitions, and Article XVIII, Signs.

APPROVALS:

City Manager: 

Director: 

Finance Director: 

Budgeted: *N/A*

EXHIBITS: Proposed ordinance for adoption.

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE II, DEFINITIONS, SECTION 204, ARTICLE XVIII, SIGNS, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article XVIII, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to replace Article XVIII with the following:

Article XVIII. – Signs

Sec. 1800. – Findings and Purpose.

- A. The purpose of this Article is to permit and regulate signs within the City so as to protect public safety, health and welfare; minimize abundance and size of signs to reduce visual clutter, motorist distraction, and loss of sight distance; promote public convenience; preserve property values; support and complement land use objectives as set forth in the City of Oak Park Master Plan and Zoning Ordinance; and enhance the aesthetic appearance and quality of life within the City. The standards contained herein are intended to be content neutral. This Article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this Article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this article which can be given effect without the invalid provision.
- B. It is hereby determined that proliferation of signs in the City is unduly distracting to motorists and pedestrians, creates a traffic hazard, and reduces the effectiveness of signs needed to direct and warn the public. Too many signs can overwhelm the senses, impair sightlines and vistas, create feelings of anxiety and dismay, affect the tranquility of residential areas, impair aesthetics and degrade the quality of a community.
- C. It is also determined that the appearance of the City is marred by proliferation of signs.

- D. It is also determined that proliferation of signs negatively affects property values. This Ordinance promotes safe, well-maintained, vibrant and attractive residential and business neighborhoods while accommodating the need for signs to function for the purposes for which they are intended.
- E. It is also determined that the individual user's rights to convey a message must be balanced against the public's right to be free of signs which unreasonably compete with one another, distract drivers and pedestrians, and create safety concerns and confusion. This Ordinance is intended to balance the individual user's desire to attract attention with the citizens' right to be free of unreasonable distractions.
- F. It is also determined that proliferation of signs results in an inappropriate use of land. The purpose of this Ordinance is to control the occurrence and size of signs in order to reduce the aforementioned negative effects.
- G. It is further determined that off-premise signs are unduly distracting to motorists and residents because of the periodic changing of the message on such signs and because such signs are generally larger and are predominantly located along busy highways where several businesses are located in close proximity to each other, thereby posing a greater risk to the City's interest in traffic safety and aesthetics. Additionally, off-premises signs can also deter the redevelopment of a parcel or limit the redevelopment potential of a site due to extended lease periods for off-premises signs.
- H. It is further determined a proliferation of off-premise signs creates confusion and the perception of visual clutter in conflict with one of the goals and themes of this ordinance.
- I. These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the City to:
1. Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.
 2. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.

3. Reduce visual pollution and physical obstructions caused by a proliferation of signs which would diminish the City's image, property values and quality of life.
4. Assist the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs.
5. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
6. Prevent off-premise signs from conflicting with other allowed land uses.
7. Maintain and improve the image of the City by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings. This includes preventing light trespass onto adjacent properties.
8. Prohibit portable signs in recognition of their significant negative impact on traffic safety and aesthetics.
9. Preserve and enhance the image of the City.

Sec. 1801. – Sign definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning.

Animated Sign: A sign which uses lights, moving parts, or other means to depict movement, motion, action, the impression or appearance thereof, or create an image of a living creature or person.

Awning Sign: A non-rigid fabric marquee or awning-type structure, which is attached to the building by supporting framework.

Blade Sign: A sign which is oriented perpendicular to the building facade and which is suspended under a bracket, armature, or other mounting device.

Business Center: A grouping of two (2) or more business establishments on one (1) or more parcels of property which may share parking and access and are linked

architecturally or otherwise present the appearance of a unified grouping of businesses. A business center shall be considered one (1) use for the purposes of determining the maximum number of freestanding signs. An automobile or vehicle dealership shall be considered a business center regardless of the number or type of models or makes available, however, used vehicle sales shall be considered a separate use in determining the maximum number of signs, provided that the used vehicle sales section of the lot includes at least twenty-five percent (25%) of the available sales area.

Canopy Sign: A structure other than an awning affixed to a building and carried by a frame which is supported by the ground.

Device Sign: Permanent signs on vending machines, gas pumps, ice containers and similar items indicating only the contents of such devices.

Directional Sign: A sign which assists motorists in determining or confirming a correct route such as, enter, exit and parking signs.

Electronic messaging sign: A sign, or portion thereof, that displays electronic, static images, static graphics or static pictures, with or without textual information. Such a sign can be changed or altered by electronic means on a fixed display screen composed of a series of lights including light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area where the message is displayed. Electronic messaging signs include computer programmable microprocessor controlled electronic or digital displays, and shall not include animated images or graphics, audio components, scrolling messages, or video moving images similar to television images.

Entranceway Sign: A sign which marks the entrance to an apartment complex, condominium development, senior housing complexes, manufactured housing communities, office and industrial parks and similar uses.

Flashing Sign: A sign which contains an intermittent or sequential flashing light source including color and intensity.

Freestanding Sign: A sign supported by one or more uprights, poles or braces placed in the ground surface and not attached to any building or other structure. Freestanding signs may include monument, pylon, and pole-type signs.

Government Sign: A government sign is a sign that is constructed, placed or maintained by the federal, state or local government or a sign that is required to be constructed, placed or maintained by the federal, state or local government either directly or to enforce a property owner's rights.

Human sign: A sign held by or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service or product. This can also include a person dressed in costume for the purpose of advertising or drawing attention to an individual, business, commodity, service or product.

Illegal Sign: A sign which does not meet the requirements of this Article and does not have legal non-conforming status.

Incidental Sign: A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on credit cards and business affiliations.

Mansard: A sloped roof or roof-like facade. Signs mounted on the face of a mansard roof shall be considered wall signs.

Marquee: A permanent roof-like structure or canopy, supported by and extending from the face of the building.

Memorial Sign or Tablet: A sign having the name of the building and/or the date of erection and cut, cast or engraved into a masonry or metal surface and made an integral part of the structure.

Moving Sign: A sign, in which the sign itself or any portion of the sign moves or revolves. "Rotating signs" and "feather signs" are types of moving signs. This definition does not include "electronic message or animated signs."

Mural (art): is a design or representation which does not contain promotional or commercial advertising painted or drawn on a wall.

Mural (limited reference art mural): is an original, one-of-a-kind unique design or representation which contains limited references to the establishment, product, or service provided on the site which is painted or drawn on a wall on that site.

Nameplate: A non-electric, on premise identification sign.

Non-conforming Sign: A sign that does not comply with the size, placement, construction or other standards or regulations of this Article, but were lawfully established prior to its adoption. Signs for which the Zoning Board of Appeals has granted a variance are exempt and shall not be defined as non- conforming.

Obsolete Sign: A sign for a business or use that has closed.

Off-Premise Sign: A sign which identifies a use, directs travelers, provides a message or advertises products and services not available on the site or parcel on which the sign is located.

Portable Sign: A sign designed to be moved from place to place, whether or not it is permanently attached to the ground or structure. This includes hot-air and gas-filled balloons, pennants, streamers, festoons, ribbons, tinsel, pinwheels, non-government flags, and searchlights and signs mounted on a portable structure including those with wheels.

Regulatory Sign: A sign installed by a public agency to direct traffic flow, regulate traffic operations and provide information in conformance with the Michigan Manual of Uniform Traffic Control Devices.

Roof Sign: Any sign that extends above the roofline or is erected over the surface of the roof.

Sandwich Board Sign: Also known as a poster panel or "A" frame sign. A moveable nonpermanent sign placed within the pedestrian public right-of-way of a public sidewalk during regular business hours consisting of an "A" frame or "inverted T" frame or other temporary style, with not more than two flat surfaces containing messages, and not permanently affixed to any structure or to the sidewalk itself.

Sign: Any device, structure, fixture, figure, symbol, banner, pennant, flag, balloon, logo, or placard consisting of written copy, symbols, logos and/or graphics, designed for the purpose of conveying, bringing attention to, identifying or advertising an establishment, product, goods, services, or other message to the general public. Unless otherwise indicated, the definition of "sign" includes interior and exterior signs which are visible from any public street, sidewalk, alley, park, or public property, but not signs which are primarily visible to and directed at persons within the premises upon which the sign is located.

Snipe Sign: A snipe sign is a sign made on any material and attached to any object and having no application to the premises where located.

Temporary Sign: A sign not constructed or intended for long-term or permanent use. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the City to be displayed for a limited time.

Vehicle Sign: Signs affixed to a parked vehicle or truck trailer which is being used principally for displaying a message, rather than for transportation purposes.

Wall Sign: A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs on the face of a mansard roof, awning or canopy shall be considered wall signs. Permanent signs which are not affixed directly to a window or

are positioned next to a window so that they are visible from the outside shall also be considered wall signs.

