

Oak Park

City Council Agenda

April 20, 2020





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
April 20, 2020
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. 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 City Council Meeting Minutes of April 6, 2020

B. Request to approve a one-year lease extension for 13650 Oak Park Blvd., Suite A to Hatzalah of Michigan

5. RECOGNITION OF VISITING ELECTED OFFICIALS

6. SPECIAL RECOGNITION/PRESENTATIONS: None

7. PUBLIC HEARINGS:

A. Public Hearing to receive public comments regarding the request by Dog and Pony Show Brewing, Kyle Gierada, 14661 W. 11 Mile, for the issuance of a License Permitting the Consumption of Alcoholic Liquor on the Premises of a Restaurant Operation or a Microbrewery

B. Resolutions approving issuance of a Microbrewing License to Dog and Pony Show Brewing at 14661 W. 11 Mile, Oak Park Michigan 48237

8. COMMUNICATIONS: None

9. SPECIAL LICENSES: None

10. ACCOUNTING REPORTS:

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$15,487.05

11. BIDS:

12. ORDINANCES: None

13. CITY ATTORNEY:

14. CITY MANAGER:

Public Safety

A. Public Safety National Police Week

Administration

- B. Coronavirus Update
- C. Extension and revision of City directives
- D. Resolution approving language for proposals to be included on the ballot for the August 4, 2020 Primary Election

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
April 6, 2020
7:00 p.m.**

MINUTES

The virtual meeting was called to order at 7:00 p.m. by Mayor McClellan. Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor ProTem Burns, Council Member Weiss,
Council Member Edgar, Council Member Radner

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-04-090-20 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-04-091-20 (AGENDA ITEM #5A-E) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes of March 16, 2020 **CM04-092-20**
- B. Special City Council Meeting Minutes of March 16, 2020 **CM-04-093-20**
- C. Planning Commission Meeting Minutes of February 10, 2020 **CM-04-094-20**
- D. Board of Review Meeting Minutes of March 9, 2020 **CM-04-095-20**
- E. Payment Application No. 3 for the 2019-20 Water Main Replacement Project, M-704 to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of \$85,197.60 **CM-04-096-20**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Department of Technical and Planning

CM-04-097-20 (AGENDA ITEM #14A) REQUEST TO ADOPT A RESOLUTION APPROVING A RIGHT-OF-WAY AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR USE OF MDOT PROPERTY AT THE Z03 PLAZA BRIDGE AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY - APPROVED

Motion by Burns, Seconded by Weiss, CARRIED UNANIMOUSLY, to adopt a resolution approving a Right-of-Way agreement (19-5529) with the Michigan Department of Transportation (MDOT) for use of MDOT property at the Z03 Plaza Bridge and to authorize the City Manager to sign the agreement on behalf of the City.

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

MOTION DECLARED ADOPTED

CM-04-098-20 (AGENDA ITEM #14B) REQUEST TO APPROVE AGREEMENTS WITH THE ROAD COMMISSION FOR OAKLAND COUNTY FOR OPERATING COSTS AND MAINTENANCE OF TRAFFIC SIGNAL IMPROVEMENTS INSTALLED WITH THE SAFE ROUTES TO SCHOOL GRANT AND TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENTS ON BEHALF OF THE CITY - APPROVED

Motion by Weiss, Seconded by Burns, CARRIED UNANIMOUSLY, to approve agreements (Signal No: 1554 and Signal No: 1555) with the Road Commission for Oakland County for operating costs and maintenance of traffic signal improvements installed with the Safe Routes to School Grant and to authorize the Mayor to sign the agreements on behalf of the City.

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

MOTION DECLARED ADOPTED

Administration

(AGENDA ITEM #14C) City Manager Update.

City Manager Tungate provided updates on matters related to the coronavirus outbreak and the City of Oak Park. He thanked residents and city staff for doing their part during the pandemic. He also reviewed internal city procedure modifications that have been implemented.

CALL TO THE AUDIENCE:

County Commissioner Helaine Zack provided information pertaining to Oakland County.

Council responded to various questions and comments posed on the chat portion of the meeting.

There were no zoom participants who wished to speak.

City Clerk Norris reported there were no comments submitted via e-mail.

CALL TO THE COUNCIL:

Mayor Pro Tem Burns reminded everyone to please stay healthy and wished them a good night.

Council Member Edgar asked everyone to please be safe by staying home and to encourage others to practice social distancing.

Council Member Radner thanked the public for doing their part in fighting the COVID-19 pandemic.

Council Member Weiss thanked everyone for tuning in and thanked various groups who are on the front lines helping others. She also encouraged everyone to respond to the Census questionnaire.

