

Oak Park

City Council Agenda

July 6, 2020





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
July 6, 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 Council Meeting Minutes of June 15, 2020

B. Change Order No. 1 in the amount of (\$8,544.19) and Payment Application No. 4 for the total amount of \$219,441.41 to Macomb Pipeline & Utilities Company of Sterling Heights, MI for the 2019-20 Water Main Replacement Project, M-704

C. Licenses New and Renewals submitted for July 6, 2020

5. RECOGNITION OF VISITING ELECTED OFFICIALS

6. SPECIAL RECOGNITION/PRESENTATIONS: None

7. PUBLIC HEARINGS: None

8. COMMUNICATIONS: None

9. SPECIAL LICENSES:

A. Request for a Special Event License and waiver of fee submitted by Mark Phillips, 13670 Nadine, for the Nadine Street Block Party to be held July 18, 2020

10. ACCOUNTING REPORTS: None

11. BIDS:

A. Request to award the bid for the 2020 Decorative Fence Project, M-695 to American Fence Co. of Warren, MI in the amount of \$351,850.50 including the alternate bid

12. ORDINANCES:

A. First reading of an ordinance to amend Section 62-42, Chapter 62, Article II, Division I, Burning, of the Code of Ordinances, City of Oak Park that would remove the broad prohibition against outdoor burning to allow recreational fires and portable outdoor fireplaces using clean woods as otherwise permitted by the International Fire Protection Code

13. CITY ATTORNEY:

14. CITY MANAGER:

Administration

- A. Census Update Presentation
- B. Millage Renewal Presentation
- C. Employee Lease Agreement with the Library
- D. Interlocal Agreement with Oakland County for CARES Act funding

City Clerk

- E. Interlocal Agreement with Oakland County for Absentee Voter (AV) Ballot Counting Services

Economic Development and Communications

- F. Request to approve a façade improvement grant to SFT Food (Browndog Creamery), 12930 Capital Ave., for 50% of the project costs not to exceed \$1,830.02
- G. Request to approve a façade improvement grant to Blue Water Properties, 14721 Eleven Mile, for 50% of the project costs not to exceed \$1,395.00

Department of Public Works

- H. Request to authorize the Public Works Department to participate in the Oakland County Purchasing bid for the purchase of 700 Neptune R900 water meter remote radio reading devices at \$83.25 each (\$58,275.00 total)
- I. Request to approve the contract extension offer from Doetsch Environmental Services for the 2020 Sewer Cleaning and Inspection Contract, M-716 for the total amount of \$190,375.00
- J. Request to approve the contract extension offer from Mattioli Cement Co. LLC for the 2020-2021 Miscellaneous Concrete Contract, M-714 for a total amount of \$399,999.42
- K. Request to approve credits to rate payers for storm water mitigation

15. 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.

16. CALL TO THE COUNCIL

17. CLOSED SESSION

Pursuant to Section 8 of the Open Meetings Act to discuss attorney-client privileged communication and pending litigation regarding Tina Polk, et al. vs. City of Oak Park

18. APPROVAL OF CLOSED SESSION MINUTES

19. ADDITIONAL CITY COUNCIL BUSINESS IF NEEDED

20. 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
June 15, 2020
7:00 PM**

MINUTES

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

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

ABSENT: Council Member Edgar (Excused)

OTHERS

PRESENT: Assistant City Manager Yee, City Clerk Norris, City Attorney Krause

APPROVAL OF AGENDA:

CM-06-163-20 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-06-164-20 (AGENDA ITEM #5A-H) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of June 1, 2020 **CM-06-165-20**
- B. Request to advertise for bids for the 2020 Catch Basin Line Replacement Project, M-712 **CM-06-166-20**
- C. Request to approve Payment Application No. 3 (final) for the 2018 Sewer & Catch Basin Cleaning & TV Inspection Project, M-683 to Taplin Group, LLC. of Kalamazoo, MI. for the total amount of \$5,000.00 **CM-06-167-20**

- D. Request to approve Payment Application No. 2 (final) for the 2019 Sewer Lining Project, M-688 to Insituform Technologies USA, LLC of Chesterfield, MO for the total amount of \$5,000.00 **CM-06-168-20**
- E. Request to approve payment of an invoice from Midstates Recreation for the DNA Tower play structure at the Seneca Pocket Park for the total amount of \$49,524.27 **CM-06-169-20**
- F. Request to advertise for bids for Program Year 2019 Yard Services, M-715 **CM-06-170-20**
- G. Request to appoint Kevin Yee as the representative and David DeCoster as the alternate representative to the SOCRRA Board for the fiscal year beginning July 1, 2020 **CM-06-171-20**
- H. Planning Commission Meeting Minutes of May 11, 2020 **CM-06-172-20**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

County Commissioner Helaine Zack reported on issues pertaining to Oakland County and the City of Oak Park.

