

Oak Park

City Council Agenda

December 2, 2019





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
December 2, 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 18, 2019

B. Organizational Meeting Minutes of November 11, 2019

C. Zoning Board of Appeals Meeting Minutes of September 24, 2019

D. Corridor Improvement Authority Meeting Minutes of July 18, 2019

E. Public Safety Activity Summary for October 2019

F. Parks and Recreation Commission Meeting Minutes of October 16, 2019

G. Payment of invoices from G2 Consulting Group for material testing on the 9 Mile Road Diet Project for the total amount of \$10,978.01

H. Payment of invoices from OHM Advisors for Bridge Enhancements, Safe Routes to School Preliminary Engineering, Nine Mile Road Diet Construction Engineering and AMP GIS Support for the total amount of \$37,505.00

I. Licenses - New and Renewals submitted for December 2, 2019

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS: None

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS: None

12. BIDS: None

13. ORDINANCES:

A. Second reading and adoption of an ordinance to amend 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:

Administration

- A. Request to approve a grant contract with the State of Michigan Indigent Defense Commission and authorize the contract to be signed by the City Manager on behalf of the City.

Economic Development and Communications

- B. Request to approve the sale of 10 planter boxes in 2019 for \$3,000 and the sale of 10 planter boxes in 2020 for \$3,000

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
38th OAK PARK CITY COUNCIL
November 18, 2019
7:00 PM**

MINUTES

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

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

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-11-372-19 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-373-19 (AGENDA ITEM #5A-H) 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 November 4, 2019 **CM-11-374-19**
- 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 (**Removed from the Consent agenda by Council Member Weiss**)
- C. Planning Commission Meeting Minutes of September 9, 2019 **CM-11-375-19**
- D. Library Board Meeting Minutes of August 20, 2019 **CM-11-376-19**
- 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 **CM-11-377-19**
- 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 **CM-11-378-19**

- 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 **CM-11-379-19**
- H. Request to advertise for bids for the 2020 Sewer Lining Project, M-703 **CM-11-380-19**

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

MOTION DECLARED ADOPTED

**CM-11-381-19 (AGENDA ITEM #5B) (Removed from the Consent Agenda)
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 - APPROVED**

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, 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.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Census presentation. Danielle Fracassa, Chairperson of the Oak Park Census Complete Count Committee, presented information about the upcoming census that will begin in March 2020.

PUBLIC HEARINGS:

(AGENDA ITEM #8A) Public Hearing to receive public comments on the allocation of the 2020 Community Development Block Grant (CDBG) funds

Mayor McClellan opened the public hearing to receive public comments for the allocation of the 2019 Community Development Block Grant Funds at 7:15 P.M. Marie Verheyen, Walled Lake, Michigan, spoke on behalf of the Oakland Livingston Human Services Agency (OLHSA) and summarized their support of the Oak Park yard services program for seniors. The public hearing was closed at 7:25 PM.

**CM-11-382-19 (AGENDA ITEM #8B) RESOLUTION APPROVING THE
RECOMMENDED ALLOCATIONS OF THE 2020 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND
AUTHORIZING THE MAYOR TO SIGN THE APPLICATION AND
SUB RECIPIENT AGREEMENT ON BEHALF OF THE CITY
- APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolution approving the recommended allocations of the 2020 Community Development Block Grant Funds and to authorize the Mayor to sign the application and sub recipient agreement on behalf of the City:

RESOLUTION 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, 2019 for the purposes of receiving comments regarding the proposed use of Program Year 2020 Community Development Block Grant funds in the approximate amount of \$128,952.00; 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.

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

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

**CM-11-383-19 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF
INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C.
FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$13,933.56
- APPROVED**

Motion by Weiss, seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of invoices #525532, #525533 and #525534 by Garan, Lucow, Miller P.C., for legal services rendered through October 31, 2019 in the total amount of \$13,933.56

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-11-384-19 (AGENDA ITEM #13A) 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 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the 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.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

45th District Court

CM-11-385-19 (AGENDA ITEM #15A) RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2020 VETERANS TREATMENT COURT GRANT PROGRAM - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to adopt the following resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2020 Veterans Treatment Court Grant Program:

**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

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.

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

MOTION DECLARED ADOPTED

CM-11-386-19 (AGENDA ITEM #15B) RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE 2020 MENTAL HEALTH COURT GRANT PROGRAM - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to adopt the following resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2020 Mental Health Court Grant Program:

**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

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 \$100,000.00 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 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.

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

MOTION DECLARED ADOPTED

Administration

CM-11-387-19 (AGENDA ITEM #15C) INDEPENDENT CONTRACTOR AGREEMENT FOR COUNSEL COORDINATOR PROFESSIONAL SERVICES CONTINGENT UPON FULLY EXECUTED GRANT WITH MIDC AND SUBJECT TO FURTHER ATTORNEY REVIEW AND APPROVAL - APPROVED

Motion by Radner, seconded by Weiss, CARRIED UNANIMOUSLY, to approve an independent contractor agreement for Counsel Coordinator Professional Services contingent upon fully executed grant with MIDC and subject to further attorney review and approval.

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

MOTION DECLARED ADOPTED

Director of Special Projects VanVleck reported 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.

City Manager Tungate announced that the replacement of lead service water lines has begun and the contractor was able to replace four lines today. He also welcomed new Council Member Julie Edgar.

Mayor McClellan called upon Assistant City Manager Yee to provide an update to the leaf collection schedule that has been delayed due to the winter snow storm. Mr. Yee indicated that every effort is being made to finish the collection of leaves this year as planned.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

CALL TO THE COUNCIL:

Mayor McClellan thanked everyone for coming out to vote and encouraged them to always vote in every election. She provided some recycling tips and recognized staff from the Library. She also reported on the newly formed Traffic Safety Commission.

Mayor Pro Tem Burns welcomed Julie Edgar to Council and thanked everyone for coming to the meeting.

Council Member Radner wished everyone a good night.

Council Member Weiss thanked the members of the commissions on which she served for the past years.

Council Member Edgar looks forward to working with the city team and engaging with residents.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:05 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
ORGANIZATIONAL COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
NOVEMBER 11, 2019
7:00 P.M.**

MINUTES

CALL TO ORDER

In accordance with Section 7.1 of the Charter of the City of Oak Park, the Organizational Meeting of the City of Oak Park was called to order at 7:00 P.M. and the Pledge of Allegiance was recited.

City Clerk Norris presided over the Oath of Office proceedings and read the Certificate of Determination from the Board of Canvassers of Oakland County regarding the November 5, 2019 City of Oak Park General Election. The Certificate determined that Marian McClellan received sufficient number of votes to be elected to the office of Mayor and that Julie Edgar received sufficient number of votes to be elected to the office of Council Member and that Solomon Radner received sufficient number of votes to be elected to the office of Council Member.

OATH OF OFFICE - MAYOR MARIAN McCLELLAN

Mr. Norris then called upon the Honorable Shelia R. Johnson, Chief Judge of the 46th District Court, to administer the Oath of Office to re-elected Mayor Marian McClellan for a two-year term.

OATH OF OFFICE - MAYOR PRO TEM CAROLYN BURNS

In accordance with Charter Section 4.4(b), the candidate for a four-year council term receiving the greatest number of votes in the prior City Election is designated as Mayor Pro Tem for a term commencing with the first meeting of Council following the next regular City Election thereafter until the first meeting of Council following the next ensuing regular City Election. Based on that provision of the Charter, Carolyn Burns was confirmed as Mayor Pro Tem and extended the Oath of Office. The Oath was administered by the Honorable Shelia R. Johnson, Chief Judge of the 46th District Court.

OATH OF OFFICE - COUNCIL MEMBER SOLOMON RADNER

Mr. Norris, Oak Park City Clerk, administered the Oath of Office to re-elected Council Member Solomon Radner for a four-year term.

OATH OF OFFICE - COUNCIL MEMBER JULIE EDGAR

Mr. Norris then called upon the Honorable Shelia R. Johnson, Chief Judge of the 46th District Court, who administered the Oath of Office to newly elected Council Member Julie Edgar for a four-year term.