Mayor McClellan encouraged everyone to please support the local restaurants that are open for carry out and delivery. She thanked City Manager Tungate for his leadership during this pandemic and also thanked the local religious leaders for abiding by the State Order and closing their places of worship.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:02 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 20, 2020

AGENDA #

SUBJECT: Proposed one-year lease extension for Hatzalah of Michigan

DEPARTMENT: Facilities – *DED*

SUMMARY: The City of Oak Park is currently leasing space (13650 Oak Park Blvd, Suite A) to the non-profit group Hatzalah of Michigan (Hatzalah). The current one-year lease expires on April 30, 2020. Hatzalah has expressed interest in extending the lease for an additional year. This would extend the lease for a period of May 1, 2020 through April 30, 2021. Hatzalah has been an ideal tenant and has occupied this space for the past three years.

RECOMMENDED ACTION: It is recommended that a one-year lease extension for 13650 Oak Park Blvd, Suite A to Hatzalah, upon review by the City Attorney's office, be approved.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *DED* _____

Finance Director: _____ *SC* _____

Budgeted:

Legal: _____ *ED* _____

EXHIBITS: Hatzalah Lease Agreement

COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on _____, between **The City of Oak Park**, a Michigan municipal corporation, with offices at 14000 Oak Park Blvd., Oak Park, MI 48237 (Lessor), and **Hatzalah of Michigan**, a Michigan Nonprofit Corporation, of 18877 W Ten Mile Rd., Ste 102, Southfield, MI 48075 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the building at 13650 Oak Park Blvd., Suite A, Oak Park, Michigan (the Building). In addition to the Building, Lessee shall have the right to use common areas and parking spaces in the adjacent parking lot. Together the Building, common areas and the use of the adjacent parking spaces are referred to as the Premises.
 - a. **License to use common areas (i.e. hallways, restrooms, parking, etc.).** The Lessor grants a license for the lease term to the Lessee, its employees, and its customers to use the parking spaces adjacent to the Building, to the extent that spaces are available. This is a license, not a leasehold. No spaces will be reserved.
 - b. **Outer Walls.** The exterior walls and roof of the Building and the area beneath said building are not demised hereunder, and the Landlord reserves the use of same together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Building and serving other parts of the Building, at such times and in such locations which will not materially interfere with Lessee's use of the Leased Premises.
2. **Term.** The term of this Lease shall be one (1) year commencing on May 1, 2020 (the Commencement Date), and expiring on April 30, 2021.
3. **Rent.**
 - a. **Base rent.** Lessee shall pay Lessor as base rent for the Premises \$9,910.00 per year, payable in equal monthly installments of \$825.83 per month commencing on the Commencement Date (\$10 per square foot annually for 991 square feet). Base rent shall include all of the utility services for the Premises, including water and sewer, gas, and electricity ("Included Utilities").
 - b. **Additional rent.** Lessee agrees that all other services contracted for by Lessee, including, but not limited to, telephone, cable, or internet services ("Other Utilities"), shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. If Lessee fails to pay the amount on or before the due date, any utility that may be levied or assessed against the leased premises, as well as the cost of any contest, review, or negotiation of an assessment by Lessor shall be immediately due and payable as additional rent.
4. **Security deposit.** Lessee shall pay a security deposit of \$825.83. The security deposit shall secure the performance of Lessee's obligations under this Lease. Lessor may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Lessee's obligations under this Lease. Any balance remaining on termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent. Lessor may commingle the security deposit with any other funds of Lessor and shall not pay any interest on the deposit held. The fact that the Landlord continues to hold the Security Deposit does not

affect the Landlord's right to possession of the Building for non-payment of rent or for any other reason.

5. **Signs.** Lessor reserves the exclusive right to the exterior of the Building, and Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole.

6. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. **Renewal of Lease.** Lessee shall have an option to request the opportunity to renew this lease on an annual basis by giving written notice of renewal to Lessor 90 days before this Lease expires ("Lessee Option"). The renewal shall be on the same terms and conditions as stated in this Lease except that the base rent during a renewal term shall be determined by mutual agreement of the parties, and shall be subject to final approval of the city council. If the parties cannot agree on the base rent by a date 30 days before the existing term of the Lease expires, this option shall terminate and the Lease shall expire at the end of the existing term. Any renewal of this lease is subject to Section 13.3 of the City Charter, requiring the affirmative vote of four or more members of the city council.

8. **Holding Over.** If the Lessee remains in possession of the Building after the Term ends, then the tenancy will be from month to month in the absence of a written agreement to the contrary, at a monthly rental rate of 125% of the monthly payment amount established in section. Either party may cancel such a tenancy on 30 days written notice to the other party. The Landlord retains the absolute right to withhold its consent to any proposed holdover.

9. **Vacation of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

10. **Keys.** When the lease term ends, the Lessee must surrender all keys to the Building to Lessor.

11. **Use.** The Premises are to be used and occupied by Lessee for the operation of office space for administration and operation of Hatzalah of Michigan and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. Residential uses are prohibited.