Window display: Shall include any window area designated to permit customers outside the building to view merchandise inside a store or that displays store merchandise in a specially designed area immediately inside the window glass, whether or not the rest of the store interior is visible. Window displays are not considered signs.

Window Graphics: A type of window sign that is attached to a window and does not block visibility from inside the window but displays an image outside the window.

Window Sign: A sign located in or on a window which is intended to be viewed from the outside. Permanent window signs which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside shall be considered wall signs.

Sec. 1802. - Sign permit required.

Except as expressly provided in Section 1805, it shall be unlawful for any person to erect, alter, relocate, construct, display, install, change or cause to be constructed, displayed, installed, or changed, any sign or other structure designed to display a message within the city without first obtaining a sign permit from the city and payment of a fee provided for in this section.

Sec. 1803. - Permits and Application Procedure.

A. Application. Applications for permits to erect, construct, maintain, use, display, alter, convert, repair a sign shall be made upon forms provided for by the City. The applicant must provide sufficient information to determine if the proposed sign is allowed under this code and other applicable laws, regulations and ordinances. An application shall contain or have attached thereto the following information:

1. Name and telephone number of the applicant, property owner(s), and if applicable, the tenant(s) and occupant(s);
 2. Location of building, structure, or lot to which the sign is to be attached or erected;
 3. Three (3) drawings of the plans and specifications and method of construction and attachment to the building or in the ground;
 4. Name and address of the person erecting the structure and any applicable licenses;
 5. Any electrical permit required and issued for such sign;
 6. Such other information as the Building Official, or his or her designee, may require showing full compliance with this and all other applicable laws of the City and the State.
- B. Fees. A non-refundable application, permit, review and inspection fee shall be paid to the City for each permit and each temporary permit required by this Article as shall be set by resolution of the council from time to time.
- C. Timing. The Building Official or designee shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within 21 days after receipt. If the application is rejected, the Building Official shall provide a list of the reasons for the rejection in writing.

Sec. 1804. - Applicability of state construction code.

- A. Except as otherwise indicated in this Article, the regulations of the state construction code as adopted by the city shall apply to signs. Where the provisions of this Article are more restrictive in respect to location, setback, use, size or height of signs, the limitations of this Article shall take precedence over the regulations of the state construction code.

Sec. 1805. – Exemptions to permitting.

- A. The following signs shall not require a permit provided such signs are outside of the public street right-of-way, are located to ensure adequate sight distance, and meet the requirements of Section 1805 of this ordinance:
1. Address signs. In all single-family zoning districts, such sign shall not exceed two (2) square feet in area. In all other zoning districts, such signs shall not exceed six (6) square feet in area.
 2. Signs erected, maintained or otherwise posted, owned or leased by the federal government, State of Michigan or the City of Oak Park.
 3. Construction signs meeting the size requirements for Temporary Signs under Section 1806 c.
 4. Directory signs. A building with business occupants on the upper floors or the interior space on the first floor of a building may have a directory sign plaque not to exceed ten (10) square feet in area at the street entryway.
 5. Essential service signs denoting utility lines, hazards and precautions or other similar information.
 6. Flags:
 - a. Not to exceed three (3) per business premise; and
 - b. Not to exceed four (4) feet by six (6) feet.
- B. Historic markers.
- C. Incidental and device signs shall not exceed a total of two (2) square feet, a total of two (2) signs per business indicating acceptance of credit cards, the location of public telephones, restrooms, restrictions on smoking and restrictions on building entrances or describing business affiliations and are attached to a permitted sign, exterior wall, building entrance, or window.
- D. Interior signs, including any sign which is located completely within an enclosed building, and which is not visible from outside the building or which is primarily directed at persons within the premises upon which the sign is located.
- E. Memorial signs or tablets not exceeding four (4) square feet in area, having the name of the building and/or the date of erection and cut, cast or engraved into a masonry or metal surface and made an integral part of the structure.
- F. Nameplates.
- G. Real estate signs and real estate open house signs meeting the requirements of Section 1806 (b).

- H. Real estate development signs meeting the requirements of Section 1806 (b), conditioned upon removal when the building or development is completed.
- I. Regulatory signs including traffic control and street identification signs.
- J. Vehicle signs.
- K. Warning signs that are publicly authorized, such as no trespassing, warning of electrical currents or animals provided such signs do not exceed two (2) square feet in area.

Sec. 1806. – General standards for permitted signs.

A. Sign Setbacks.

1. All signs, unless otherwise provided for in this Article, shall be set back a minimum of five (5) feet from any public or private street right-of-way line, access drive, in all zoning districts. This distance shall be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the ground to the right-of-way, access drive, or sidewalk.
2. All nonresidential signs shall be set back at least one hundred (100) feet from any Residential District.

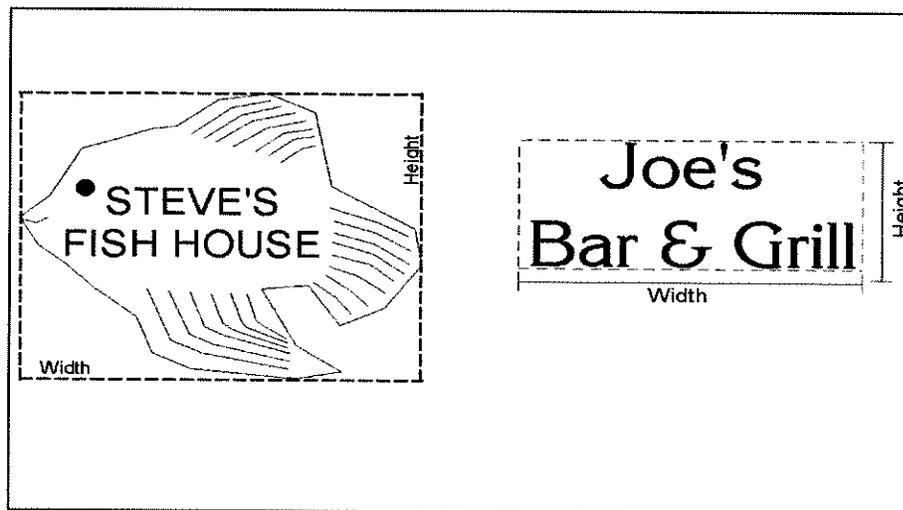
B. Design and Construction. Signs, as permitted in the various zoning districts, shall be designed to be compatible with the character of building materials and landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein.

C. Illumination.

1. Signs may be illuminated, but only by steady, stationary, shielded light sources directed solely at the sign or internal to it.
2. Use of glaring undiffused lights, including bare bulbs, neon, or flames, is prohibited.
3. Lighting shall be shielded and/or pointed downward so as not to project onto adjoining properties or thoroughfares.

D. Maintenance and Construction. Every sign shall always be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition. All signs shall be kept neatly painted, stained, sealed or preserved including all metal, wood or other materials used for parts and supports.

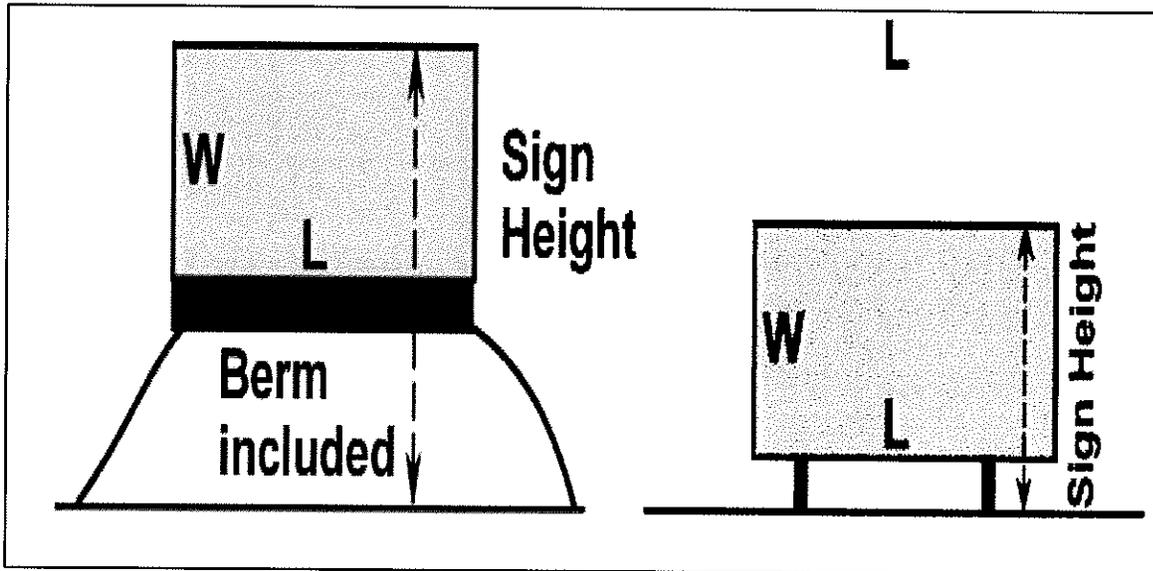
- E. All signs, including any cables, guy wires, or supports shall have a minimum clearance of four (4) feet from any electric fixture, street light, or other public utility pole or standard.
- F. Sign Area. Measurement of allowable sign area is as follows:
1. The allowable area for signs shall be measured by calculating the square footage of the sign face and any frame or base of other material or color forming an integral part of the display or used to differentiate it from the background against which it is placed as measured by enclosing the most protruding points or edges of a sign within a parallelogram or rectangle.
 2. When a sign has two (2) or more faces, the area of all faces shall be included in calculating the area of the sign except that where two (2) such faces are placed back to back, only larger face shall be considered, provided that both faces are part of the same structure and are separated by no more than two (2) feet.