ROLL CALL OF THE 38TH OAK PARK CITY COUNCIL

PRESENT:	Mayor McClellan, Mayor Pro Burns, Council Member Radner, Council Member Weiss, Council Member Edgar
ABSENT:	None
OTHERS	
PRESENT:	City Manager Tungate, City Clerk Norris

CITY COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS

**CM-11-370-19 COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS
- APPROVED**

Motion by Burns, Seconded by Radner CARRIED UNANIMOUSLY to approve the following council appointments to city boards and commissions:

MAYOR MARIAN McCLELLAN

Library Board
Corridor Improvement Authority
Planning Commission

MAYOR PRO TEM CAROLYN BURNS

Employees Retirement System
Public Safety Retirement System
Beautification Commission
Planning Commission
Economic Development Corporation/Brownfield Redevelopment Authority

COUNCIL MEMBER SOLOMON RADNER

Arts and Cultural Diversity Commission
Public Safety Retirement System

COUNCIL MEMBER REGINA WEISS

Traffic Safety Commission

COUNCIL MEMBER JULIE EDGAR

Recycling and Environmental Conservation Commission
Parks and Recreation Commission

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

MOTION DECLARED ADOPTED

CITY MANAGER REMARKS

City Manager Tungate congratulated and welcomed the newly elected members of council. He indicated that the city administration is looking forward to working with the 38th Oak Park City Council.

Mr. Tungate reviewed Section 5B number 4 from the City Council Rules of Procedure and suggested that members of the audience not be required to verbally offer their address when speaking to Council during the "Call to the Audience" portion of the meeting. Members of the audience wishing to address the Council must fill out a "Request Card" to be turned in to the City Clerk.

**CM-11-371-19 MOTION TO OMIT THE WORD “ORALLY” FROM SECTION
5B, NUMBER 4 OF THE OAK PARK CITY COUNCIL RULES OF
PROCEDURE - APPROVED**

Motion by Weiss, seconded by Radner, CARRIED UNANIMOUSLY, to omit the word
“orally” from Section 5B, number 4 of the Oak Park City Council Rules of Procedure.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE: None

CALL TO COUNCIL:

Mayor McClellan indicated she is delighted to be Mayor again for another two years and thanked everyone for this great honor. She looks forward to working with the new Council.

Mayor Pro Tem Burns thanked everyone for coming out and is honored to serve for her second term as Mayor Pro Tem.

Council Member Radner recognized his mother who was in the audience and congratulated Mayor McClellan, Mayor Pro Tem Burns and Council Member Edgar.

Council Member Weiss indicated she is looking forward to working with everyone and wished everyone a good night.

Council Member Edgar indicated she is very glad to be a member of Council and looks forward to being a part of team that is interested in ensuring a long and healthy future for the City.

ADJOURNMENT:

The Organizational Meeting adjourned at 7:23 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
SEPTEMBER 24, 2019
MEETING MINUTES**

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

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

ABSENT: None

OTHERS

PRESENT: City Planner Kevin Rulkowski
Community & Economic Development Director Kimberly Marrone
Deputy City Clerk Lisa Vecchio

APPROVAL OF ZONING BOARD OF APPEALS MINUTES OF AUGUST 27, 2019

MOTION BY Blumenkopf, SECONDED BY Snider, to approve the meeting minutes of August 27, 2019.

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

MOTION CARRIED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

a) **CASE 19-05:**

APPLICANT:

Mr. Keith Wood
12800 Oak Park Boulevard
Oak Park, Michigan

PROPERTY:

12800 Oak Park Boulevard
Property Identification Number: 52-25-29-328-018

ORDINANCE REQUIREMENTS AND REQUEST:

The following variance is requested:

- 1) Article XVI requires that the side yard setback to be fifteen (15) feet on corner lots. The applicant is requesting a waiver of nine (9) feet, to allow for the side yard setback to be six (6) feet.

STAFF FINDINGS OF FACT:

- 1) The subject parcel is zoned R-1, One Family Dwelling District.
- 2) Article XVI requires that the side yard setback to be fifteen (15) feet on corner lots.
- 3) Article XXI, Section 2105, allows unenclosed porches and decks to project into required front or rear yards for a distance not to exceed five (5) feet.
- 4) The applicant is requesting a waiver of nine (9) feet, to allow for the side yard setback to be six (6) feet.
- 5) The deck is approximately 28.5 inches above the ground.
- 6) The subject parcel is 40 feet wide and 110 feet deep.
- 7) The distance from the house to side lot line is eleven (11) feet.
- 8) A Code Enforcement Officer observed the new construction of the deck on June 24, 2019 and a notice was issued. Shortly after the Building Official posted a Stop Work order.
- 9) The applicant did not apply or receive a building permit prior to the deck being constructed.
- 10) An application for a variance was submitted on July 1, 2019 after the Building Official reviewed information the property owner submitted that indicated the deck did not meet the Zoning Ordinance provisions.
- 11) After an on-site cursory inspection by the Building Official, he does not believe the deck was constructed according to the Building Code.

STAFF RECOMMENDATIONS:

The applicant is requesting a variance to allow for an already constructed deck to remain in place that does not meet the side yard setback requirement for corner lots. The applicant constructed the deck without a building permit. The newly constructed deck was discovered by a Code Enforcement Officer on a routine patrol and a notice posted. In addition, the Building Official issued a Stop Work order after also discovering the new construction. If an application for a building permit had been properly submitted, the deficiency in the side yard setback would have prevented the construction of the deck until the deck was reduced in size.

Because the deck is considered a structure it must comply with the setback requirements of the Zoning Ordinance. Although the east side yard setback of the house at 12800 Oak Park Boulevard is currently non-conforming at eleven (11) feet, there are no property circumstances that would justify an increased expansion into this required side yard.

The Board will have to determine whether an argument for a practical difficulty can be demonstrated:

- a) Would compliance with the setback provisions unreasonably prevent the owner from using the property for a permitted purpose?
- b) Would strict compliance render conformity unnecessarily burdensome?
- c) Would the granting of a variance provide substantial justice to applicant?

d) Is the problem self-created?

Given the circumstances of this case it does not appear that an argument for a practical difficulty can be established. Compliance with the setback provisions would not unreasonably prevent the owner from using the property for a permitted purpose. Strict compliance would not render conformity unnecessarily burdensome. And the problem is self-created by virtue of the applicant not getting approval for the required building permit prior to constructing the deck.

As with all requested variances, the Board will want to ensure that any variances granted are the minimum necessary to permit reasonable use of the land and buildings for the activities permitted in the Zoning District.

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

Consideration should be given to allowing the deck to be constructed up to the east side building line as was formerly the case with the porch.

City Building Official Jeff Wren addressed the Board to report that a stop work order was posted last Monday. The porch was already built without a permit and was not built compliant to code.

Mr. Wood addressed the Board apologetically and expressed that he would be willing to make adjustments necessary to get the porch up to code.

MOTION BY Andreski-Price, SECONDED BY Seligson, to *deny* the original request of Keith Wood, 12800 Oak Park Blvd,

- 1) for a waiver of nine (9) feet from the provisions in Article XVI, to allow for the continuance of a constructed front yard porch which will result in a side yard setback of six (6) feet

AND pre-approve a variance to keep the porch in line with the building line of the house- 11 feet from the property line.

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

MOTION CARRIED

With this advance variance approval Mr. Wood is required to obtain a permit for the work and to adjust his porch appropriately.

b) **CASE 19-06:**

APPLICANT:

Mr. Andrew Sonntag
24321 Sherman
Oak Park, Michigan

PROPERTY:

24321 Sherman

Property Identification Number: 52-25-28-176-031

ORDINANCE REQUIREMENTS AND REQUEST:

One variance is requested:

1. Article XVI, Section 1600, requires the minimum lot width of a parcel to be fifty (50) feet. The applicant is requesting a waiver of three (3) feet, five (5) inches for two (2) parcels, resulting in two (2) parcels being forty-six (46), seven (7) inches each.