- a. **No illegal acts.** The Lessee may not use the Premises for any purpose that violates any law, municipal ordinance or regulation. The Lessee, at its own expense, under penalty of forfeiture and damages, must promptly comply with all law, orders, regulations, or

ordinances of all municipal, county, state, and federal authorities affecting the Premises and must obtain all necessary governmental licenses and certificates for zoning for use and occupancy of the Premises. If the Lessee breaches this paragraph, the Lessee may at its sole option terminate this lease immediately and re-enter and re-possess the Premises.

- b. Insurance.** The lessee may not do any act which is prohibited or which conflicts with any insurance policy maintained for the Building, or which will increase the existing rate for such insurance, or which will cause any such policy to be cancelled or otherwise adversely affected. The Lessor represents that, to the best of its knowledge, its insurance policy contains no clause that would be adversely affected by the normal operation of a business similar to Lessee's.
- c. Locks.** The Lessee may not change locks without the Lessor's authorization.

12. Expenses. Lessor shall pay all costs and expenses incurred in operating and managing the Building except the maintenance and repair of the interior space leased to Lessee and the Other Utilities. Lessor further agrees that any additional alterations or additions to the dimensions of the building in which the leased premises are contained shall be at the sole expense of Lessor, and shall be completed prior to the Commencement Date.

13. Repairs and maintenance. Lessor shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, plumbing systems, electrical systems, common areas and floor and including painting, structural maintenance, repair, and replacement, and for the repair and replacement of the furnace, HVAC system and hot water heater. However, any such maintenance, repairs, or replacement for the Building or Premises that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall provide janitorial services to the Premises and common areas at Lessor's sole expense. With the exception of Lessor's obligations for maintenance, repairs, and replacement, Lessee shall be obligated to repair and maintain the Premises at Lessee's expense. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition the sidewalk and driveway adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice.

14. Surrender of Premises. Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in substantially the same condition as at the Commencement Date, excepting normal wear and tear.

15. Entry and inspection. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

16. Taxes and assessments. Lessee shall pay all personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

17. **Alterations.** Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of \$5,000 shall require the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The work shall be done without injury to any structural portion of the Building and without disturbing other tenants in their use of the Building. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

18. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

19. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

20. **Insurance.** Lessor shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.

- a. *Delivery of policy.* The Lessee must deliver to the Lessor a certificate of insurance and, on request, a full copy of all insurance policies required under this lease, and proof of renewal at least 30 days before any expiration date that falls during the Term.
- b. *Lessee's failure to insure.* . If the Tenant fails to maintain and pay for any insurance which is its obligation under this lease or fails to deliver copies of policies to the Landlord, the Landlord may, at its sole option, obtain and pay for such insurance and charge the cost to the Tenant as Additional Rent. The Tenant is not released from its obligation, regardless whether the Landlord exercise such option.
- c. *Subrogation.* The Lessee and Lessor will each look to their own insurance for the recovery of insured claims. The Lessee and Lessor each waive and release all rights to recover insured claims from the other, by anyone claiming through them, including their respective insurers, by way of subrogation or otherwise. This release and waiver remains effective even if either party fails to obtain insurance as required by this lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

21. **Lessee's liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or

omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

22. Destruction of Premises. If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

23. Mutual releases. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

24. Condemnation. If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

25. Indemnity. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Lessee's use of the Premises, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

26. Default and reentry. If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to

relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee remaining uncured for 30 days after written notice by Lessor to Lessee thereof, by giving written notice of the termination to Lessee.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation after written notice thereof and a 30 day opportunity to cure, make or cause repairs to be made and defaults to be cured, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

27. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed as long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation regarding a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

28. Notices. Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

29. Lessee's possession and enjoyment. Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

30. Holding over. If Lessee does not vacate the Premises at the end of the term specified in this Lease or exercise the Lessee Option, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental rate.

31. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

32. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

33. **Fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

34. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

35. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

35. **Effective date.** This Lease shall be effective as of the date first stated above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

LESSEE

Hatzalah of Michigan,
A Michigan Nonprofit Corporation

By: /s/ _____

Its: _____

LESSOR

The City of Oak Park
A Michigan Municipal Corporation

By: _____
Marian McClellan, Mayor

By: _____
Erik Tungate, City Manager

By: _____
T. Edwin Norris, City Clerk

Dated: _____

Approved as to form:

Ebony L. Duff
Oak Park City Attorney

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: April 15, 2020

RE: Approval of the Microbrewery License Application for Dog and Pony Show Brewing, LLC (Kyle Gierada) 14661 W. 11 Mile

PURPOSE(S) OF ACTION:

To consider the approval of the issuance of a Microbrewery License for the above-described establishment.