3. For purposes of calculating sign area allowed as a wall sign, the wall sign square footage shall be determined by measuring a parallelogram (box) which includes the portion of the awning or canopy which contains a message, symbol and/or logo.
4. When a sign consists solely of lettering or other sign elements printed, painted or mounted on a wall of a building without any distinguishing border, panel or background, the calculation for sign area shall be measured by enclosing the most protruding edges of the sign elements within a parallelogram or rectangle.

G. Sign Height.

1. The permitted height of all signs supported by the ground shall be measured from the average ground level within two feet of the base of the sign.
2. Sign height shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g. the height of signs erected on a berm shall be measured from the average ground level within two feet of the base of the sign).



H. Replacement signs. When a sign is to be replaced, it shall thereafter conform to all requirements of this zoning ordinance. This shall not prevent the lawful continuance of nonconforming signs that were legally established prior to the current requirements of the zoning ordinance. The following provisions shall apply to replacement of panels and signs intended to update nonconforming signs:

1. The owner of a nonconforming sign may replace a panel or face of the sign in order to update the nonconforming sign or identify a new tenant or occupant from the same use category provided the sign is not enlarged or otherwise made more nonconforming. Approval of replacement panels may be granted by the building official.
2. The replacement of a nonconforming sign or signs with a sign that conforms to the current requirements of the zoning ordinance may be approved by the building official.

Sec. 1807. - Specific sign standards.

A. The number, display area, and height of signs within the various zoning districts are provided in the Sign Dimensional Standards and Regulations Table and its accompanying footnotes. Additional standards for specific types of signs are given below.

Sign Dimensional Standards and Regulations							
	WALL, CANOPY, OR AWNING		FREESTANDING SIGN			TEMPORARY SIGNS (c)	
DISTRICT	Number	Maximum Size Per Sign	Number	Maximum Size Per Sign	Maximum Height	Maximum Size Per Sign	Maximum Height
R-1, R-2	1	15% of front façade, a maximum of 120 s.f. for all uses other than single family residential units, duplexes, and attached condominiums	1	Maximum of 30 s.f. for all uses other than single family residential units, duplexes, and attached condominiums.	6 Feet	Maximum of 30 s.f. for all uses other than single family residential units, duplexes, and attached condominiums.	Freestanding Sign Maximum Height is 6 feet
RM-1, RM-2, PMF	1	15% of front façade, a maximum of 120 s.f.	1	30 s.f.	6 feet	30 s.f.	Freestanding Sign Maximum Height is 6 feet
B-1, B-2, LI, O, PTRED, PCD, PUD, MX-1	1 per business (1)	15% of front façade, a maximum of 120 s.f. (2)	1 sign (3)	30 square feet for businesses fronting roadway of 35 m.p.h. or less (2), (4), (5)	6 feet (4)	30 s.f.	Freestanding Sign Maximum Height is 6 feet

Footnotes to the Sign Dimensional Standards and Regulations Table:

- (1) Businesses located on a corner lot shall be allowed up to one additional wall sign on the second front façade with an area not to exceed 30 square feet.
- (2) Businesses fronting roadways in excess of 35 m.p.h., the maximum allowable size is increased to 40 square feet.

(3) For a commercial structure containing one (1) use or business establishment the size of the wall sign may be increased up to the maximum square footage as follows:

TABLE OF MAXIMUM ALLOWABLE WALL SIGN AREA, IN SQUARE FEET*			
Allowed in B-1, B-2, PTRED, PCD, PUD, O, L1, MX-1			
	Store Size In Square Feet		
Building Front Setback	Less than 10,000	10,001 to 50,000	Over 50,001
Over 200 feet	180	240	300
101—200 feet	150	180	240
0—100 feet	120	120	180
* In no instance shall the above table cause any wall sign to exceed 15 percent of the building front wall surface area.			

(4) Freestanding Signs in Business Centers:

Business centers with frontage along 2 or more rights-of-way	1 sign up to the maximum sign face area shall be allowed along 2 frontages
--------------------------------------------------------------	----------------------------------------------------------------------------

(5) For business centers freestanding signs shall be permitted in accordance with the follow table:

TABLE OF MAXIMUM ALLOWABLE FREESTANDING SIGN AREA PER BUSINESS CENTER	Less than 10,000 square feet	10,001 to 50,000 square feet	Over 50,001 square feet
Maximum Height	15 Feet	22 Feet	24 Feet
Maximum Size	40 Square Feet	150 Square Feet	200 Square Feet

B. Temporary Signs

1. All temporary signs must comply with the sign size and height standards as specified in the Sign Dimensional Standards and Regulations Table.
2. Location of temporary signs shall comply with the following:

- i. Temporary signs shall not be attached to any utility pole, tree, fence, or be located within any public right-of-way.
 - ii. Temporary signs shall not be erected in such a manner than they will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic.
 - iii. Temporary signs cannot be placed or constructed to create a hazard of any kind.
 - iv. Temporary signs may not be posted on private property without first obtaining the permission of the property owner.
 - v. Signs shall not be located within any clear vision triangle, as described in Section 1701.
 - vi. Each temporary commercial sign requires a permit. Not more than two temporary commercial sign permits may be issued to a business in a calendar year. Each temporary commercial sign permit is valid for no more than 60 days.
 - vii. Notwithstanding any other provision of this article, each parcel of property shall be allowed, without a permit, temporary non-commercial signage, not to exceed four signs at any one time, for a period not to exceed ninety days per calendar year.
- C. Window Signs. Window signs shall be permitted not to exceed 25% of the window area of the façade, including window graphics
- D. No wall sign shall extend above the roof or parapet of the structure to which it is attached.

Sec. 1808. - Additional sign standards.

- A. Directional Signs. No more than one (1) directional sign shall be permitted for each approved driveway, with a maximum sign area of four (4) square feet per sign, and a maximum height of four (4) feet. Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable wall or freestanding sign square footage, as specified in the Sign Dimensional Standards and Regulations Table.

- B. Awning and Canopy Signs. Awnings and canopy signs may be used as an alternative to wall signs listed in the Sign Dimensional Standards and Regulations Table, if they meet the following standards:
1. Any sign area on awnings and canopy signs shall be included in calculations of maximum wall sign square footage.
 2. Awnings and canopy signs in the B-1, Central Business District shall be set back at least two (2) feet from any street curb line, shall not extend more than six (6) feet over the public right-of-way, and shall leave a minimum clearance of eight (8) feet above the ground.
 3. Awning and canopy signs, other than those in the B-1 District, shall have a minimum ground clearance of ten (10) feet, shall be set back at least six (6) feet from any public right-of-way, nor project over an alley or private access lane. A sign shall not extend for more than two (2) feet from the building to which it is attached.
 4. No awning or canopy sign shall extend above the roof or parapet of the structure to which it is attached.
 5. Wood posts or supporting arms shall not be used in conjunction with any awning or canopy sign, unless it is decorative in nature and part of the character of the sign.
 6. Canopy signs shall not be internally illuminated and must be blackened out on the underside.
- C. Blade sign: One non-illuminated blade sign oriented perpendicular to the building, no greater than four (4) square feet in size, extending no more than four (4) feet from the façade of the building and no lower than eight (8) feet above ground level. Blade signs shall be placed below the roofline of a single-story building or below the second floor of a multi-story building.
- D. Entranceway signs. One (1) permanent sign per vehicular entrance identifying uses such as subdivisions, apartment complexes, condominium communities, senior housing complexes, manufactured housing communities, office and industrial parks and similar uses, provided that the sign is set back a minimum of fifteen (15) feet from any property line or public right-of-way is permitted.
- E. Electronic messaging signs. Electronic messaging signs shall meet the following standards:

1. An electronic messaging sign shall be permitted only as a portion of a freestanding sign. Electronic messaging signs are prohibited as wall, window and temporary signs.
 2. The area of the electronic messaging display shall not exceed 20 square feet of the total sign face of a freestanding sign.
 3. Messages on electronic messaging signs shall be displayed for a minimum of eight (8) seconds before changing.
 4. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance except when the electronic message or display is changed to another message or display. When an electronic message changes, the prior message shall disappear simultaneously with the appearance of the new message. Electronic displays with white backgrounds are prohibited.
 5. An electronic messaging sign shall be equipped with an automatic dimmer control capable of providing a distinct illumination change from a higher illumination level to a lower illumination level. The illumination level of the sign shall be reduced during the time period from one-half hour before sunset to one-half hour after sunrise.
 6. Audio speakers are not permitted on any electronic messaging sign.
 7. A malfunctioning electronic messaging sign shall be turned off or shall display a blank screen until repaired.
 8. No electronic messaging sign shall be allowed within 100 feet of a residential zone from which it is visible. An electronic messaging sign which is visible from a residential district may operate only between the hours of 6:00 a.m. and 10:00 p.m.
- F. Sandwich Board Signs. Sandwich board or portable A-frame signs are permitted in the B-1, B- 2, PCD and MX-1 Districts at the customer building entrances to businesses subject to the following requirements:
1. One (1) sign per customer entrance shall be permitted regardless of the number of tenants on the premises.
 2. The sign is permitted only during operating business hours and must be stored inside when the establishment is not open to the general public.