STAFF FINDINGS OF FACT:

- 1) The subject parcel is zoned R-1, One Family Dwelling District.
- 2) Article XVI, Section 1600, requires the minimum lot width of a parcel to be fifty (50) feet.
- 3) The applicant is requesting a waiver of three (3) feet, five (5) inches for two (2) parcels, resulting in two (2) parcels being forty-six (46), seven (7) inches each.
- 4) The lot dimensions of the subject parcel are 93 feet by 120 feet.
- 5) On the west side of Sherman Avenue, between Colgate and Yale, five parcels were originally platted with a width of 46.60 feet.
- 6) In 2004, two platted parcels, each 46.60 feet wide each, were combined into one larger parcel.
- 7) Four homes currently exist on each of the four parcels.
- 8) If the original plat dimensions are restored as proposed, the existing house on the newly created parcel would meet the required setback provisions for the house on the lot.
- 9) If the original plat dimensions are restored as proposed, a home could be constructed on the newly created and vacant parcel.

STAFF RECOMMENDATIONS:

The applicant is requesting a variance to restore two parcels to their original platted dimensions. The request creating two new parcels, although similar to the dimensions of the adjacent parcels, would not meet the current minimum lot widths of fifty (50) feet.

The Board will have to determine whether an argument for a practical difficulty (would compliance unreasonably prevent the owner from using the property for a permitted purpose, would strict compliance would render conformity unnecessarily burdensome, and would the granting of a variance would provide substantial justice to applicant) can be demonstrated.

Given the fact that the variance request would allow for parcels similar in size to those adjacent and on the same block, it is unlikely that the proposed lot size would essentially alter the character of the surrounding area due to its reduce width. Although strict compliance with the minimum lot width requirement would not unreasonably prevent the owner from using the property for a permitted purpose, it might render conformity unnecessarily burdensome in this case.

Taking the above findings of fact into consideration, it is the recommendation of the Planning Division to approve the variance requests as proposed.

Mr. Sonntag addressed the Board informing them that the plan for the lot split would be for his current tenant at 24321 Sherman to purchase the new parcel and build new home for him and his family. The current property would remain a rental property of Mr. Sonntag's ownership.

MOTION BY Seligson, SECONDED BY Snider, to approve the request of Mr. Andrew Sonntag, 24321 Sherman,

- 2) for a waiver of three (3) feet, five (5) inches, for two (2) parcels, from the provisions in Article XVI, Section 1600, which will result in the creation of two (2) parcels with a lot width of forty-six (46), seven (7) inches each.

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

MOTION CARRIED

ADJOURNMENT:

There being no objections, the meeting was adjourned at 8:12 p.m.

Lisa Vecchio, Deputy City Clerk/Director of Elections



CITY OF OAK PARK

Corridor Improvement Authority

5D

Carolyn Burns
Ken Rich
Regina Weiss
City Manager
Erik Tungate

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING JULY 18, 2019 MINUTES

Meeting was called to order at 12:00 p.m., in the Executive Conference Room at Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Blumenkopf and roll call was made.

PRESENT: Chairperson Blumenkopf
Mayor McClellan (arrived at 12:05pm)
Board Member Attisha
Board Member Moulden
Board Member Peteet

ABSENT: Vice Chairperson DeVergilio

OTHERS PRESENT: Community & Economic Development Director Kimberly Marrone
Deputy City Clerk Lisa Vecchio

3. APPROVAL OF AGENDA OF SEPTEMBER 19, 2019

MOTION by Moulden, SECONDED by DeVergilio, to approve the agenda for September 19, 2019 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF JULY 18, 2019

Minutes were not circulated by mistake and will be approved at the next meeting in October.

5. PUBLIC COMMENT: None

6. UNFINISHED BUSINESS:

A. Banner Update

Director Marrone updated the Board that the banners are up. There are 26 total along Coolidge and Nine Mile.

B. Nine Mile Update

Director Marrone updated the Board that construction on Nine Mile is almost complete and should be by mid-October. The idea of an “art park” on along the new walking path on the south side of Nine Mile is in progress. Benches will also be installed. The City has applied for the MEDC Patronicity grant in order to fund these additional projects on the corridor.

There will be a Kick Off event for the new Nine Mile, alongside Oak Park’s 74th birthday, Tuesday, October 29th at 3:00 – 7:00 p.m.

C. Main Street Oakland County training

Director Marrone explained that we will be partnering with the City of Ferndale to offer a Main Street training opportunity with Oakland County.

7. NEW BUSINESS:

A. PA 57 Informational meetings scheduled for October 14th at 6 p.m. and October 17th at 11 a.m.

Director Marrone informed the Board that PA 57 – Tax Increment Financing Act, which took effect this year requires that the CIA hold two “informational meetings” for the purpose of informing the public of their goals and direction. She has scheduled these meetings for October 14th at 6 p.m. and October 17th at 11 a.m.

8. FINANCIAL REPORT: Director Marrone gave a quick update on the budget, explaining the costs of the banners have been withdrawn.

9. BOARD MEMBER COMMENT: None

10. ADJOURNMENT

Chairperson Blumenkopf adjourned the meeting at 12:25 p.m.

Lisa Vecchio, Deputy City Clerk



OAK PARK PUBLIC SAFETY

October 2019

ACTIVITY SUMMARY



OPERATIONS:

Calls for Service

- 2018 Total: 14,743
- October 2018: 1,226
- 2018 YTD: 12,512
- October 2019: 1,105
- 2019 YTD: 11,462

- Arrests: 91
- Vacation/Property Checks: 4
- Non-Criminal Fingerprints: 8
- PBT's: 55
- Vehicles Impounded: 32
- Traffic Stops: 893
- Medicals: 219

INVESTIGATIONS:

- Cases Assigned: 61
- Warrants Obtained: 10

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

Records Bureau:

- Animal Licenses: 74
- Alarm Permits: 1
- Handgun Registrations: 34
- FOIA / RFI / Discovery Requests: 209
- Calls Received at Dispatch: 3,889

REPORTED FIRES: 4 (3 structural, 0 vehicle, 1 other)

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

FIRE SAFETY INSPECTIONS: 13



COMMUNITY POLICING

Two Block Club meeting.
Attended Boo Bash.
Visited all Schools in Oak Park during the month.
Stepping out on Faith Day Care Fire Prevention.
Kate's Montessori School, Fire Prevention.
Little Bears, Fire Prevention.
Attended Prairie Farms Family Day.

CITATIONS ISSUED: 636 (YTD: 5143)

(October 2018: 593 / 2018 YTD: 6556)

HAZARDOUS	213	33%
NON - HAZARDOUS	215	34%
PARKING	85	13%
ORDINANCE VIOLATION	123	19%

NOTES: Training: FTO training for Ofc's Hoffman, Deskiewicz, Beasley, Motta. Rifle Training Dept Wide. HazMat And Extrication Training Dept. Wide. Vehicle Fire Investigator Training, Ofc Stanson.



CITY OF OAK PARK

Recreation Department

Council Members
 Carolyn Burns
 Ken Rich
 Regina Weiss
 City Manager
 Erik Tungate

Parks and Recreation Commission

PARKS AND RECREATION COMMISSION REGULAR MEETING: October 16, 2019, AT COMMUNITY CENTER

I. Meeting called to order at 7:00 p.m. by Patrick North.

Members present: Patrick North, Beverly Wiggins, Dwight Thomas, Mickey Alderman, Diane Spiller, Alexander Simpson, Andrew Cissell

Members absent: Juanita Bell

Staff members present: Laurie Stasiak

Councilmembers present: Regina Weiss

II. Approval of Agenda for October 16, 2019.

Motion by Beverly to ACCEPT.

Seconded by Dwight.

PASSED.

III. Approval of minutes of Parks and Recreation Commission Meeting of September 18, 2019.

Motioned by Dwight to ACCEPT.

Seconded by Alexander.

PASSED.