BACKGROUND/KEY ISSUES/CONTRIBUTING FACTORS:

Chapter 6, captioned Alcoholic Liquor, Article III, entitled Regulation of On-the-Premises Consumption of the Code of Ordinances in Section 6-54. - Licensing policy, specifies that an applicant for a license must obtain approval from both the State of Michigan and the City of Oak Park, that new licenses and transfers of licenses into the City require the prior approval of the City Council and that no person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park, Michigan without first obtaining a special land use approval, as required by the Zoning Act and entering into a contract with the City.

Sec. 6-56. - Application for license, outlines the process for obtaining a Microbrewery License from the City.

Sec. 6-58. - Review procedures, requires that the City Clerk distribute an application for a Microbrewery License to the appropriate departments for certifications by the Director of Technical and Planning Services that the building or structures to which the License will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted, that the location is appropriately zoned for the proposed use and that any required zoning approvals, including site plan approval, have been applied for or obtained and certification by the Director of Public Safety that the proposed Licensee(s) is/are of good moral character and that the Licensed Premises are in compliance with all applicable fire safety regulations. In addition, given that Subsection (c) (17) specifies that one of the review factors to be considered when analyzing a request for a license or related permit(s) is whether the applicant is delinquent on any taxes or other payment obligations to the City, as part of its review process the Administration requires certification from the Finance Director or their designee that the proposed Licensee(s) is not in default on any obligations due the municipality and/or Oakland County (for anything that was transferred by the City to the County for collection).

Further, Subsection (b) (1) of Sec. 6-58 provides that when a completed application and fee have been received, the city council shall schedule a public hearing to consider the request for a new license and related permit(s). Subsection (e) then specifies that after review by staff and

recommendation, and a public hearing, if the City Council is satisfied that the establishment or operation will provide a benefit to the City and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. Approval of the license shall be conditioned on any necessary remodeling or new construction for the use of the license be completed within six (6) months of the action of the City Council or the Michigan Liquor Control Commission approving such license, whichever last occurs. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation. The Ordinance also includes provisions addressing the issuance of entertainment permits along with other regulatory provisions.

Sec. 1930 of the Zoning Ordinance addresses Microbrewery's and provides that such establishments may be permitted in certain zoning districts upon review of a special land use request by the Planning Commission. At its meeting held on February 10, 2020 the City of Oak Park Planning Commission approved the Request of Dog and Pony Show Brewing, LLC (Kyle Gierada) located at 14661 W. 11 Mile for Special Land Use to Operate a Microbrewery.

Dog and Pony Show Brewery, LLC has applied to the Michigan Liquor Control Commission for a Micro Brewer License at 14661 W. 11 Mile which is subject to City Council approval of its application. Prior to issuing a Micro Brewer License the Liquor Control Commission pursuant to MCL 436.1501 requires local government approval in the form of a resolution from the local legislative body. In addition, as outlined above, the Applicant has filed the requisite documents as confirmed in the attached Microbrewery License Requirements Checklist to seek the issuance of a license by the City permitting the operation of a microbrewery on the premises.

As stated previously, pursuant to Sec. 6-58 of the Code, when a completed application has been received the City Council shall schedule a public hearing to consider the request for a new license and related permit(s). In reference to the Application from Dog and Pony Show Brewery, LLC located at 14661 W. 11 Mile we are requesting that the Public Hearing on the Application be held at the April 6, 2020 Regular Meeting at 7:00 P.M. or as soon thereafter as the matter may be heard.

It is the recommendation of the Administration, subject to any comments, conditions, and/or explanations contained in the Microbrewery License Requirements Checklist which are incorporated and/or specified in the attached proposed Resolution Approving the Application of Dog and Pony Show Brewing, LLC (Kyle Gierada) for the establishment, located at 14661 W. 11 Mile for a Microbrewery License that at the conclusion of the Public Hearing after analyzing the review factors specified in Sec. 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license(s)/permit(s)) the City Council adopt resolutions approving the issuance of the licenses by both the Michigan Liquor Control Commission and the City of Oak Park.

SUPPORTING DOCUMENTATION/INFORMATION ATTACHED:

1. Requirements Checklist for a Microbrewery License

2. Proposed Local Government Approval Resolution for the Michigan Liquor Control Commission
3. Proposed Resolution Approving the Application of Dog and Pony Show Brewing, LLC (Kyle Gierada) for the establishment, located at 14661 W. 11 Mile for a City of Oak Park Microbrewery License.

xc: T. Edwin Norris, City Clerk
Kimberly Marrone, Director of the Department of Community and Economic Development

CITY OF OAK PARK, MICHIGAN

**REQUIREMENTS CHECKLIST FOR A LICENSE PERMITTING
THE CONSUMPTION OF ALCOHOLIC LIQUOR ON THE PREMISES
OF A RESTAURANT OPERATION OR A MICROBREWERY**

The following checklist is intended to assist the elected and appointed representatives of the City of Oak Park, Michigan in determining whether an applicant for a License Permitting the Consumption of Alcoholic Liquor On the Premises of a Restaurant Operation or a Microbrewery (hereinafter referred to as License) from the municipality has provided all of the required documentation and/or information as specified in the City's License Application Process and pursuant to **Article III, Sections 6-51 – 6-68** and **Ordinance No. O-13-597 (Zoning Ordinance)** of the Code of Ordinances, City of Oak Park, Michigan.