3. Each sign shall not exceed an overall height of forty-two (42) inches and an overall width of twenty-four (24) inches.
4. The sign must be located adjacent to the building; no more than ten (10) feet from the customer entrance to the business, be a minimum of two (2) feet from the edge of the curb, and be located so that at least a five (5) foot wide sidewalk is maintained.
5. No sign shall be located in such a manner as to interfere with vehicular or pedestrian traffic flow or visibility.
6. All signs must be constructed of weather-proof, durable material and kept in good repair.
7. The sign shall not be illuminated in any manner.
8. Sandwich board signs within the public right-of-way may be moved/removed by the city for municipal purposes (i.e. code enforcement, snow removal, traffic issues, maintenance, etc.)

Sec.1809. – Prohibited signs.

A. The following signs are prohibited in all districts:

1. Signs which obstruct free access or egress from any building, including those that obstruct any fire escape, required exit way, window, or door opening or that prevent free access to the roof by firefighters.
2. Any sign within the Clear Vision Area as specified in Section 1701.
3. Moving Signs.
4. Animated signs.
5. Pennants, strings of flags, spinners, streamers, balloons, and inflatable signs.
6. Human signs.
7. Signs which in any way simulate or could be confused with the lighting of emergency vehicles or traffic signals; there shall be no flashing, oscillating or intermittent, or red, yellow, or green illumination on any sign located in the same line of vision as a traffic control system, nor interference with vision clearance along any highway, street, or road or at any intersection of two (2) or more streets.

8. Signs which obstruct or impair the vision of motorists or non-motorized travelers on any roadway or at any intersection, driveway, within a parking lot or loading area.
9. Snipe signs, including non-regulatory signs placed in any public right-of-way, as well as those attached to a utility pole, affixed to a tree, street furniture, fences, or waste receptacle.
10. Roof signs.
11. Portable signs.
12. Obsolete signs and any sign or sign structure which is structurally or electrically unsafe.
13. Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment.
14. Is not kept in good repair, such that it has broken parts, missing letters, or non-operational lights.
15. Flashing Signs which incorporate in any manner or are illuminated by any flashing or moving lights.
16. Any sign which makes use of the words "Stop", "Look", or "Danger", or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead, or confuse traffic.
17. Exterior string lights used in connection with a commercial premise, other than holiday decorations associated with a nationally recognized holiday.
18. Any sign not expressly permitted.

Sec. 1810. - Non-conforming signs.

- A. It is the intent of this Article to bring about, in an expeditious and timely manner, the eventual elimination of signs and their supporting structures that are not in conformity with the provisions of this Article. Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this Article, but were lawfully established prior to its adoption. Signs for which the Zoning Board of Appeals has granted a variance are exempt and shall not be defined as nonconforming. The following provisions apply to nonconforming signs, including the replacement of nonconforming signs with less nonconforming signs to encourage a quicker upgrade. A nonconforming sign may

be continued and shall be maintained in good condition as described elsewhere in this Article, however, the following alterations are regulated:

1. A nonconforming sign shall not be structurally altered so as to prolong the life of the sign or to change the shape, size, type or design of the sign unless the change shall make the sign conforming.
2. A nonconforming sign shall not be replaced by another nonconforming sign.
3. A nonconforming sign shall not be re-established after damage or destruction if the estimated expense of reconstruction exceeds fifty percent (50%) percent of the appraised replacement cost as determined by the Building Official or if fifty percent (50%) or more of the face of the sign is damaged or destroyed.
4. A nonconforming sign shall not be re-established after the activity, business or usage to which it relates has been discontinued for a period of 90 days or longer as defined in Section 1810, Dangerous, Unsafe, Abandoned, and Illegally Erected Signs.

Sec. 1811. – Dangerous, unsafe, abandoned, and illegally erected signs.

- A. Dangerous Signs. Any sign constituting an immediate hazard to health or safety shall be deemed a nuisance per se and may be immediately removed by the City without notice and the cost thereof charged against the owner of the property on which it was installed.
- B. Unsafe Signs. Any sign that becomes insecure, in danger of falling, or otherwise unsafe but not considered an immediate danger by the Building Official to the health or safety of the public shall be removed or repaired within thirty (30) days after written notice from the City Building Official.
- C. Abandoned Signs. Permanent signs applicable to a business suspended by a change in ownership or management shall not be deemed abandoned unless the structure remains vacant for at least six (6) months. An abandoned sign shall be removed by the owner or lessee of the premises within ten (10) days after written notice from the City Building Official

- D. **Illegally Erected Signs:** Any sign erected or displayed illegally in violation of this Section shall be removed or made to comply with this Section within ten (10) days after written notice from the City Building Official.

Sec. – 1812. License and Insurance

Every person who engages in the business of erecting, altering or dismantling signs in the City shall first submit proof of appropriate licenses and a liability insurance policy that indemnifies the City and its prior, present and future officials, representatives and employees from all damage suits or actions of every nature brought or claimed against the erector for injuries or damages to persons or property sustained by any person or persons through any act of omission or negligence of said erector, his servants, agents or employees. Said policy shall contain a clause whereby it cannot be canceled or changed until after written notice has been filed with the City Building Department at least thirty (30) days prior to the date of cancellation. The Building Official shall issue a permit for the sign upon determining that the proposed sign meets the provisions, standards and regulations of this Division and any other applicable City Ordinance and after payment of the prescribed fees and deposit.

Sec. 1813. – Administration, enforcement, violations, and penalties.

- A. **Generally.** The regulations of this Article shall be administered and enforced by the building official.
- B. **Violations.** It shall be unlawful for any person to erect, construct, maintain, use, display, enlarge, alter, convert, repair, or move, any sign in the City, or cause or permit the same to be done, contrary to or in violation of any of the provisions, standards and regulations of this Article.

Each act of violation, and on each day upon which any such violation shall occur, shall constitute a separate offense.

- C. **Public Nuisance Per Se.** Any sign erected, constructed, maintained, used, displayed, enlarged, altered, converted, repaired, or moved in violation of any of the provisions, standards, and regulations of this Article, including the failure to

remove a sign when directed under the authority of this Article, is hereby declared to be a public nuisance per se, and may be abated by order of any court of competent jurisdiction,

D. Municipal Civil Infraction. Any person, firm or corporation determined to have violated or been in violation of the provisions, standards or regulations of this Article shall be responsible for a municipal civil infraction and subject to the penalties and provisions contained in the City's Code of Ordinances.

E. Other Relief.

1. In addition to the remedies otherwise provided for, the City may remove and dispose of an unlawful sign on public property.

2. In addition to ordering the defendant determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the Judge or Magistrate shall be authorized to issue any judgment, writ or order necessary to enforce or enjoin violation of this Article.

3. In addition to any remedies provided for by the Code of Ordinances, any equitable or other remedies available may be sought and granted.

Sec. 1814. – Variances.

A. Appeals. Appeal from the ruling of any officer, department, board or bureau of the City, including the Building Official, concerning the enforcement of the provisions, standards and regulations of this Article may be made by any aggrieved party within thirty (30) days of the ruling to the Zoning Board of Appeals, sitting as an administrative appeal board under this Article.

B. Variances. Apart from requests for variances for multi-tenant ground signs as contemplated in Section 470, which shall be considered by the Planning Commission, the Zoning Board of Appeals shall have the authority to grant variances from the requirements of this Article according to the criteria in Section 1814(c). In deciding on whether a practical difficulty exists, the Board may also consider the following for sign variance requests.

C. In determining whether a variance is appropriate, the Zoning Board of Appeals shall study the sign proposal, consider conformity with the provisions of this Article, including its purpose as set forth in Section 1800, and considering any

extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards.