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS:

(AGENDA ITEM #7A) Public Hearing to receive public comment on the request by Gao Corporation (Ganrong Chen) D/B/A Crazy Crab Seafood Restaurant, 13351 W. 10 Mile, for the issuance of a Class C Liquor License.

Mayor McClellan opened the public hearing at 7:20 p.m. There were no comments from the public and the public hearing closed at 7:20 p.m.

CM-06-173-20 (AGENDA ITEM #7B) RESOLUTIONS APPROVING ISSUANCE OF A CLASS C LIQUOR LICENSE TO GAO CORPORATION (GANRONG CHEN) D/B/A CRAZY CRAB SEAFOOD RESTAURANT, 13351 W. 10 MILE - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the following resolutions approving issuance of a Class C Liquor License to Gao Corporation (Ganrong Chen) D/B/A Crazy Crab Seafood Restaurant, 13351 W. 10 Mile Road:

A RESOLUTION OF THE OAK PARK, MICHIGAN CITY COUNCIL
 APPROVING THE REQUEST OF CRAZY CRAB GAO CORPORATION
 (GANRONG CHEN) D/B/A CRAZY CRAB SEAFOOD RESTAURANT FOR
 A CLASS C LIQUOR 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, Crazy Crab Gao Corporation (hereinafter referred to as Crazy Crab Seafood Restaurant) located at 13351 W. 10 Mile has applied for a Class C Liquor License from both the Michigan Liquor Control Commission and the City of Oak Park.

NOW, THEREFORE, BE IT RESOLVED, that the Crazy Crab Seafood Restaurant application for a Class C Liquor License is hereby approved subject to the following conditions:

1. The Michigan Liquor Control Commission issuing a Class C Liquor License to Crazy Crab Seafood Restaurant at 13351 W. 10 Mile, Oak Park, Michigan 48237.
2. Upon issuance of the Class C Liquor License by the Michigan Liquor Control Commission, Crazy Crab Seafood Restaurant shall provide the City Clerk's Office with copies of the License along with a Certificate of Liquor Insurance for the subject business.
3. Crazy Crab Seafood Restaurant executes a Contract for a Class C Liquor 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 Class C Liquor License by the Michigan Liquor Control Commission for Crazy Crab Seafood Restaurant located at 13351 W. 10 Mile, Oak Park, Michigan 48237, the City Clerk is hereby authorized to issue a Class C Liquor License with an expiration date of April 30, 2021 to Crazy Crab Seafood Restaurant; and

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

LOCAL GOVERNMENT APPROVAL RESOLUTION

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

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

CM-06-174-20 (AGENDA ITEM #10A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$14,453.34 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve payment of invoices #539567, #539568 and #539569 by Garan, Lucow, Miller P.C., for legal services rendered through May 30, 2020 in the total amount of \$14,453.34.

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

MOTION DECLARED ADOPTED

**CM-06-175-20 (AGENDA ITEM #10B) PAYMENT OF AN INVOICE
SUBMITTED BY THE LAW OFFICES OF HOWARD L.
SHIFMAN, P.C. FOR LEGAL SERVICES IN THE TOTAL
AMOUNT OF \$18,000.00 - APPROVED**

Motion by Weiss, Seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #13950 to Howard L. Shifman, P.C. for legal services from April 1, 2020 – June 30, 2020 in the total amount of \$18,000.00.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

**CM-06-176-20 (AGENDA ITEM #12A) SECOND READING AND ADOPTION
OF AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF
THE CODE OF ORDINANCES OF THE CITY OF OAK PARK,
MICHIGAN, BY AMENDING SECTION 82-313,
DETERMINATION - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance to amend Chapter 82, Utilities, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Section 82-313, Determination:

CITY OF OAK PARK, MICHIGAN

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

THE CITY OF OAK PARK ORDAINS:

Sec. 82-313. - Determination.