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

Remittance of Application Fees

- New On-Premises Consumption or Full Transfer of Ownership: \$800.00
- Adding Additional Owners to a License for On-Premises Consumption: \$200.00
- Special Land Use Site Plan Review: \$600.00
- Background Check: \$75.00
- Annual Renewal: \$250.00

B. Distance Compliance Certification

- Issued Pending

C. Request for Special Land Use to Operate a Restaurant that Serves Alcoholic Liquor

- Approved by the City of Oak Park Planning Commission at its meeting held on Monday, February 10, 2020.

D. Submission and Review of Background Check Information

- X Investigation Completed by Representatives of the Department of Public Safety on April 13, 2020
- X Investigation Confirmed that there are No Issues that Preclude the Issuance of a Tavern License in the Name of the Applicant

E. Application(s)

- Complete in All Appropriate/Requisite Sections
- Signed, Dated and Notarized

F. Proof of Possession of Property

- Deed Land Contract
- Lease Assignment of Lease
- Sublease Bill of Sale and/or Lease for Equipment/Furniture/Fixtures

G. Business Entity/Organization/Structure Documents

- Corporation (Copy of Articles of Incorporation Attached to Application)
- Partnership (General or Limited – Full Names, Dates of Birth and Home Addresses of All Partners and Copy of Articles of Partnership/Agreement Attached to Application)
- Sole Proprietorship (If Doing Business Under an Assumed Name a Copy of the D/B/A Certificate was Attached to the Application)
- Other (i.e. LLC – Details Provided as Required in License Application)

H. Financial Qualifications/Information

- Copy of Loan Document(s)/Affidavits Detailing the Sources of Funding for Business
- Information Provided Concerning Source of Funding for Acquisition/Opening/Operating the Licensed Business

I. Management Information

- Provided Name, Address and Telephone Number of Individual Who Will Serve as the Manager of the Licensed Business
- Provided Name, Address and Telephone Number of Individual Who is Authorized to Sign Checks and Pay Bills in Connection with the Operation of the Licensed Business

J. Description of Proposed Facilities in Some Detail

- Detail Provided Including Square Footage, Seating Capacity, Parking Capacity, Etc.
- Copy of Site Plan (If Necessary) and Description/Diagram (Detailed Floor Plan) of the Premises

K. Dancing or Entertainment

- Yes - Description of Planned Entertainment: Live Music and Trivia. Pursuant to state law and/or local ordinance(s), Applicant is required to obtain any permit(s) for dancing required by the Michigan Liquor Control Commission and must maintain a dance floor that is not less than 100 square feet, is well defined and without tables, chairs, or other obstacles while customers are dancing. **Authorizing dancing at the venue does not allow topless activity or adult entertainment of any kind.**
- No

L. Status of City of Oak Park Business License

- Applicant has Current Valid City Business License(s) as Required Based on Business Activity
- Applicant has Submitted an Application for a Business License(s)
- Applicant is Current on All Applicable Business License(s) Fees

M. Applicant, and/or its Principals/Shareholders are Not in Default on Any Obligations Due the City of Oak Park and/or Oakland County

- Personal Property Taxes
- Real Property Taxes
- Special Assessments
- Sewer and Water

N. Documents Submitted by Applicant Pursuant to Section 20 of the City of Oak Park,

Michigan License Application

- Spousal Affidavit (For each Applicant if Applicable)
- Certificate of Liquor Liability Insurance
- Verification of Compliance with Michigan Liquor Control Commission Mandatory Server Training Requirements
- Contract with the City of Oak Park
- Record of Any Previous Liquor License Complaint Violations
- Current Valid License(s)/Permit(s) from Appropriate County, State or Federal Governments Authorizing Service of Food at the Establishment

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

DEPARTMENT OF TECHNICAL AND PLANNING

Certification that the buildings or structures to which the License will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted and the proposed Licensed Premises is appropriately zoned for the use and that any required zoning approvals, including site plan approval, have been applied for or obtained.

Recommended for Approval

Recommended for Approval with Comments/Conditions/Explanations:

Conditional approval upon obtaining a business license prior to opening

Conditional approval upon obtaining a certificate of occupancy prior to opening

Not Recommended for Approval

Robert Barrett

Director of the Department of Technical and Planning

Date: 2/19/2020

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

DEPARTMENT OF PUBLIC SAFETY

Certification that the proposed Licensee(s) are of good moral character and the Proposed Licensed Premises are in compliance with all applicable fire safety regulations.