- D. In granting a variance the Zoning Board of Appeals may attach such conditions regarding the location, character, and other features of the proposed sign as it may deem reasonable. In granting or denying a variance, the Zoning Board of Appeals shall state the grounds and findings upon which it justifies granting or denying the variance based on the following criteria.
- E. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as but not limited to removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
- F. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.

Sec. 1815. – Substitution clause.

Notwithstanding any provision, standard, or regulation in this Article to the contrary, a noncommercial message may be substituted, in whole or in part, for any commercial message on any sign permitted pursuant to this Article. If a noncommercial message is substituted, the sign must still comply with the provisions, standards, and regulations of this Article applicable to the original sign prior to any substitution. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or messages over noncommercial speech or messages.

Sec. 1816. – Severability clause.

If any provision, standard, or regulation of this Article, or the application thereof to any person or circumstance, shall be found invalid by a Court, such invalidity shall not affect the remaining portion or application, or validity of the remaining provisions, standards, or regulations of this Article as a whole, provided such remaining portions are not determined by the Court to be invalid. It is hereby declared to be the legislative intent that this Article would have been adopted, had such invalid provision not been included.

SECTION 2. Article II, Definitions, Section 204, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete the definition Signs.

SECTION 3. Conflicting Provisions Repealed

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

SECTION 4. Severability

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

SECTION 5. Effective Date

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

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

T. Edwin Norris, City Clerk

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

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:

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

**RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT
ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE
2020 VETERANS TREATMENT COURT GRANT PROGRAM**

CM-_____

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 18th day of November, 2019, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Court Administrative Office (SCAO) is providing a Michigan Veterans Treatment Court Grant to the 45th District Court in the amount of \$35,000.00 for year 2020; and

WHEREAS, the contract for the Grant Program commences on 10/1/2019 and terminates on 9/30/2020;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Veterans Treatment Court Grant Program FY 2020 Contract (#17805) and authorizes the City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

T. Edwin Norris
City Clerk

Dated: November 18, 2019

**Michigan Supreme Court
State Court Administrative Office
Michigan Veterans Treatment Court Grant Program
Fiscal Year 2020 Contract**

Grantee Name: 45th District Court — Veterans Treatment Court
Unique Identifier: U30022
Federal ID Number: 38-6004641
Contract Number: 17805
Grant Amount: \$35,000

1. Parties

1.01 This contract is between the State Court Administrative Office (SCAO) and the 45th District Court — Veterans Treatment Court (Grantee).

2. Amount and Grant Program

2.01 The SCAO will reimburse the Grantee up to **\$35,000** for the Grantee's expenses under this contract.

2.02 The grant funding is from the Michigan Veterans Treatment Court Grant Program.

3. Duration

3.01 This contract begins on October 1, 2019, and ends on September 30, 2020, at 11:59 p.m.

4. Terms

4.01 This contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment A),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on expenses, and
- E. Approved grant budget.

5. "Grantee's Agents" Defined

5.01 The Grantee may partner with other parties to assist with contract performance. In this contract, the term "Grantee's agents" will refer to the Grantee's employees, contractors, subcontractors, vendors, and subrecipients.

6. Relationship and Duties

- 6.01 The Grantee and Grantee's agents are not SCAO employees.
- 6.02 The Grantee and Grantee's agents are not eligible for any employer-employee benefits from the SCAO. This includes retirement benefits, pensions, insurance, fringe benefits, workers compensation, training, holiday pay, sick pay, vacation pay, and other benefits that can arise out of an employer-employee relationship.
- 6.03 The Grantee is responsible for workers compensation and other employee benefits for services performed under this contract.
- 6.04 The Grantee and Grantee's agents may not enter into contracts for the SCAO.
- 6.05 The Grantee will pay all taxes regarding activities under this contract.
- 6.06 Except for the grant amount, the SCAO and the Michigan Supreme Court have no financial obligation to the Grantee.
- 6.07 The Grantee agrees to comply with all of the contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. Reimbursement and Budget

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's expenses are eligible for reimbursement only after the Grantee has paid the expense.
- 7.03 The Grantee's expenses are eligible for reimbursement only if the Grantee incurred the expense during the time period that this contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this contract is effective.
- 7.04 The Grantee's expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.
- 7.05 The Grantee's expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options. Examples of potential other funding options include local court or county funding, federal funding, participant fees, and partnerships with nonprofit organizations. If the Grantee has other available funding options but relies on the grant funding under this contract first, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.
- 7.06 Reimbursements for travel expenses (such as mileage) may not exceed the lesser of the Grantee's travel rates or the State of Michigan travel rates.
- 7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.
- 7.08 The Grantee must request expense reimbursement four times per year (see Attachment A). The request to reimburse each expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of services provided, the date of the expense, the amount requested, and proof that the Grantee has paid the expense. The grant will not reimburse flat fees.
- 7.09 The SCAO will reimburse expenses upon their approval of all or part of the Grantee's reimbursement request.
- 7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. Religious Programming

8.01 The Grantee will not spend grant funds on a program that has a religious component. Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. Assignment

9.01 The Grantee may not assign any portion of this contract unless the SCAO agrees in writing.

10. Procurement Contracts and Subcontracts

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts and subcontracts if the SCAO requests them.

10.03 In any procurement contract or subcontract, the Grantee must include all terms from this contract.

11. Confidential Information

11.01 All medical and treatment information of participants served under this contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code. The Grantee is liable for the unauthorized use or disclosure of protected information. This includes data and information that the SCAO provides to the Grantee.
- B. The Grantee must include in any procurement contract and subcontract that the Grantee's agents must not share protected information. This includes data and information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing protected information. The policies and procedures must include that the Grantee restricts their employees' access to protected information.
- D. The Grantee must have a policy to report to the SCAO unauthorized use or disclosure of protected information.

11.03 During contract performance, the Grantee and Grantee's agents might learn information about the SCAO and the SCAO's activities. This information is confidential, and the Grantee and Grantee's agents may not disclose this information unless the SCAO agrees in writing. If law or court order requires disclosure, before the Grantee or any of the Grantee's agents disclose the information, the Grantee must notify the SCAO of the disclosure and the SCAO will have a reasonable opportunity to respond. The Grantee agrees to keep this information confidential after this contract ends.

12. Rights to Work Product, Inventions, and Improvements

12.01 All work product prepared by the Grantee or Grantee's agents belongs to the SCAO, and the SCAO can obtain original versions of the work product.

12.02 The SCAO has the exclusive right to copyright, patent, publish, and distribute all work products prepared by the Grantee or Grantee's agents.

12.03 The Grantee must disclose in writing to the SCAO all inventions and improvements developed by the Grantee or Grantee's agents. The Grantee's disclosure must include the features that are new or different. Any invention or improvement belongs to the SCAO.

12.04 The Grantee and Grantee's agents have not developed any inventions or improvements before entering into this contract.

13. Insurance

13.01 The Grantee must have insurance or an amount set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' activities under this contract.

14. Liability

14.01 The Grantee is responsible for liabilities and expenses that result from the Grantee's performance or nonperformance under this contract. This subsection does not waive governmental immunity.

14.02 The Grantee warrants that, before entering into this contract, it is not subject to any liabilities or expenses that could interfere with contract performance.

14.03 The SCAO is not responsible for liabilities and expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

15. Financial Records, Retention, and Inspection

15.01 The Grantee agrees that all expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that is separate from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the Michigan Supreme Court, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may audit and copy the Grantee's grant financial records.

16. Grant Reporting

- 16.01 The Grantee agrees to follow the grant reporting requirements in Attachment A.
- 16.02 If a report from Attachment A is 30 days late, the SCAO will send a notice to the Grantee that it has 15 days to submit the report.
- 16.03 The Grantee agrees to enter data into the Drug Court Case Management Information System for each person the Grantee has screened for or accepted into the program.

17. Suspension, Termination, and Reduction

- 17.01 Either party may suspend or terminate this contract without cause by notifying the other party in writing. The notice must include the effective date of the suspension or termination and be given at least 15 days before the effective date.
- 17.02 The SCAO may immediately suspend or terminate this contract if funding is unavailable.
- 17.03 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not certified.
- 17.04 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not making sufficient progress toward project goals.
- 17.05 The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- 17.06 The SCAO may immediately suspend or terminate this contract if any report from section 16 is at least 45 days late.
- 17.07 The SCAO may immediately suspend or terminate this contract if the Grantee or any of the Grantee's agents are charged with a criminal offense.
- 17.08 If the SCAO terminates this contract under 17.05, 17.06, or 17.07, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing that they have corrected the issues.
- 17.09 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this contract ends.

18. Compliance with Laws

- 18.01 The Grantee must comply with all federal, state, and local laws.

19. Michigan Law

- 19.01 Michigan law governs this contract.

20. Conflict of Interest

- 20.01 The Grantee has no personal or financial interest that conflicts with contract performance.

21. Debt to State of Michigan

- 21.01 The Grantee does not owe money to the State of Michigan or its agencies.