- (a) *Generally.* The rates and charges to be imposed for the consumption and use of water and sewer services furnished by the city shall be determined by ordinance by the city council from time to time and kept on file in the office of the city clerk.
- (b) *Enumeration.* The rates and charges for consumption and use of water and sewer services are as follows:
- (1) *Water rates.* Effective on all bills rendered on or after July 1, 2020, the rates to be charged for water service shall be as follows:
- a. Forty five dollars and ten cents (\$45.10) per thousand cubic feet.
 - b. Quarterly meter service and maintenance charges, in addition to subsection (b)(1) of this section as follows:
 - 5/8 -inch meter \$4.75
 - ¾-inch meter 5.03
 - 1-inch meter 5.42
 - 1½-inch meter 8.05
 - 2-inch meter 9.14
 - 3-inch meter 63.80
 - 4-inch meter 69.57
 - 6-inch meter 79.40
 - c. The minimum quarterly (three-month) water charge (includes water and meter service charge for a 5/8 -inch meter service) to each premises connected with the water supply system shall be the sum of \$27.30, provided that if there were two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
- (2) *Sewage disposal rates.* The rates to be charged for sewage disposal services shall be as set forth below, and all bills for service rendered on or after the dates set forth shall be computed at such rates:
- a. *Basic sewage disposal rate; minimum quarterly charge.* Commencing July 1, 2020 the basic sewage disposal rate shall be \$48.60 per 1,000 cubic feet of water consumed. The minimum quarterly sewage disposal charge to each sewage disposal services customer shall be \$24.30, provided that if there are two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
 - b. *High-strength surcharge.* Effective with all bills rendered on or after August 1, 2020, for flows beginning on or after July 1, 2020, a high-strength surcharge shall be levied against commercial and industrial customers, other than restaurants, contributing sewage to the sewage disposal system with concentrations of pollutants exceeding the following levels:
 - 1. 275 milligrams per liter (mg/l) of biochemical oxygen demand (BOD);
 - 2. 350 milligrams per liter (mg/l) of total suspended solids (TSS);
 - 3. 12 milligrams per liter (mg/l) of phosphorus (P);
 - 4. 100 milligrams per liter (mg/l) of fats, oils, and grease (fog).The high strength surcharge will be imposed at the following rates:

Pollutant	Charge per pound of excess pollutant
Biochemical oxygen demand (BOD)	\$0.508
Total suspended solids (TSS)	0.516
Phosphorus (P)	7.611
Fats, oils and grease	0.490

- c. *Industrial waste control charge.* Effective with all bills rendered on or after August 1, 2020, for flows beginning on or after July 1, 2020, an industrial waste control charge shall be levied against non-residential customers in an amount determined by the size of the water meter or meters serving such customers as set forth below:

Water Meter Size (inches)	Monthly Charge
5/8 -inch meter	\$3.49
¾-inch meter	5.24
1-inch meter	8.73
1½-inch meter	19.20
2-inch meter	27.92
3-inch meter	50.61
4-inch meter	69.80
6-inch meter	104.70

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

- (3) *Storm water runoff rate.* Effective on all bills rendered on or after July 1, 2020, the rate to be charged for storm water runoff shall be \$601.65 per unit
- (4) *Collection policy.* Charges for water, sewer and garbage and rubbish service furnished by the city to any premises shall be a lien thereon, and on March 1 and on September 1 of each year, the person or agency charged with the management of the systems shall certify any such charges which have been delinquent six months or more, to the city assessor who shall enter the same upon the next available tax roll against the premises to which such services shall have been rendered, together with a penalty of an additional ten percent. The charges shall be collected and the lien shall be enforced in the same manner as provided in the respect to taxes assessed upon such roll; provided, that no such charge shall become a lien when a tenant is responsible for the payment of any such charge against any premises and the city has been so notified by the filing of an affidavit that the lease contains a provision that the landlord shall not be liable for payment of water or sewage system bills accruing subsequent to the filing of the affidavit. The affidavit shall be filed with the official in charge of the water works system and 20 days' notice shall be given by the landlord of any cancellation, change in, or termination of the lease. The affidavit shall contain a notation of the

expiration date of the lease. In the event of the filing of such affidavit, no further service shall be rendered by the systems to such premises until payment to the city of a cash deposit in accordance with section 82-316.