Recommended for Approval

Recommended for Approval with Comments/Conditions/Explanations:

Fire inspection to be completed upon building renovation

Not Recommended for Approval

Shawn Tetler

Director of the Department of Public Safety or His Designee

Date: 4/13/2020

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

CITY CLERK

Certification that the proposed Licensee has a current valid license for operation of a restaurant at the proposed Licensed Premises or meets applicable requirements for the issuance of such a license.

Recommended for Approval

Recommended for Approval with Comments/Conditions/Explanation:

Issuance of the City of Oak Park, Michigan Microbrewery License is contingent upon receipt of copies of the Micro Brewer, Small Wine Maker and any additional licenses and permits issued by the State of Michigan Liquor Control Commission.

Not Recommended for Approval

T. Edwin Norris

City Clerk

Date: 4/13/2020

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

DEPARTMENT OF FINANCE

Certification that that the proposed Licensee(s) are not in default on any obligations due the City of Oak Park and/or Oakland County.

Recommended for Approval

Recommended for Approval with Comments/Conditions/Explanation:

Not Recommended for Approval

Steve Lukasik
Deputy Finance Director
Finance Director or His Designee
Date: 4/15/2020

Based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk it is recommended that subject to any conditions specified by those administrative offices/officials the City Council adopt a Resolution approving the issuance of a License to:

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

Comments/Conditions/Explanations:

Kimberly Marrone

Director of Economic Development and Communications or Their Designee

Date: 4/13/2020

Based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk subject to any conditions specified by those administrative offices/officials and pursuant to the recommendation of the Director of the Department of Community and Economic Development as well as having completed my analysis and assessment of the documentation and information submitted by the Applicant it is requested that the City Council consider adopting a Resolution approving the issuance of a License to:

City of Oak Park License Application No.: 02-2020

Name of Establishment Applying for a License: Dog and Pony Show Brewing, LLC

Name of Applicant and/or its Principals/Shareholders: Kyle Gierada

Location: 14661 W. 11 Mile

Comments/Conditions/Explanations:

Erik Tungate

City Manager

Date: 4/16/2020

**A RESOLUTION OF THE OAK PARK, MICHIGAN CITY COUNCIL
APPROVING THE REQUEST OF DOG AND PONY SHOW BREWING, LLC
(KYLE GIERADA) FOR A MICROBREWERY LICENSE**

WHEREAS, pursuant to state law and the Code of Ordinances, City of Oak Park, Michigan it is unlawful for any person to sell, or possess for sale, any alcoholic beverage unless licensed to do so and all licenses required are in full force and effect; and

WHEREAS, Dog and Pony Show Brewing, LCC (Kyle Gierada) (hereinafter referred to as Dog and Pony Show Brewing) located at 14661 W. 11 Mile has applied for a Microbrewery License from both the Michigan Liquor Control Commission and the City of Oak Park.

NOW, THEREFORE, BE IT RESOLVED, that Dog and Pony Show Brewing's application for a Microbrewery License is hereby approved subject to the following conditions:

1. The Michigan Liquor Control Commission issuing a Microbrewery License to Dog and Pony Show Brewing at 14661 W. 11 Mile, Oak Park, Michigan 48237.
2. Upon issuance of the Microbrewery License by the Michigan Liquor Control Commission, Dog and Pony Show Brewing shall provide the City Clerk's Office with copies of the License along with a Certificate of Liquor Insurance for the subject business.
3. Dog and Pony Show Brewing executes a Contract for a Microbrewery License with the City of Oak Park, Michigan.

BE IT FURTHER RESOLVED, that subject to the conditions described in the immediately preceding paragraph and all departmental authorizations, upon approval of a Microbrewery License by the Michigan Liquor Control Commission for Dog and Pony Show Brewing located at 14661 W. 11 Mile, Oak Park, Michigan 48237, the City Clerk is hereby authorized to issue a Microbrewery License with an expiration date of April 30, 2021 to Dog and Pony Show Brewing; and

BE IT FURTHER RESOLVED, that this Resolution shall be effective upon its approval by the City Council.

I hereby certify that the forgoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on April 20, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ Regular _____ meeting of the _____ Oak Park City _____ council/board
(regular or special) (township, city, village)

called to order by _____ on April 20, 2020 at 7:00 P.M.
(date) (time)

the following resolution was offered:
Moved by _____ and supported by _____

that the application from Dog and Pony Show Brewing LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Micro Brewer, Small Wine Maker, and Consumer Sampling Event License
(list specific licenses requested)

to be located at: 14661 W. 11 Mile, Oak Park, Michigan 48237

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ Oak Park City _____
council/board at a _____ Regular _____ meeting held on April 20, 2020 (township, city, village)
(regular or special) (date)