22. Contract Dispute

22.01 If the Grantee intends to sue the SCAO for breach of contract, the Grantee must notify the SCAO in writing within seven days of the alleged breach. The notice must include the contract terms that the Grantee alleges the SCAO breached and details about the alleged breach.

22.02 The SCAO and the Grantee agree that they will first attempt to resolve a dispute through mediation. The SCAO and the Grantee must mutually agree to a mediator.

22.03 If the SCAO and the Grantee cannot resolve a dispute through mediation, the parties agree that they may sue under this contract in any Michigan court except the following:

- A. Any court in the county where the Grantee is located;
- B. If the Grantee is a regional program, any court in the counties that are part of the regional program;
- C. Any court in the counties where the Grantee has accepted participants, including transfer cases; and
- D. Any court in the counties where the Grantee's court shares a district or circuit court.

23. Certification

23.01 Under Michigan law, the SCAO must certify the Grantee in order for the Grantee to begin or to continue to operate a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, or mental health court. If the Grantee is not certified, the Grantee may not perform any of the functions of that program type and is not eligible to receive grant funding under the law and under this contract.

24. Program Review and Certification Site Visit

24.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

25. Amendment

25.01 The parties may amend this contract only with a writing signed by both parties.

25.02 The Grantee may request to amend the grant budget and grant application in WebGrants. The SCAO must approve requests to amend the grant budget and grant application.

26. Contact Person

- 26.01 The Grantee's contact person is:
Heather Ruffles
45th District Court
13600 Oak Park Blvd
Oak Park, MI 48237
ruffles@45bdc.org
- 26.02 The SCAO's contact person is:
Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

27. Signature of Parties

- 27.01 This contract is not effective unless signed by both parties.

28. Grantee's Authorizing Official

28.01 The Grantee's "Authorizing Official" is the individual who signs this contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. *The Authorizing Official may not be a judge or other state employee.* The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chairman of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

28.02 Only one person may sign this contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this contract represents the mutual agreement and acceptance of this contract by all persons who are authorized to enter into binding contracts for the Grantee.

29. Electronic Signatures and DocuSign Review Process

- 29.01 The signatures on this contract are electronic through the DocuSign system.

29.02 The DocuSign system requires an agent of the Grantee to send this contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the contract can be sent to the Grantee's Authorizing Official for signature.

29.03 The DocuSign system requires an agent of the SCAO to send this contract to the SCAO's Chief Operating Officer for the Chief Operating Officer's review and signature. Selecting the dropdown below confirms that the contract can be sent to the SCAO's Chief Operating Officer for signature.

**45th District Court
Veterans Treatment Court**

State Court Administrative Office

Authorizing Official's Signature

Chief Operating Officer's Signature

Authorizing Official's Name

Chief Operating Officer's Name

Authorizing Official's Title

Date Signed by Authorizing Official

Date Signed by Chief Operating Officer

**ATTACHMENT A
MICHIGAN VETERANS TREATMENT COURT GRANT PROGRAM
FY 2020 REPORTING REQUIREMENTS
October 1, 2019, through September 30, 2020**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2019, through December 31, 2019.
May 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2020, through March 31, 2020.
August 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2020, through June 30, 2020.
November 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2020, through September 30, 2020.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2020	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2020	Courts will be reporting on expenditures from October 1, 2019, through December 31, 2019.
April 10, 2020	Courts will be reporting on expenditures from January 1, 2020, through March 31, 2020.
July 10, 2020	Courts will be reporting expenditures from April 1, 2020, through June 30, 2020.
October 10, 2020	Courts will be reporting expenditures from July 1, 2020, through September 30, 2020.

PROGRESS	
DUE DATE	NOTE
October 30, 2020 Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2019, through September 30, 2020.

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

**RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT
ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE
2020 MENTAL HEALTH COURT GRANT PROGRAM**

CM-_____

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 18th day of November, 2019, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Court Administrative Office, Lansing Michigan (SCAO) is providing a Michigan Mental Health Court Grant to the 45th District Court in the amount of \$100,000 for year 2020; and

WHEREAS, the contract for the Grant Program commences on 10/1/2019 and terminates on 9/30/2020;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Mental Health Court Grant Program FY 2020 Contract (#17804) and authorizes the City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

T. Edwin Norris
City Clerk

Dated: November 18, 2019

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2020 Contract**

Grantee Name: 45th District Court — Adult Mental Health Court
Unique Identifier: U20023
Federal ID Number: 38-6004641
Contract Number: 17804
Grant Amount: \$100,000

1. Parties

1.01 This contract is between the State Court Administrative Office (SCAO) and the 45th District Court — Adult Mental Health Court (Grantee).

2. Amount and Grant Program

2.01 The SCAO will reimburse the Grantee up to **\$100,000** for the Grantee's expenses under this contract.

2.02 The grant funding is from the Michigan Mental Health Court Grant Program.

3. Duration

3.01 This contract begins on October 1, 2019, and ends on September 30, 2020, at 11:59 p.m.

4. Terms

4.01 This contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment A),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on expenses, and
- E. Approved grant budget.

5. "Grantee's Agents" Defined

5.01 The Grantee may partner with other parties to assist with contract performance. In this contract, the term "Grantee's agents" will refer to the Grantee's employees, contractors, subcontractors, vendors, and subrecipients.

6. Relationship and Duties

- 6.01 The Grantee and Grantee's agents are not SCAO employees.
- 6.02 The Grantee and Grantee's agents are not eligible for any employer-employee benefits from the SCAO. This includes retirement benefits, pensions, insurance, fringe benefits, workers compensation, training, holiday pay, sick pay, vacation pay, and other benefits that can arise out of an employer-employee relationship.
- 6.03 The Grantee is responsible for workers compensation and other employee benefits for services performed under this contract.
- 6.04 The Grantee and Grantee's agents may not enter into contracts for the SCAO.
- 6.05 The Grantee will pay all taxes regarding activities under this contract.
- 6.06 Except for the grant amount, the SCAO and the Michigan Supreme Court have no financial obligation to the Grantee.
- 6.07 The Grantee agrees to comply with all of the contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. Reimbursement and Budget

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's expenses are eligible for reimbursement only after the Grantee has paid the expense.
- 7.03 The Grantee's expenses are eligible for reimbursement only if the Grantee incurred the expense during the time period that this contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this contract is effective.
- 7.04 The Grantee's expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.
- 7.05 The Grantee's expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options. Examples of potential other funding options include local court or county funding, federal funding, participant fees, and partnerships with nonprofit organizations. If the Grantee has other available funding options but relies on the grant funding under this contract first, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.
- 7.06 Reimbursements for travel expenses (such as mileage) may not exceed the lesser of the Grantee's travel rates or the State of Michigan travel rates.
- 7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.
- 7.08 The Grantee must request expense reimbursement four times per year (see Attachment A). The request to reimburse each expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of services provided, the date of the expense, the amount requested, and proof that the Grantee has paid the expense. The grant will not reimburse flat fees.
- 7.09 The SCAO will reimburse expenses upon their approval of all or part of the Grantee's reimbursement request.
- 7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. Religious Programming

8.01 The Grantee will not spend grant funds on a program that has a religious component. Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. Assignment

9.01 The Grantee may not assign any portion of this contract unless the SCAO agrees in writing.

10. Procurement Contracts and Subcontracts

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts and subcontracts if the SCAO requests them.

10.03 In any procurement contract or subcontract, the Grantee must include all terms from this contract.

11. Confidential Information

11.01 All medical and treatment information of participants served under this contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code. The Grantee is liable for the unauthorized use or disclosure of protected information. This includes data and information that the SCAO provides to the Grantee.
- B. The Grantee must include in any procurement contract and subcontract that the Grantee's agents must not share protected information. This includes data and information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing protected information. The policies and procedures must include that the Grantee restricts their employees' access to protected information.
- D. The Grantee must have a policy to report to the SCAO unauthorized use or disclosure of protected information.

11.03 During contract performance, the Grantee and Grantee's agents might learn information about the SCAO and the SCAO's activities. This information is confidential, and the Grantee and Grantee's agents may not disclose this information unless the SCAO agrees in writing. If law or court order requires disclosure, before the Grantee or any of the Grantee's agents disclose the information, the Grantee must notify the SCAO of the disclosure and the SCAO will have a reasonable opportunity to respond. The Grantee agrees to keep this information confidential after this contract ends.

12. Rights to Work Product, Inventions, and Improvements

12.01 All work product prepared by the Grantee or Grantee's agents belongs to the SCAO, and the SCAO can obtain original versions of the work product.

12.02 The SCAO has the exclusive right to copyright, patent, publish, and distribute all work products prepared by the Grantee or Grantee's agents.

12.03 The Grantee must disclose in writing to the SCAO all inventions and improvements developed by the Grantee or Grantee's agents. The Grantee's disclosure must include the features that are new or different. Any invention or improvement belongs to the SCAO.