IV. Council updates

1. It has been confirmed that the 9 Mile Redesign kickoff will be on October 29 from 3-7 p.m. Andrew, Juanita and Beverly will be attending.

2. The Boards and Commissions Recognition Dinner will be on November 13 at 6 p.m.

V. Recreation Updates

1. This year we have a presentation called "Remember Faygo" on Monday, October 21 for seniors. There will be a speaker and samples for about 30-40 people.

2. The Bianco Tours' Mystery Trip was on Tuesday, October 15, and the group of 48 went to Lansing for the Michigan Princess riverboat, a tour of the Capitol building, and a stop at the MSU dairy store. They left around 9:30 and got back after 5 p.m.

3. Fall and winter sports are moving along well. We are offering a middle school and high school league which would start in March.

4. Boo Bash is Saturday, October 26 (a new date) from 5-8 p.m. We need volunteers for this year's Bash. So far we have 13 sponsors for this event. *All Commissioners have agreed to volunteer at Boo Bash.*

VI. New Business

1. The City celebrates its 74th birthday this year, on October 29, which will be part of the 9 Mile Redesign kickoff festivities. Officer Koch will be demonstrating bicycle safety, there will be a

climbing tower/structure at the Seneca St. pocket park (will not be up and functional until November), music will be performed, and we'll have a passport program, as people attend the various businesses and activities that are taking place they will receive a stamp, and if they collect enough stamps they will win an event prize.

VII. Sub-committee report

1. The Boo-tification Commission will be judging homes after this meeting. There are 13 homes to be judged over 5 sections of the City, and 7 people will be judging. Patrick, Mickey, Andrew, Regina, Diane, Danielle Fracassa from the Beautification Commission and Laurie.

Motion to ADJOURN meeting by Mickey.

Seconded by Dwight.

Motion APPROVED.

Meeting ADJOURNED at 7:23 p.m.

Respectfully submitted by Beverly Wiggins, Recording Secretary.

Next meeting will be Wednesday, November 20, 2019, at 7 p.m. in Meeting Room #1.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 2, 2019 **AGENDA #**

SUBJECT: Payment requests from G2 Consulting Group for material testing on the 9 Mile Road Diet Project.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: Attached are invoices 192324 and 192634 from G2 Consulting Group for material testing on the 9 Mile Road Diet Project. The total amount due on these invoices is \$10,978.01.

RECOMMENDED ACTION: It is recommended that the invoices from G2 Consulting Group for material testing on the 9 Mile Road Diet Project be approved for the total amount of \$10,978.01. Funding is available in the Major Street Fund No. 202-18-479-970.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: *[Signature]*

Legal: N/A

Budgeted

EXHIBITS: Invoices

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

INVOICE

Invoice Number: 192324
 Invoice Date: September 30, 2019
 Page Number: 1

Voice: 248.680.0400
Fax: 248.680.9745

Bill To: Accounts Payable
 City of Oak Park
 13700 Oak Park Boulevard
 Oakpark, MI 48237

Customer ID	Purchase Order No.	G2 Project No.	
COOP01	MDOT JN 200805 A	190327	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	October 30, 2019		

Quantity	Description	Unit Price	Amount
58.75	Senior Engineering Technician, per hour	63.50	3,730.63
3.50	Senior Engineering Technician, overtime, per hour	95.25	333.38
8.00	Supervising Engineering Technician, per hour	74.00	592.00
2.00	Supervising Engineering Technician, overtime, per hour	111.00	222.00
5.00	Staff Engineer, per hour	88.00	440.00
1.50	Project Manager, per hour	140.00	210.00
11.00	Transportation / Communication Charge, per day	40.00	440.00
2.00	Sample Pickup, per trip	125.00	250.00
61.00	Concrete Test Specimens, each	15.00	915.00
3.00	Nuclear Density Test Equipment, per day	40.00	120.00
	For construction materials testing and engineering services associated with the Nine Mile Road Diet & Non-Motorized Facilities Project. MDOT JN 200805A CS TA 63000. Work Performed in September 2019.		
	Client Contact: Mr. Kevin Yee, P.E., Assistant City Manager		

Total Invoice Amount \$ 7,253.01

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

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

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

INVOICE

Invoice Number: 192634
 Invoice Date: October 31, 2019
 Page Number: 1

Voice: 248.680.0400
Fax: 248.680.9745

Bill To: Accounts Payable
 City of Oak Park
 13700 Oak Park Boulevard
 Oakpark, MI 48237

Customer ID	Purchase Order No.	G2 Project No.	
COOP01	MDOT JN 200805 A	190327	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	November 30, 2019		

Quantity	Description	Unit Price	Amount
14.00	Senior Engineering Technician, per hour	63.50	889.00
17.50	Supervising Engineering Technician, per hour	74.00	1,295.00
2.00	Staff Engineer, per hour	88.00	176.00
1.25	Project Manager, per hour	140.00	175.00
6.00	Transportation / Communication Charge, per day	40.00	240.00
4.00	Sample Pick Up, per trip	125.00	500.00
30.00	Concrete Test Specimens, each	15.00	450.00
	For construction materials testing and engineering services associated with the Nine Mile Road Diet & Non-Motorized Facilities Project. MDOT JN 200805A CS TA 63000. Work Performed in October 2019.		
	Client Contact: Mr. Kevin Yee, P.E., Assistant City Manager		

Total Invoice Amount \$ 3,725.00

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

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



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 2, 2019

AGENDA #

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

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

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

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
Bridge Enhancements	\$2,309.00	\$71,028.00	\$73,337.00	\$89,200.00	202-18-479-801
Safe Routes to School Preliminary Eng.	\$10,428.25	\$40,692.25	\$51,120.50	\$79,000.00	202-18-479-970
Nine Mile Road Diet Construction Eng.	\$23,756.25	\$170,232.25	\$193,988.50	\$194,000.00	202-18-479-970
AMP GIS Support	\$1,011.50	\$179,167.58	\$180,179.08	\$186,000.00	592-18-538-801
Totals	\$37,505.00	\$461,120.08	\$498,625.08	\$548,200.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$37,505.00. Funding is available in the above listed account.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: *[Signature]*

City Attorney: N/A

Budgeted

EXHIBITS: Invoices



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

Invoice Date: 11/14/2019
Invoice #: 209405
Project: 0037-16-0021

Project Name: Bridge Enhancements

For Professional Services Rendered through: 11/2/2019

TASK 1: Bridge Construction Documents & Bid Materials	0.00
TASK 2: Bidding & CA/CE	2,309.00
TASK 3: Water Tower Branding	0.00
TASK 4: Redesign	0.00
	<hr/>
Amount Due This Invoice **	2,309.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 11/14/2019
Invoice #: 209405
Project: 0037-16-0021

TASK 2: Bidding & CA/CE

Fixed Rates Labor

Classification

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.75	178.0000	489.50
Professional Engineer/Architect I	8.50	133.0000	1,130.50
Technician II	4.00	98.0000	392.00
Technician IV	2.25	132.0000	297.00

Fixed Rates Labor subtotal	17.50		2,309.00
Total TASK 2: Bidding & CA/CE			2,309.00

Total Project: 0037160021 - Bridge Enhancements

2,309.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 10/23/2019
Invoice #: 208727
Project: 0037-19-0022

Project Name: Safe Routes to School - Design

For Professional Services Rendered through: 10/12/2019

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Survey	18,000.00	16,466.50	1,533.50	161.00
Cadd	5,000.00	1,474.00	3,526.00	931.00
Transportation	46,900.00	12,017.50	34,882.50	879.00
Municipal	8,500.00	10,459.25	0.00	1,445.00
Subconsultant	600.00	275.00	325.00	275.00
Amount Due This Invoice **	79,000.00	40,692.25	38,307.75	3,691.00

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 10/23/2019
Invoice #: 208727
Project: 0037-19-0022

Survey

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Surveyor II IAN THOMAS	0.50	102.0000	51.00
Surveyor III SAMEER A. HAMAD	1.00	110.0000	110.00
Fixed Rates Labor subtotal	1.50		161.00
Total Survey			161.00