T. Edwin Norris

April 21, 2020

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



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

Invoice 535561

April 8, 2020

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, March 31, 2020

\$12,083.34

Fee Total

Costs Advanced:

Date	Description	Amount
02/25/20	Reproduction Charges 4 @ 0.15	0.60
02/27/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 2 @ 0.15	0.30
03/16/20	Reproduction Charges 3 @ 0.15	0.45
Total Costs Advanced		\$ 2.85

In Re: City of Oak Park
04/08/20
Page 2

Total Fees and Disbursements: \$12,086.19

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



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

Invoice 535562

April 8, 2020

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, March 31, 2020

\$3,345.00

Fee Total

Costs Advanced:

Date	Description	Amount
02/28/20	Travel to/from Troy for attendance at Defense Counsel Meeting 60 @ 0.57	34.20
03/03/20	Travel to/from Troy for attendance at meeting with City Managers and City Attorneys 38 @ 0.57	21.66
	Total Costs Advanced	\$ 55.86

Total Fees and Disbursements: \$3,400.86

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

04/08/20

Page 2

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



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 20, 2020

SUBJECT: National Police Week (Thin Blue Line Flag)

DEPARTMENT: Public Safety

SUMMARY: National Police Memorial Day was proclaimed in 1962 by President John F Kennedy to be May 15th of each year, and police week was proclaimed to be the calendar week which contains May 15th. This year that week is Sunday, May 10th thru Saturday, May 16th.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: I am requesting that City Council approve the flying of the "Thin Blue Line" flag at City Hall on behalf of the Oak Park Police Officers Association of Michigan from Sunday, May 10th through Saturday, May 16th. The Thin Blue Line flag is a 3ft X 5ft nylon flag with two black bars and one smaller blue bar in the middle. The Thin Blue Line flag represents the honorable sacrifices made daily by the Law Enforcement Officers across this great nation. This request complies with all other administrative guidelines as set forth by the City Manager and City Council.

APPROVALS:

City Manager: ET

Department Director: [Signature]

Director of Finance: _____

Budgeted: NA

LEGAL: NA

EXHIBITS: Picture of the flag



Home / First Responders Flags / Thin Blue Line Flag - 3' x 5'



Thin Blue Line Flag - 3' x 5'

SKU: ThinBlueLine



★★★★★ (No reviews yet)

Quantity:

1	+
	-



1-4 Business days



ADD TO WISH LIST

Made in the USA

\$9 Flat Shipping Rate

Quality Guarantee

Have a question?



Flags USA Reward Program



CITY OF OAK PARK

OFFICE OF THE CITY MANAGER

Mayor **140**
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Regina Weiss
Julie Edgar
City Manager
Erik Tungate

April 20, 2020

Dear City Council Members:

In coordination with the Governor's "Stay Home, Stay Safe" order, the City of Oak Park adopts the following (all of the below shall be extended if the order is extended beyond the time frames listed below):

1. All public buildings (except Public Safety) shall remain closed to the public through at least April 30
2. City to offset (through an account credit) online payment vendor fees through at least April 30
3. Late fees and penalties shall be suspended through April 30
4. No water shutoffs shall occur through April 30
5. Boards and Commissions may conduct meetings remotely through at least May 12



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 20, 2020

SUBJECT: Resolution Approving Ballot Language for Millage Renewals

DEPARTMENT: City Manager's Office

SUMMARY: In 2020 three of the City's current millages are scheduled to expire. Renewal of the millages requires voter approval. In order for the millage renewals to be placed on the August ballot the ballot language must be sent to Oakland County for approval by May 12th. The millages include the Partial Headlee Override Millage for Public Safety, the Partial Headlee Override Millage for Recreation, and the additional voter approved Library Millage. The proposed ballot language for each millage will ask voters if they want to approve the renewal of each millage at their current millage rate. Due to statutory Headlee Rollbacks, the millage rate for each is less than what they were originally approved at. They are as follows:

1. Partial Headlee Override Millage for Public Safety: .9599 mills
2. Partial Healdee Override Millage for Recreation: .4799 mills
3. Library Millage: .4799 mills

The renewal of each millage at their current rate will not represent a tax increase.

FINANCIAL STATEMENT: The three millages are estimated to produce roughly \$1 million of tax revenue in Fiscal Year 2020-2021.

RECOMMENDED ACTION: Approve the resolution approving the ballot language for millage renewals.