12.04 The Grantee and Grantee's agents have not developed any inventions or improvements before entering into this contract.

13. Insurance

13.01 The Grantee must have insurance or an amount set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' activities under this contract.

14. Liability

14.01 The Grantee is responsible for liabilities and expenses that result from the Grantee's performance or nonperformance under this contract. This subsection does not waive governmental immunity.

14.02 The Grantee warrants that, before entering into this contract, it is not subject to any liabilities or expenses that could interfere with contract performance.

14.03 The SCAO is not responsible for liabilities and expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

15. Financial Records, Retention, and Inspection

15.01 The Grantee agrees that all expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that is separate from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the Michigan Supreme Court, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may audit and copy the Grantee's grant financial records.

16. Grant Reporting

- 16.01 The Grantee agrees to follow the grant reporting requirements in Attachment A.
- 16.02 If a report from Attachment A is 30 days late, the SCAO will send a notice to the Grantee that it has 15 days to submit the report.
- 16.03 The Grantee agrees to enter data into the Drug Court Case Management Information System for each person the Grantee has screened for or accepted into the program.

17. Suspension, Termination, and Reduction

- 17.01 Either party may suspend or terminate this contract without cause by notifying the other party in writing. The notice must include the effective date of the suspension or termination and be given at least 15 days before the effective date.
- 17.02 The SCAO may immediately suspend or terminate this contract if funding is unavailable.
- 17.03 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not certified.
- 17.04 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not making sufficient progress toward project goals.
- 17.05 The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- 17.06 The SCAO may immediately suspend or terminate this contract if any report from section 16 is at least 45 days late.
- 17.07 The SCAO may immediately suspend or terminate this contract if the Grantee or any of the Grantee's agents are charged with a criminal offense.
- 17.08 If the SCAO terminates this contract under 17.05, 17.06, or 17.07, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing that they have corrected the issues.
- 17.09 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this contract ends.

18. Compliance with Laws

- 18.01 The Grantee must comply with all federal, state, and local laws.

19. Michigan Law

- 19.01 Michigan law governs this contract.

20. Conflict of Interest

- 20.01 The Grantee has no personal or financial interest that conflicts with contract performance.

21. Debt to State of Michigan

- 21.01 The Grantee does not owe money to the State of Michigan or its agencies.

22. Contract Dispute

22.01 If the Grantee intends to sue the SCAO for breach of contract, the Grantee must notify the SCAO in writing within seven days of the alleged breach. The notice must include the contract terms that the Grantee alleges the SCAO breached and details about the alleged breach.

22.02 The SCAO and the Grantee agree that they will first attempt to resolve a dispute through mediation. The SCAO and the Grantee must mutually agree to a mediator.

22.03 If the SCAO and the Grantee cannot resolve a dispute through mediation, the parties agree that they may sue under this contract in any Michigan court except the following:

- A. Any court in the county where the Grantee is located;
- B. If the Grantee is a regional program, any court in the counties that are part of the regional program;
- C. Any court in the counties where the Grantee has accepted participants, including transfer cases; and
- D. Any court in the counties where the Grantee's court shares a district or circuit court.

23. Certification

23.01 Under Michigan law, the SCAO must certify the Grantee in order for the Grantee to begin or to continue to operate a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, or mental health court. If the Grantee is not certified, the Grantee may not perform any of the functions of that program type and is not eligible to receive grant funding under the law and under this contract.

24. Program Review and Certification Site Visit

24.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

25. Amendment

25.01 The parties may amend this contract only with a writing signed by both parties.

25.02 The Grantee may request to amend the grant budget and grant application in WebGrants. The SCAO must approve requests to amend the grant budget and grant application.

26. Contact Person

- 26.01 The Grantee's contact person is:
Heather Ruffles
45th District Court
13600 Oak Park Blvd
Oak Park, MI 48073
ruffles@45bdc.org
- 26.02 The SCAO's contact person is:
Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

27. Signature of Parties

- 27.01 This contract is not effective unless signed by both parties.

28. Grantee's Authorizing Official

28.01 The Grantee's "Authorizing Official" is the individual who signs this contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. *The Authorizing Official may not be a judge or other state employee.* The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chairman of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

28.02 Only one person may sign this contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this contract represents the mutual agreement and acceptance of this contract by all persons who are authorized to enter into binding contracts for the Grantee.

29. Electronic Signatures and DocuSign Review Process

- 29.01 The signatures on this contract are electronic through the DocuSign system.

29.02 The DocuSign system requires an agent of the Grantee to send this contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the contract can be sent to the Grantee's Authorizing Official for signature.

29.03 The DocuSign system requires an agent of the SCAO to send this contract to the SCAO's Chief Operating Officer for the Chief Operating Officer's review and signature. Selecting the dropdown below confirms that the contract can be sent to the SCAO's Chief Operating Officer for signature.

**45th District Court
Adult Mental Health Court**

State Court Administrative Office

Authorizing Official's Signature

Chief Operating Officer's Signature

Authorizing Official's Name

Chief Operating Officer's Name

Authorizing Official's Title

Date Signed by Authorizing Official

Date Signed by Chief Operating Officer

ATTACHMENT A
MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM
FY 2020 REPORTING REQUIREMENTS
October 1, 2019, through September 30, 2020

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2019, through December 31, 2019.
May 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2020, through March 31, 2020.
August 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2020, through June 30, 2020.
November 15, 2020	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2020, through September 30, 2020.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2020	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2020	Courts will be reporting on expenditures from October 1, 2019, through December 31, 2019.
April 10, 2020	Courts will be reporting on expenditures from January 1, 2020, through March 31, 2020.
July 10, 2020	Courts will be reporting expenditures from April 1, 2020, through June 30, 2020.
October 10, 2020	Courts will be reporting expenditures from July 1, 2020, through September 30, 2020.

PROGRESS	
DUE DATE	NOTE
October 30, 2020 Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2019, through September 30, 2020.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 18, 2019

SUBJECT: Michigan Indigent Defense Commission (MIDC) Counsel Coordinator Professional Services Contract

DEPARTMENT: City Manager's Office

SUMMARY: The Michigan Indigent Defense Commission was created by legislation in 2013 to ensure the state's public defense system is fair, cost-effective, and constitutional. The Commission has released a set of standards to be followed by all courts in the State, which have been approved by the Department of Licensing and Regulatory Affairs. Each local system is asked to create a plan and cost analysis annually to ensure compliance with these standards, with costs for compliance being borne by the State. City administration worked closely with the Court and our local MIDC representative to complete a Compliance Plan and cost analysis for Fiscal Year 2019-20. The MIDC approved our Compliance Plan and costs analysis on October 15, 2019, but we are awaiting a formal grant agreement. Our Plan this year includes a Michigan Assigned Counsel Coordinator (MACC), who will be responsible for maintaining a roster of defense attorneys, evaluating performance, approving payments, authorizing investigative resources, working with the City's Finance Department to submit quarterly reports, and performing other duties to ensure the City's compliance with MIDC Standards.

FINANCIAL STATEMENT: The \$85,000 professional services contract is fully funded by a State MIDC grant.

RECOMMENDED ACTION: Approve Counsel Coordinator Professional Services Contract contingent upon fully executed grant with MIDC and subject to further attorney review and approval.

APPROVALS:

City Manager:

Handwritten signature of the City Manager.

Department Director:

Handwritten signature of the Department Director.

Director of Finance:

Handwritten signature of the Director of Finance.

Budgeted:

Legal:

N/A

EXHIBITS: Draft contract

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made on ENTER DATE, by and between the City of Oak Park, (the "City"), located at 14000 Oak Park Blvd., Oak Park, MI 48237 in the County of Oakland, and Karolyn Miller and John Angott, (the "Independent Contractors" or "Contractors") located at 3138 Royal Ave, Berkley, Michigan 48072 and 1902 N Connecticut Ave., Royal Oak, MI 48073, respectively.

RECITALS

The Independent Contractors are being secured to provide services described below at the 45th District Court located at 13600 Oak Park Blvd., Oak Park, MI 48237, from the Contractors' principal places of business, or such other place as Contractors deem appropriate. The Independent Contractors represent that they have complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as Independent Contractors pursuant to this Agreement, consistent with the City of Oak Park and 45th District Court approved "Compliance Plan for Indigent Defense" which shall be incorporated by reference into this agreement and if requested, shall provide their Employer Tax ID Numbers to City.

The Independent Contractors hold themselves out to the public to be separate business entities and shall not be considered employees or agents of the City.