- (5) *Services outside the city.* Water service provided outside the corporate limits of the city shall be provided by contract only with approval of the city council, and in no event shall the rates and charges for such service be less than the rates charged to customers residing within the corporate limits of the city.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

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

MOTION DECLARED ADOPTED

CM-06-177-20 (AGENDA ITEM #12B) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND SECTION 22-153 OF CHAPTER 22, ARTICLE VI, DIVISION 1, OF THE CODE OF ORDINANCES - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance to amend Section 22-153 of chapter 22, Article VI, Division 1, of the Code of Ordinances:

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

AN ORDINANCE TO AMEND SECTION 22-153, CHAPTER 22, ARTICLE VI, SALES IN RIGHT-OF-WAY, OF THE CODE OF ORDINANCES, CITY OF OAK PARK.

ARTICLE VI.- Merchants and Commercial Sales
Division 1. - Generally
Sec. 22-153.- Sales in right-of way.

No person shall vend, sell, offer for sale, dispose of or display any goods, wares, merchandise, produce, vegetables, flowers or any other item on any public street or sidewalk or otherwise within any public right-of-way in the city except:

- (1) Appropriately approved and licensed sidewalk sales pursuant to Chapter 10, Article VII, Division 2 of this Code.
- (2) Sales by charitable or public service organizations for charitable purposes, upon approval by the city council for a specific fundraising event, at locations approved by the director of public safety,

such approval to be limited to no more than one event not exceeding three days in each calendar year for any such organization.

- (3) Appropriately licensed food vendors or mobile food service establishments operating in compliance with the requirements of such license and of this Code.

EFFECTIVE DATE

This Ordinance shall take effect on the 25th day of June, 2020, in accordance with the provisions and requirements of the City of Oak Park

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: None

CITY MANAGER:

Administration

(AGENDA ITEM #14A) Reopening Plan Update

Assistant City Manager Yee and Director VanVleck discussed the reopening plan for City Hall due to the coronavirus outbreak.

(AGENDA ITEM #14B) 2020 Oak Park Millage Renewals.

2020 City of Oak Park Millage Renewals

On the August ballot the City has three very important millages that are up for renewal. These are not tax increases. They are renewals of current millages for a period of ten years each.

The millage renewals include:

1. Public Safety Headlee Override Millage at .9599 mills.
 - a. This millage was originally voted on in 2010 to help fund personnel, equipment and operations of the public safety department
 - b. If passed, it will bring in an estimated \$500,000 next year to fund public safety operations and initiatives like community policing, the K-9 unit and the public safety open house, as well as basic operations of the department
2. Recreation Headlee Override Millage at .4799 mills
 - a. This millage was also originally voted on in 2010 to help fund personnel, equipment and operations of the recreation department
 - b. If passed, it will bring an estimated \$250,000 next year to help fund some of the recreation amenities the community has come to know and love, like Summer Blast and Winterfest, as well as senior programming
3. Voted Library Millage at .4799 mills
 - a. This millage was also originally voted on in 2010 to help fund library operations
 - b. If passed, it will bring in an estimated \$250,000 next year to help fund the many programs and amenities offered by the Oak Park Library

It is important to note these are millage renewals, and will not result in a tax increase for residents. In fact, the City's millage rate has been consistently decreasing over the years. Since 2015 the millage rate has decreased 3 mills, or 8 percent due to debt refinancing and statutory Headlee rollbacks.

(AGENDA ITEM #14C) Storm Water Rate Change Update.

Finance

CM-06-178-20 (AGENDA ITEM #14C) REQUEST TO APPROVE BUDGET AMENDMENT #2020-4 FOR PERIOD ENDING 6/30/20 - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve Budget Amendment #2020-3 for period ending 3/31/20:

GENERAL FUND	
Audited Beginning Fund Balance July 1, 2019	\$ 4,369,283
Amended Budget as of May 31, 2020	\$ (374,000)
Net Change in Fund Balance (Amendment #2020-4)	\$ (389,158)
Estimated Ending Fund Balance June 30, 2020	\$ 3,606,125

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

MOTION DECLARED ADOPTED

CM-06-179-20 (AGENDA ITEM #14E) REQUEST TO APPROVE BUDGET AMENDMENT #2021-1 FOR PERIOD ENDING 9/30/20 - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve Budget Amendment #2021-1 for period ending 9/30/20.