Cadd

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician II GLORIA SALA-VILARDELL	8.50	98.0000	833.00
STEPHANIE McDANNEL	1.00	98.0000	98.00
Fixed Rates Labor subtotal	9.50		931.00
Total Cadd			931.00

Transportation

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate MARK R. LOCH	3.00	178.0000	534.00
Technician III ANDREW SHERWOOD	3.00	115.0000	345.00
Fixed Rates Labor subtotal	6.00		879.00
Total Transportation			879.00

Municipal

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Graduate Engineer I HANNAH McMANUS	8.00	115.0000	920.00

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



Municipal

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Engineer/Architect IV JESSICA L. KATERS	3.00	175.0000	525.00
Fixed Rates Labor subtotal	11.00		1,445.00
Total Municipal			1,445.00

Subconsultant

Subconsultant

<i>Vendor Name</i>	<i>Date</i>	<i>Invoice</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
ATA National Title Group, LLC	9/28/2019	63-19662058- SSP	275.00	1.00	275.00
Total Subconsultant					275.00

Total Project: 0037190022 - Safe Routes to School - Design	3,691.00
---	-----------------

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA MICHIGAN 48150 1512

T 734.522.6711
E 734.522.6427

OHM Advisors



INVOICE

Invoice Date: **September 6, 2019**

Additional Info:

Other Title #: **Job Number: 0037-19-0020**

File Number: **63-19662058-SSP**

Property Address: **14400 Ten Mile, Oak Park, MI 48237**

RE:

To:
OHM Accounts Payable 34000 Plymouth Road Livonia, MI 48150

From:
ATA National Title Group, LLC 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Description	Amount
Search - Title Information Rep 2300 MI - Basic	\$275.00

Total Premium: \$275.00

Please Remit To and/or For Closing Information, Please Contact:

ATA National Title Group, LLC

36800 Gratiot Avenue

Clinton Township, MI 48035

Ph:(586) 463-7200 Fax:(586) 463-6114

Thank you!



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

Invoice Date: 11/18/2019
Invoice #: 209558
Project: 0037-19-0022

Project Name: Safe Routes to School - Design

For Professional Services Rendered through: 11/9/2019

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Survey	18,000.00	16,627.50	1,372.50	1,970.00
Cadd	5,000.00	2,405.00	2,595.00	3,285.50
Transportation	46,900.00	12,896.50	34,003.50	1,481.75
Municipal	8,500.00	11,904.25	0.00	0.00
Subconsultant	600.00	550.00	50.00	0.00
Amount Due This Invoice **	79,000.00	44,383.25	34,616.75	6,737.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 11/18/2019
Invoice #: 209558
Project: 0037-19-0022

Survey

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Surveyor III ANDREW W. SCHRIPSEMA	1.00	158.0000	158.00
Surveyor I IAN SULLIVAN	5.00	82.0000	410.00
Surveyor II IAN THOMAS	3.50	102.0000	357.00
Surveyor III LOUIS HEATH	4.50	110.0000	495.00
MATTHEW HOPE	5.00	110.0000	550.00
Fixed Rates Labor subtotal	19.00		1,970.00
Total Survey			1,970.00

Cadd

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician I JEFFREY EVANS	6.00	78.0000	468.00
Technician II GLORIA SALA-VILARDELL	28.75	98.0000	2,817.50
Fixed Rates Labor subtotal	34.75		3,285.50
Total Cadd			3,285.50

Transportation

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate MARK R. LOCH	1.00	178.0000	178.00
Graduate Engineer III CARA KENNEDY	4.50	130.0000	585.00

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



Transportation

Fixed Rates Labor

Classification / Employee Name

Hours

Rate

Amount

Technician III

ANDREW SHERWOOD

6.00

115.0000

690.00

PEGGY C. ROBERTS

0.25

115.0000

28.75

Fixed Rates Labor subtotal

11.75

1,481.75

Total Transportation

1,481.75

Total Project: 0037190022 - Safe Routes to School - Design

6,737.25

REMIT TO:

OHM Advisors

34000 PLYMOUTH RD

LIVONIA, MICHIGAN 48150-1512

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 11/14/2019
Invoice #: 209406
Project: 0037-19-0010

Project Name: Nine Mile Road Diet Construction Engineering

For Professional Services Rendered through: 11/2/2019

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
0037190010 Construction Engineering Professional Services	194,000.00	184,269.00	9,731.00	9,719.50
Amount Due This Invoice **	194,000.00	184,269.00	9,731.00	9,719.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 11/14/2019
Invoice #: 209406
Project: 0037-19-0010

0037190010 Construction Engineering Professional Services

Fixed Rates Labor

Classification

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Grad. Arch./Landscape Arch. I	0.50	35.0000	17.50
Technician II	99.00	98.0000	9,702.00
			<hr/>
	Fixed Rates Labor subtotal	99.50	9,719.50
			<hr/>
	Total Construction Engineering Professional Services		9,719.50

Total Project: 0037190010 - Nine Mile Road Diet Construction Engineering **9,719.50**

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 10/18/2019
Invoice #: 208550
Project: 0037-19-0010

Project Name: Nine Mile Road Diet Construction Engineering

For Professional Services Rendered through: 10/5/2019

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
0037190010 Construction Engineering Professional Services	194,000.00	170,232.25	23,767.75	14,036.75
Amount Due This Invoice **	194,000.00	170,232.25	23,767.75	14,036.75

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 10/18/2019
Invoice #: 208550
Project: 0037-19-0010

0037190010 Construction Engineering Professional Services

Fixed Rates Labor

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	0.50	178.0000	89.00
Grad. Arch./Landscape Arch. I	7.25	95.0000	688.75
Graduate Engineer II	12.00	125.0000	1,500.00
Graduate Surveyor	9.00	113.0000	1,017.00
Professional Surveyor III	3.00	158.0000	474.00
Surveyor I	8.00	82.0000	656.00
Surveyor III	7.00	110.0000	770.00
Technician II	82.75	98.0000	8,109.50
Technician III	3.50	115.0000	402.50
Technician IV	2.50	132.0000	330.00
			<hr/>
	Fixed Rates Labor subtotal	135.50	14,036.75
	Total Construction Engineering Professional Services		<hr/> 14,036.75

Total Project: 0037190010 - Nine Mile Road Diet Construction Engineering **14,036.75**

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 11/14/2019
Invoice #: 209404
Project: 0037-15-0091

Project Name: AMP GIS Support

For Professional Services Rendered through: 11/2/2019

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Work Order System	10,000.00	7,379.75	2,620.25	747.50
Operations Dashboard	2,000.00	644.00	1,356.00	132.00
Mobile Application	4,000.00	1,331.50	2,668.50	132.00
Amount Due This Invoice **	186,000.00	179,167.58	6,832.42	1,011.50

REMIT TO:

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34000 PLYMOUTH RD
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CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 11/14/2019
Invoice #: 209404
Project: 0037-15-0091

Work Order System			
Fixed Rates Labor			
<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	6.50	115.0000	747.50
Total Work Order System			747.50
Operations Dashboard			
Fixed Rates Labor			
<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician IV	1.00	132.0000	132.00
Total Operations Dashboard			132.00
Mobile Application			
Fixed Rates Labor			
<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician IV	1.00	132.0000	132.00
Total Mobile Application			132.00
Total Project: 0037150091 - AMP GIS Support			1,011.50