The City desires to hire and contract the services of the Independent Contractors to perform those tasks as set forth herein. The Independent Contractors assent to this Agreement and to act and perform as Independent Contractors for the aforementioned City and are willing to do so on the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

INDEPENDENT CONTRACTOR REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is the intention of the parties that the Independent Contractors shall maintain an independent contractor status and shall not be considered employees for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code

relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

Therefore, staying within the Scope of Work, the Independent Contractors shall retain sole and absolute discretion in the manner and means for the carrying out of their activities and responsibilities contained herein this Agreement. This Agreement shall not be construed or considered to be a partnership or joint venture, and the City shall not be held liable for any obligations incurred by the Independent Contractors, unless otherwise specifically authorized as such in writing. The Independent Contractors shall not act as agents or representatives of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

RESPONSIBILITIES, DUTIES AND SCOPE OF WORK

The Independent Contractors agree to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or archive the following duties/responsibilities:

Indigent Counsel Coordinators (Independent Contractors) shall be responsible for coordination of the 45th District Court indigent criminal defense program to ensure defendants who wish legal counsel receive competent legal representation in criminal proceedings in the 45th District Court consistent with the City of Oak Park and 45th District Court approved "Compliance Plan for Indigent Defense" which shall be incorporated by reference into this agreement.

It is expected that the above detailed services, tasks and responsibilities and term of this agreement shall run until ENTER DATE, barring any reasonably unforeseeable circumstances.

The Independent Contractors shall perform any and all responsibilities and duties that may be associated within the Scope of Work set forth above, including, but not limited to, work which may already be in progress or any related change orders. The Independent Contractors shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization.

DOCUMENTS, RECORDS OR BOOKS

Any and all documents, records, or books which may be related to the Scope of Work, as set forth herein this Agreement, shall be maintained by the Independent Contractor and open to inspection by the City during regular working business hours. The documents, records and/or books to which the City shall be entitled to inspect and receive copies of include, but are not limited to, any and all contract documents, orders, and other documents prepared in performance of the Scope of Work.

WORK SCHEDULE, EQUIPMENT AND SUPPLIES

The Independent Contractors shall report to requests for information and shall be available to meet, as requested by the City Manager of the City. However, the Independent Contractors shall not be required to follow or establish a regular or daily work schedule.

The Independent Contractors shall supply all necessary equipment, materials, and supplies needed to complete the agreed upon Scope of Work.

COMPENSATION

The Independent Contractors shall be entitled to compensation for the performance of those tasks, responsibilities, and/or duties related to the Scope of Work as follows:

Compensation Terms: The Independent Contractors shall submit separate invoices bi-weekly (26 annual invoice dates) to the 45th District Court Administrator who shall forward each invoice to the City of Oak Park Finance Department for payment. The Independent Contractors' separate invoices shall reflect ½ of the total bi-weekly compensation as noted below:

- Total Annual Compensation Amount: \$85,000.00
- Total Bi-Weekly (26 weeks annually) Compensation Amount: \$3,269.22
- Total Each Independent Contractor Shall Invoice Bi-Weekly (26 weeks annually): \$1,634.61

Said compensation shall become due and payable to the Independent Contractors upon receipt of an invoice by the City and payable pursuant to the following schedule and method:

Compensation Schedule: bi-weekly (26 weeks annually)

TAX WITHHOLDING

The Independent Contractors shall pay their own local, state, and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

BENEFIT RIGHTS WAIVER

The Independent Contractors waive and forego any and all right to receive any benefits that may be provided by the City to its regular employees, including, but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave, and any retirement plans. The Independent Contractors acknowledge and agree that if any government agency or court of law claims that the Independent Contractors are employees, they agree to waive coverage under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractors by virtue of their agreement with the City. This waiver is effective

independently of the Independent Contractors' employment status as adjudicated for taxation purposes or for any other purpose.

NON-PARTNERSHIP OR OWNERSHIP CAUSE

Neither the Independent Contractors nor any of their representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the City or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the City unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither the City, Independent Contractors, nor any representative, agent, principal, officer or anyone who may be retained by the Independent Contractors shall have any authority to bind the City in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

RETURN OF CITY PROPERTY

Upon the termination of this Agreement, or at the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its care and control belonging to the other party, including but not limited to, proprietary information, trade secrets, intellectual property, computers, equipment, pass keys, City identification, tools, documents, plans, recordings, software, and all related records and/or accounting/financial information.

EXPENSES

Both the Independent Contractors and the City agree to maintain separate financial accounts with regards to all expenses related to performing the Scope of Work. The Independent Contractors shall be solely responsible for payment of all their out of pocket expenses incurred pursuant to this Agreement unless otherwise provided in writing by the City. The Independent Contractors agrees to execute and deliver any agreements and documents prepared by the City and to do all other lawful acts required to establish, document, and protect such rights.

TERMINATION OF AGREEMENT FOR CAUSE

If at any time the City believes that the Independent Contractors may not be adequately performing their obligations under this Agreement or may be likely to fail to complete their work/services on time as required by this Agreement, then the City may request from the Independent Contractors written assurances of performance and a written plan to correct observed deficiencies in the Independent Contractors' performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

The Independent Contractors, at such time, shall be deemed to be in default of this Agreement and the City may, in addition to any other legal or equitable remedies available to the City, terminate the Independent Contractors' right to proceed under this Agreement, for cause, should the

Independent Contractors commit a breach of this Agreement and not cure said breach within ten (10) business days of the date of notice from the City demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Independent Contractors to avail themselves of this time period in excess of ten (10) business days from the date of the notice, the Independent Contractors must provide the City a written plan acceptable to and by the City to cure said breach, and then diligently commence and continue such cure in accordance to the written plan provided.

The City's sole obligation in the event of termination is for payment for actual services rendered by the Contractors before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit the Independent Contractors may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay the Independent Contractors any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

TERMINATION FOR CONVENIENCE

The City may terminate performance of the Independent Contractors' work and/or services under the Agreement pursuant to this paragraph in whole, or in part, whenever the City shall determine that termination is in their best interest. Termination shall be effected by delivery of a written notice to the Independent Contractors of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which termination shall become effective, which shall be no less than forty-five (45) business days from the date the notice of termination is delivered. The Independent Contractors shall then be entitled to full payment for services rendered as outlined in the "Compensation" section of this Agreement up to and including the date of termination, but no other loss, damage, expense or liability may be claimed, requested or recovered.

The Independent Contractors may terminate and/or cancel this Contract (or any part thereof) at any time during the Term, any renewal, or any extension of this Contract, upon forty-five (45) days written notice to the City, for any reason, including convenience, without incurring obligation or penalty of any kind. The effective date of termination or cancellation will be clearly stated in the written notice.

Except as provided in this Agreement, in no event shall the City be liable for any costs incurred by or on behalf of the Independent Contractors after the effective date of the notice of termination. Except as provided in this Agreement, in no event shall the Independent Contractors be liable for any costs incurred by or on behalf of the City after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed

as a waiver of any right or remedy otherwise available to the City and/or the Independent Contractors.

PROFESSIONAL CONDUCT

The Independent Contractors shall be required to treat all City employees, defendants, staff, witnesses, experts, others and other affiliates with respect and responsibility. The Independent Contractors shall be required to comply with all laws or regulations that will permit them to complete the Scope of Work.

GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION COVERAGE

The Independent Contractors herein agree to promptly provide to the City proof of General Liability Insurance, upon request of the City, and Workers' Compensation Coverage where required by law.

INDEPENDENT CONTRACTOR EMPLOYEES

All persons who have been hired by the Independent Contractors to assist in their performance of the duties, tasks and responsibilities that are necessary to complete the Scope of Work, shall be considered the employees of the Independent Contractors, unless otherwise specifically noted in an agreement signed by all parties. The Independent Contractors shall immediately provide proof of Workers' Compensation insurance and General Liability insurance on said employees, upon request of the City.

NOTICES

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses herein contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The Independent Contractors herein agree to keep the City informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, pager number or any other relevant means of contact and communication.

MEDIATION AND ARBITRATION

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceeding shall comply with and be governed by the provisions

of the American Arbitration Association for Commercial Disputes, unless said Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

INDEMNIFICATION

The Independent Contractors shall defend, indemnify, hold harmless, and insure the City from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the Independent Contractors, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the Independent Contractors. The Independent Contractors shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement. Furthermore, the Independent Contractors shall name the City as an additional insured on all related insurance policies including worker's compensation and general liability. However, the Independent Contractors will have no obligation to indemnify the City for any indirect, incidental, special, punitive or consequential damages, including without limitation damages for lost profits.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties.

REPRESENTATION

All parties to this Agreement herein acknowledges that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone acting on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement and have had the opportunity to have legal counsel review and/or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Michigan. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Michigan, in the County of Oakland.

COPIES

Both the Independent Contractors and the City acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, acknowledge they have authority to execute the Agreement, and all parties agree to all of the aforementioned terms, conditions and policies.

- City of Oak Park

- City of Oak Park

Dated: _____

Dated: _____

Karolyn Miller – Independent Contractor

John Angott – Independent Contractor

Dated: _____

Dated: _____