APPROVALS:

City Manager: _____ *ET* _____

Director of Finance: _____ *SC* _____

Legal: _____ *ED* _____

EXHIBITS: Resolution

PROPOSED RESOLUTION APPROVING LANGUAGE FOR MILLAGE RENEWALS

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

BE IT RESOLVED by the City Council of the City of Oak Park, Michigan, that:

1. At the August 4, 2020 Primary Election, in addition to any other matters which may appear on the ballot, the following proposal shall be submitted to the qualified electors of the City of Oak Park:

BALLOT PROPOSAL No. 20-01

**RENEWAL OF PARTIAL HEADLEE OVERRIDE MILLAGE
FOR PUBLIC SAFETY PURPOSES**

This ballot proposition, if approved, will authorize the renewal of a levy of 0.9599 of the City of Oak Park Charter-authorized millage, which has been reduced by operation of Section 31 of Article IX of the State Constitution of 1963, the so-called Headlee amendment, by restoring 0.9599 for a period of ten (10) years, from 2021 through 2030, inclusive. Revenues from this millage renewal will be available only for the purpose of funding personnel, equipment and operations of the department of public safety, including but not limited to paying the costs of employing public safety officers and purchasing police cars and police and fire equipment.

Shall the City of Oak Park, Oakland County, Michigan, be authorized to renew its tax levy by 0.9599 mill on each dollar (\$0.9599 per \$1,000) of the taxable value of all property in the City, for a period of ten (10) years, from 2021 through 2030, inclusive, thereby increasing the Charter-authorized millage in excess of the limit to which it has been reduced by Section 31 of Article IX of the State Constitution of 1963, all of which tax revenues will be disbursed to the City of Oak Park and used for the purpose of funding personnel, equipment and operations of the Department of Public Safety, including but not limited to paying the costs of employing public safety officers and purchasing police cars and police and fire equipment, and paying any and all other costs associated with or related to such purposes? The 0.9599 mill renewal will raise the sum of approximately \$500,000 in 2021.

Yes

No

2. At the August 4, 2020 Primary Election, in addition to any other matters which may appear on the ballot, the following proposal shall be submitted to the qualified electors of the City of Oak Park:

BALLOT PROPOSAL No. 20-02

RENEWAL OF LIBRARY MILLAGE

This ballot proposition, if approved, will authorize the renewal of a levy of an additional 0.4799 mill by the City of Oak Park, pursuant to Act 164 of the Public Acts of Michigan, 1877, as amended, for a period of ten (10) years, from 2021 through 2030, inclusive. Revenues from this millage renewal will be available only for the purpose of providing funds for the public library in the City of Oak Park, including all library purposes authorized by law.

Shall the constitutional limitation on the total amount of taxes which may be levied against the real and tangible personal property within the City of Oak Park, Oakland County, Michigan, be increased by 0.4799 mill on each dollar (\$0.4799 per \$1,000) of the taxable value of all property in the City, for an additional period of ten (10) years, from 2021 through 2030, inclusive, to continue to provide funds for the operation of the public library in the City of Oak Park in accordance with Section 10a of 1877 PA 164 and for all other library purposes authorized by law, all of which tax revenues will be disbursed, as required by Act 164, into a library fund that is under the exclusive control of an independent public library board? The 0.4799 mill renewal, if approved and levied, will raise the sum of approximately \$250,000 in 2021.

Yes

No

3. At the August 4, 2020 Primary Election, in addition to any other matters which may appear on the ballot, the following proposal shall be submitted to the qualified electors of the City of Oak Park:

BALLOT PROPOSAL No. 20-03

**RENEWAL OF PARTIAL HEADLEE OVERRIDE MILLAGE
FOR RECREATION PURPOSES**

This ballot proposition, if approved, will authorize the renewal of the levy of an additional 0.4799 mill of the City of Oak Park Charter-authorized millage, which has been reduced by operation of Section 31 of Article IX of the State Constitution of 1963, the so-called Headlee amendment, by restoring 0.4799 mill for a period of ten (10) years, from 2021 through 2030, inclusive. Revenues from this millage increase will be available only for the purpose of funding personnel, equipment and operations of the department of recreation, including but not limited to paying the costs of

youth and adult sports activities, instructional activities, drop-in senior activities, and special events.

Shall the City of Oak Park, Oakland County, Michigan, be authorized to increase its tax levy by 0.4799 mill on each dollar (\$0.4799 per \$1,000) of the taxable value of all property in the City, for an additional period of ten (10) years, from 2021 through 2030, inclusive, thereby increasing the Charter-authorized millage in excess of the limit to which it has been reduced by Section 31 of Article IX of the State Constitution of 1963, all of which tax revenues will be disbursed to the City of Oak Park and used for the purpose of funding personnel, equipment and operations of the Department of Recreation, including but not limited to paying the costs of youth and adult sports activities, instructional activities, drop-in senior activities, and special events, and paying any and all other costs associated with or related to such purposes? The 0.4799 mill renewal will raise the sum of approximately \$250,000 in 2021.

Yes

No

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

5. This Resolution shall become effective immediately upon its passage and adoption.

Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED.

I, T. EDWIN NORRIS, the duly appointed and qualified City Clerk for the City of Oak Park, Oakland County, Michigan, do hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting held on May XX, 2020 and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976.

T. EDWIN NORRIS, City Clerk