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

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 F 734.522.6427

OHM-Advisors.com

MERCHANT'S LICENSES - NOVEMBER 4TH, 2019

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
RENEWALS	ADDRESS	FEES	BUSINESS TYPE
ACME LADDER & SUPPLY	10101 CAPITAL	\$150.00	WHOLESALE INDUSTRIAL SUPPLY
BRUTTELL ROOFING	10821 CAPITAL	\$150.00	ROOFING CONTRACTOR
REB RESEARCH CONSULTING	12851 CAPITAL	\$150.00	PRODUCER OF HYDROGEN PURIFIERS AND MEMBRANE REACTORS
SUNUGAL HAIR BRAIDING	22131 COOLIDGE	\$150.00	HAIR BRAIDING
SAVE - A - LOT	23105 COOLIDGE	\$150.00	RETAIL GROCERY STORE
H2O LIFE	24705 COOLIDGE	\$150.00	MARTIAL ARTS SCHOOL
AQUATIC SOLUTIONS PHYSICAL THERAPY	25591 COOLIDGE	\$150.00	PHYSICAL THERAPY CLINIC
J & D AUTO SERVICE	13051 CAPITAL	\$150.00	AUTO REPAIR AND SERVICE
DR. SALWAN FRANCIS, DDS	24621 COOLIDGE	\$150.00	GENERAL DENTIST OFFICE
STANLEY UPHOLSTERING INC	25651 COOLIDGE	\$150.00	FURNITURE REPAIR AND RE-UPHOLSTERY
SHELL CLEANERS & TAILOR	25905 COOLIDGE	\$150.00	CLEANERS & TAILOR
STEPPIN OUT ON FAITH LEARNING	25941 COOLIDGE	\$150.00	CHILDCARE CENTER
MOULDEN AGENCY LLC	26013 COOLIDGE	\$150.00	INSURANCE AGENCY
CARING DENTISTRY	26021 COOLIDGE	\$150.00	DENTAL OFFICE
OAK PARK BARBERS	26003 COOLIDGE	\$150.00	BARBERSHOP
MARK A WOLFSON, DDS	26601 COOLIDGE	\$150.00	GENERAL DENTIST OFFICE
F.I.R.M	13691 ELEVEN MILE	\$150.00	FINANCIAL SERVICES
CUSTOM CONCEPT COLLISION	14051 ELEVEN MILE	\$150.00	AUTO BODY REPAIR SERVICES
ARKK ENGINEERING	14251 ELEVEN MILE	\$150.00	SYSTEM DESIGN AND INTEGRATION
QUALITY CAR WASH II	14421 ELEVEN MILE	\$150.00	CAR WASH
SEERCO INC	14441 ELEVEN MILE A	\$150.00	GENERAL CONTRACTOR
CURT'S SERVICE	14611 ELEVEN MILE	\$150.00	AUTO/TRUCK REPAIR
REGAL WINES	14721 ELEVEN MILE	\$150.00	WHOLESALE WINE DISTRIBUTION
SPECTRUM AUTOWORKS LLC	14799 ELEVEN MILE	\$150.00	COLLISION REPAIR SHOP, USED CAR DEALER
MARBLECAST INC	14831 ELEVEN MILE	\$150.00	KITCHEN AND BATH PRODUCTS
JAX KAR WASH	26641 HARDING	\$150.00	CAR WASH
VINT II	15075 LINCOLN 104	\$150.00	CONVIENIENT STORE
HAYNES ENTERPRISE	21171 MEYERS	\$150.00	TRUCKING COMPANY
LITTLE CAESAR #30	8801 NINE MILE	\$150.00	PIZZA PLACE
E Z PETROLEUM 4 INC	13551 NINE MILE	\$150.00	GAS STATION
LIGHTHOUSE LIQUOR	13651 NINE MILE	\$150.00	LIQUOR STORE
DOMINO'S PIZZA	13735 NINE MILE	\$150.00	PIZZERIA
GOBIND L GARG, MD	13801 NINE MILE	\$150.00	INTERNAL MEDICINE
K & F MEAT MARKET	13911 NINE MILE	\$150.00	MEAT MARKET AND INTERNATIONAL FOODS
MIGHTY MO MUFFLERS	13941 NINE MILE	\$150.00	AUTOMOTIVE SERVICE
YOUSIF GORIEL, MD	15351 NINE MILE A	\$150.00	GENERAL SURGEON
THE LASALLE GROUP	13201 NORTHEND	\$150.00	GENERAL CONTRACTOR
DIVERSIFIED SPEC SALES	13261 NORTHEND	\$150.00	PLUMBING REP.
SCOTIA STOP	12701 TEN MILE	\$150.00	LIQUOR-BEER-WINE STORE
PARKWOOD OPEN IMAGING	13161 TEN MILE	\$150.00	DIAGNOSTIC IMAGING
DOLLAR VILLAGE DISCOUNT	13201 TEN MILE	\$150.00	DISCOUNT STORE
SAHNI'S INC	13251 TEN MILE	\$150.00	WOMENS CLOTHING STORE
SHOE RACK OUTLET	13291 TEN MILE	\$150.00	DISCOUNTED SHOE AND ACCESSORY STORE
JADE PALACE RESTAURANT	13351 TEN MILE	\$150.00	CHINESE RESTAURANT
LA INSURANCE AGENCY	13381 TEN MILE	\$150.00	INSURANCE AGENCY
OAK PARK DIALYSIS	13481 TEN MILE	\$150.00	MEDICAL

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.

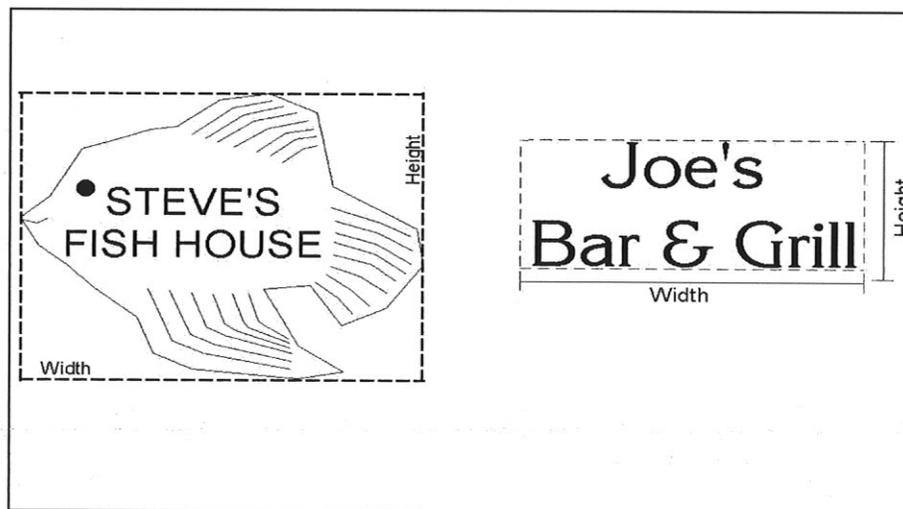
B. Design and Construction. Signs, as permitted in the various zoning districts, shall be designed to be compatible with the character of building materials and landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein.

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.

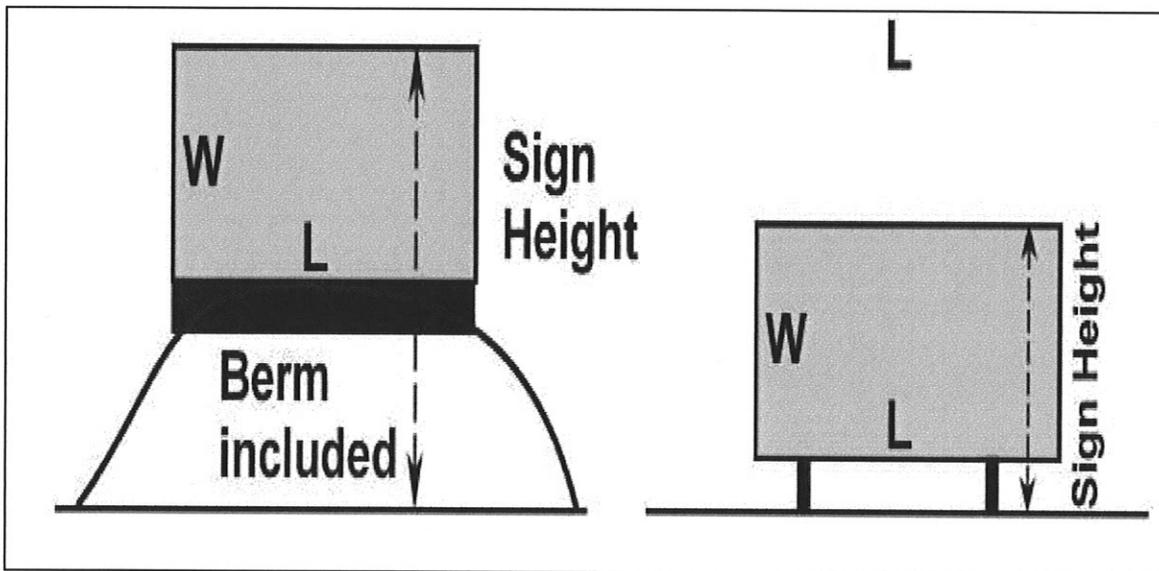
- E. All signs, including any cables, guy wires, or supports shall have a minimum clearance of four (4) feet from any electric fixture, street light, or other public utility pole or standard.
- F. Sign Area. Measurement of allowable sign area is as follows:
1. The allowable area for signs shall be measured 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:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 2, 2019

AGENDA #

SUBJECT: Michigan Indigent Defense (MIDC) Grant

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 for the second year in a row to complete a Compliance Plan. The Commission has approved our plan for compliance, and therefore, a grant for the cost to come into compliance, of **\$454,539.17**.

RECOMMENDED ACTION: Request City Council approval of Grant Contract for the Michigan Indigent Defense

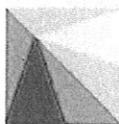
APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS:



MICHIGAN INDIGENT
DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

Fiscal Year 2020 Grant Contract

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

Grant Reporting and Webinars

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

Upcoming Commission Meetings

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, www.michiganidc.gov, in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, www.michiganidc.gov/grants, where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

s/Loren Khogali

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Phone: (517) 275-2845/Email: khogalil@michigan.gov

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
The City of Oak Park

GRANTEE/ADDRESS:

Erik Tungate
City Manager
14000 Oak Park Blvd.
Oak Park, MI 48237
248-691-7410

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square
Lansing, MI 48933
517-657-3060
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: \$515,430.00

FY 20 State Grant Contribution: \$454,539.17
FY 20 Local Share Contribution: \$42,169.76
FY 19 Prior Year Unspent Funds: \$18,721.07

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0047800

GRANT

This is Grant # 2020-11 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and the City of Oak Park (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

- H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval

by MIDC staff, but must be reported quarterly in the next financial status report.

- 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
- 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$473,260.24.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2020
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;
Expenditures for the reporting period by budget category;
Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget

categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/19–12/31/19 -- January 31, 2020
2nd FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020
3rd FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020
Final FSR and compliance report for 7/1/20-9/30/20 – October 31, 2020

1.5 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit the Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Erik Tungate, City Manager
City of Oak Park

Date

GRANT NO. 2020-11

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Compliance Planning Costs

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

Are you submitting a worksheet for planning costs? Yes | No

If yes, do you have receipts showing that non-funding unit employees have been paid?

Yes | No

Submitter Information

Funding Unit/System Name: City of Oak Park/45th District Court

Submitted By (include name, title, email address and phone number):

Crystal VanVleck, Director of Strategic Planning & Special Projects,
cvanvleck@oakparkmi.gov, (248) 691-7410

Local Share

Please Note: Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

Any change or corrections to your baseline local share calculation from FY19?

Yes | No

If yes, please explain:

Attachments Submitted

- ✓ Have you attached your FY20 cost analysis? X Yes | No
- ✓ Did you submit a list of the attorneys providing services? X Yes | No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? Yes | No
- ✓ Have you attached your revised local share certification (with CPI increase)?
 Yes | X No
- ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application.

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2019: As of April 29, 2019 there are 29 counsel on our list. This number is subject to change as the court's needs change.

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019: There are two attorneys with less than 2 years of Michigan criminal defense experience.

Any changes in your training plan from FY19? Yes | X No

Oakland County Bar Association continues to provide all necessary training.

If yes, please describe:

Any changes in your funding needs from FY19 for this standard? X Yes | No

If yes, please describe:

Yes, but those funding changes should be provided by Oakland County.

Standard 2

Initial Attorney meetings

How and when are defense attorneys notified of new assignments?

Attorneys are notified in person at the time of the appointment.

How are you verifying that in-custody attorney visits occur within three business days?

Right now we use a King/Queen system, so attorneys meet their clients in court if they're continuing on a case. Attorneys are expected to interview their clients and perform all necessary investigations.

How are you verifying introductory communications from the attorney with defendants who are not in custody?

See above.

How are you compensating attorneys for this standard? Please provide details:

Attorneys are typically appointed during their scheduled house counsel time, which we compensate at a minimum of \$100 an hour

Any change in the initial interview procedure from your FY19 plan? Yes | No

If yes, please explain:

As we transition to using an Indigent Counsel Coordinator (ICC) we will move toward a pre-assignment approach. The ICC will be responsible for notifying assigned counsel of specific assignments and follow-up with all counsel to ensure that interviews are completed within three business days for in-custody defendants. The ICC will also assign counsel for out-of-custody defendants and ensure that those meetings take place promptly. The ICC will require assigned counsel to complete an affidavit acknowledging their efforts to contact the defendant to ensure compliance with this standard.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Any change from your FY19 funding needs for initial interviews? Yes | No

If yes, please explain:

Yes, we are requesting additional funds for completing the initial interview. In last year's budget we included funds for the initial interview with our overall request for attorney's fees for house counsel. As we transition to a pre-assignment approach we are budgeting funds separately for some initial interviews in the amount of \$15,600 for attorney's fees for initial interviews.

Confidential Meeting Spaces

Are there confidential meeting spaces in the jail? Yes | No

Please explain or describe:

There is confidential meeting space available for in-custody defendants housed in the Oak Park jail.

Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients? Yes | No

Please explain or describe:

We anticipate that as of the beginning of MIDC Fiscal Year 2019-20, we will be in compliance with Standard 2. As the MIDC is aware, the 45th District Court is currently constructing confidential meeting space for both in-custody and out-of-court defendants. We anticipate construction will be complete by October 1, 2019.

Any change from the FY19 plan for meeting spaces? Yes | No

Please explain or describe:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Yes. We asked for a grant increase in the current fiscal year plan to pay for the costs of constructing meeting spaces for in-custody and out-of-custody defendants, but were denied. The MIDC approved a reallocation of a partial estimated cost of construction from our overall grant request. We reserved the right to ask for additional funds to cover the full cost of construction if our current budget could not sustain the costs.

Any change in FY19 funding needs for meeting spaces? Yes | No

Please explain or describe:

See above.

If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

As the MIDC is aware, our original plan included the costs associated with temporary work-arounds to comply with Standard 2. Our budget was subsequently amended to allow us to dedicate dollars towards construction of permanent spaces that will comply with Standard 2 as part of the larger renovation project of the 45th District Court. We anticipate that the construction of the two spaces required for Standard 2 will be completed by October 1, 2019.

Standard 3

Experts and Investigators

Do you have a written policy for requesting experts or investigators? Yes | No

If yes, please explain or attach:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Any change in the process from FY19? Yes | No

If yes, please explain:

Any change in your funding needs for Standard 3 from FY19? Yes | No

If yes, please explain:

We increased the cost of experts to \$10,000 as we anticipate attorneys to request experts more frequently. We have already encountered an attorney requesting an expert at a cost that we felt was exceedingly high and our current budget could not sustain.

Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and other critical stages? Please provide details:

We are now scheduling attorneys to be present at all arraignments. We also have attorneys scheduled at all pre-trial appearances. If necessary, and/or requested by the defendant, counsel is appointed to represent a defendant at all subsequent stages of the case. For prisoners being arraigned from the Oakland County Jail, Oakland County is providing attorneys at the jail to satisfy counsel at first appearance.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. Yes | No

If yes, please provide details:

We accept pleas by mail, by online payment, or at the counter for payable misdemeanors or if the defendant is incarcerated or out of state.

How are you calculating compensation for this standard? Please provide details:

We currently schedule arraignments for in-custody and walk-in arraignments twice a day. We are currently budgeting for attorneys twice a day in two-hour blocks of time, and paying the attorneys at a rate of a minimum of \$200 for their time. We schedule a combined arraignment/pre-trial for all other criminal matters during regularly scheduled dockets. We have house counsel scheduled and available for defendants during all regularly scheduled criminal dockets. We currently pay a minimum of \$275 dollars for 2.75 hours of attorney time. We pay hourly for anything over 2.75 hours at a rate of \$100 dollars per hour. In the current fiscal year, for arraignments handled by Oakland County, we budgeted for 408 arraignments at \$67.13 an hour. Unfortunately, we omitted budgeting for Oakland County arraignments handled on behalf of the 45th District Court on weekends.

Will there be any change in this process from FY19? Yes | No

If yes, please explain:

We plan to increase the amount of time scheduled from two hours to two and a half hours twice a day for in-custody and walk in arraignments. We plan to schedule attorneys in four hour blocks during our regularly scheduled dockets rather than 2.75 hours.

Any change in how you are paying attorneys for this standard from FY19? Yes | No

If yes, please explain:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

We are budgeting to pay attorneys for in-custody and walk-in arraignments a minimum of \$250 twice a day. We plan to continue holding these arraignments twice a day. We are budgeting to pay attorneys \$400 for a 4 hour regularly scheduled criminal docket. We are making these changes in order to provide better, less hurried representation for our defendants. We believe that increased time and pay attracts more experienced and committed attorneys who will want to remain as part of our appointed in-house counsel program. As attorneys are meeting the requirement of initial interview, in court we need additional hours to meet the needs of all defendants.

Will there be any change in your funding needs for this standard from FY19?

Yes X | No

If yes, please explain:

Yes, we are increasing our request to reflect the increased number of attorney hours at the 45th District Court. In addition, we are increasing our request for attorneys provided by Oakland County for arraignments held at the Oakland County jail. Oakland County has increased its cost per arraignment and our budget request reflects both that increase and the addition of attorneys assigned to handle weekend arraignments at the 45th District Court, which was previously excluded.

Personnel

Any personnel positions/hours eliminated or reduced from FY19? Yes | X No

If yes, please explain:

Any additional positions/hours requested from FY19? X Yes | No

If yes, please explain:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

We are requesting funds to contract for Indigent Counsel Coordinators. We are confident that the position is necessary to fulfill the requirement of independence from the judiciary. Indigent Counsel Coordinators will be responsible for operating the Indigent Defense Program and ensuring compliance with MIDC Standards and grant reporting requirements. The Coordinators will be responsible for all aspects of implementing and tracking our compliance plan including, but not limited to scheduling attorneys, tracking education requirements, overseeing attorney compensation, verifying counsel at first appearance and all critical stages, and working closely with the court and the funding unit. We are requesting \$85,000 for this contract.

Any change in fringe benefits from FY19? Yes | No

If yes, please explain:

Supplies & Other

Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

We are included a cost of \$1,400 for supplies, which includes \$1,000 for typical office supplies necessary throughout the year, as well as \$400 for signage above client interview rooms.

Indigent Defense System Budget
Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) Oak Park

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding Sources	Total
Category Summary		0.00%	0.00	0.00	0.00	0.00

Contractual

Contracts for Attorneys	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
In House Counsel	daily assigned counsel	1260 x \$100/hour	\$ 126,000.00	\$ 126,000.00			\$ 126,000.00
Counsel at First Appearance/Arraignments	arraignment counsel	1300 x \$100/hour	\$ 130,000.00	\$ 87,830.24	\$ 42,169.76		\$ 130,000.00
Initial Interviews	intial interview	156 x 100/hour	\$ 15,600.00	\$ 15,600.00			\$ 15,600.00
Appointed Counsel fees	continuing representation	1000 x 100/hour	\$ 100,000.00	\$ 100,000.00			\$ 100,000.00
Category Summary			\$ 371,600.00	\$ 329,430.24	\$ 42,169.76	\$ -	\$ 371,600.00

Contracts for Experts and Investigators	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Investigators - tbd or name	Investigation services	\$75 x 60 hrs	\$ 4,500.00	\$ 4,500.00			\$ 4,500.00
Experts	Expert services	at MIDC Guideline rates	\$ 10,000.00	\$ 10,000.00			\$ 10,000.00
Category Summary			\$ 14,500.00	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary \$ - \$ - \$ - \$ - \$ -

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Oakland County Jail Arraignment	Arraignments for in-custody @ Oakla	Estimated cost per OCJ Arraignm	\$ 37,730.00	\$ 37,730.00			\$ 37,730.00
Indigent Counsel Coordinators		up to \$100 hr	\$ 85,000.00	\$ 85,000.00			\$ 85,000.00

Category Summary \$ 122,730.00 \$ 122,730.00 \$ - \$ - \$ 122,730.00

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Browser ROA Inquiry Software	DMC Technological Group, INC		\$ 5,200.00	\$ 5,200.00			\$ 5,200.00

Category Summary \$ 5,200.00 \$ 5,200.00 \$ - \$ - \$ 5,200.00

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Attorney Training	Oakland County	costs absorbed by Oakland County					

Category Summary 0.00 0.00 0.00 0.00 0.00

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Supplies for Indigent Counsel Coordinator			\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
2 Signs for Client Interview Rooms		2 x \$200	\$ 400.00	\$ 400.00			\$ 400.00

Category Summary \$ 1,400.00 \$ 1,400.00 \$ - \$ - \$ 1,400.00

Budget Total \$ 515,430.00 \$ 473,260.24 \$ 42,169.76 \$ - \$ 515,430.00

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

**VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective October 1, 2019**

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)**

SELECT HIGH COST CITY LIST

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts-Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard	
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
FINANCIAL STATUS REPORT**

1. Name and Address of Grantee	2. Funding Unit(s)	3. Grant Number	4. Grant/Contract Period From: _____ To: _____						
	5. Current Report Period From: _____ To: _____	6. Final Report YES _____ NO _____	7. Total Grant Amount State Grant _____ Local Share _____						
Contracts									
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements									
a. Received this reporting period \$0.00									
b. Received to date \$0.00									
10. Remarks	11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments. _____ authorizing signature date				12. MIDC Approval _____ Grant Manager's Signature Date				
	_____ position email/phone contact				_____ State Office Admin. Signature Date				



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 2, 2019

SUBJECT: Sale of Planter Boxes

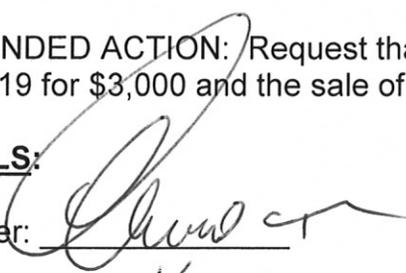
DEPARTMENT: Economic Development & Communications

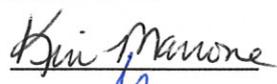
SUMMARY: The Economic Development & Communications Department has received an offer to purchase 10 of the 20 planter boxes owned by the City. The buyer would also like to purchase the remaining 10 planter boxes sometime in 2020. The planter boxes were purchased over 3 years ago in the amount of \$595 each. In discussion with the City Manager and the Finance Department it is acceptable to sell them at \$300 each with approval from City Council. It is recommended that City Council approve the sale of the 10 planter boxes in 2019 as well as selling the remaining 10 planter boxes in 2020. Planters are sold as-is and will be moved by the purchaser. The funds will be used to purchase new planter that will match the ones purchased on Nine Mile Rd.

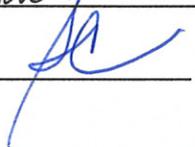
FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Request that city council approve the sale of planter boxes in 2019 for \$3,000 and the sale of 10 planter boxes in 2020 for \$3,000.

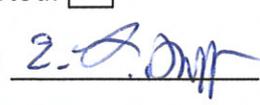
APPROVALS:

City Manager: 

Department Director: 

Director of Finance: 

Budgeted:

Legal: 

EXHIBITS:

Invoice