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

MOTION DECLARED ADOPTED

The City's annual 2020/2021 budget was adopted on May 18, 2020 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year in order to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The proposed amendments are based on actual and projected activity-to-date.

The budget adopted for fiscal year 2020/2021 Water and Sewer Fund includes costs for both the water and sewer operations as well as the costs for maintaining the storm water system as the city does not have a separated system (similar to the past many fiscal year budgets). As part of a recent lawsuit, the City has been mandated by the courts to segregate the costs associated with storm water into a fund separate from the Water and Sewer Fund. In addition to breaking out the costs into a new fund the court also mandated that a new charge (based on a new methodology) for storm water be created to pay for the storm water costs. The new fund and billing must be implemented no later than July 1, 2020. The City has completed the very lengthy project of complying with this order and has the proposed amendment to the Water and Sewer and Storm Water Funds for the fiscal year 2020/2021.

The City has identified approximately \$6.2 million of storm water costs and the proposed amendment removes those costs along with the related revenue from the Water and Sewer Fund to the new Storm Water Fund.

(AGENDA ITEM #14F) 2020 UTGO Refunding Bonds.

On June 3, 2020, the City of Oak Park refunded its previously issued 2010 Facilities Financing Bonds of November 1, 2010 (which was approved by the electors of the City of Oak Park on August 3, 2010) for the purpose of paying the cost to construct, reconstruct, remodel, add to, furnish and equip a City Hall, Public Safety building, Library building, Community and jobs placement center, and playground structures in the City of Oak Park.

City bonds are payable out of the City's Debt Retirement fund, which requires the City each year to levy taxes on all taxable property within the City's boundaries for such payment, without limitation as to either rate or amount. This refund will save the City of Oak Park taxpayers \$1,865,000.00.

Department of Public Works

CM-06-180-20 (AGENDA ITEM #14G) REQUEST TO APPROVE AN AGREEMENT WITH THE OAK PARK SCHOOL DISTRICT FOR USE OF CITY PROPERTY FOR A DRIVEWAY EXTENSION AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY - APPROVED

Motion by Weiss, seconded by Radner, CARRIED UNANIMOUSLY, to approve an agreement with the Oak Park School District for use of City property for a driveway extension and to authorize the City Manager to sign the agreement on behalf of the City.

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

MOTION DECLARED ADOPTED

CM-06-181-20 (AGENDA ITEM #14H) REQUEST TO APPROVE AN AGREEMENT WITH YESHIVA BETH YEHUDA FOR USE OF MDOT PROPERTY THROUGH A CITY ACQUIRED PERMIT AT THE Z03 PLAZA BRIDGE AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve an agreement with Yeshiva Beth Yehuda for use of MDOT property through a City acquired permit 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, Radner
 No: None
 Absent: Edgar

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Cheryl Weiss discussed the Oak Park Youth Assistance Program and encouraged community participation from the community.
Paul Levine encouraged the city to provide an update on the 2020 Census
Terri Falcon discussed the need for an ordinance update that would allow fire pits in Oak Park.
Kenneth Sherman presented questions regarding the Library.

CALL TO THE COUNCIL:

Mayor Pro Tem Burns thanked everyone for watching and encouraged them to remain safe.
Council Member Radner wished everyone a good night.
Council Member Weiss reminded everyone to participate in the Census.
Mayor McClellan encouraged everyone to be safe and provided updates on a variety of Oak Park issues.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 9:07 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA#

SUBJECT: Proposed Change Order no. 1 and Payment Application No. 4 for the 2019-2 Water Main Replacement Project, M-704.

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

SUMMARY: Attached are Proposed Change Order No. 1 and Payment Application No. 4 for the 2019-2 Water Main Replacement Project, M-704. This project replaced the water main on Kenosha St. from Northend to 9 Mile Road. This project is approximately 99% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$616,080.00
Proposed Change Order no. 1:	<u>(\$ 8,544.19)</u>
New Contract Amount:	\$607,535.81
Total Completed to Date:	\$607,535.81
Less Retainage:	\$ 5,000.00
Net Earned:	\$602,535.81
Deductions:	\$ 0.00
Balance:	\$602,535.81
Payments to Date:	<u>\$383,094.40</u>
Amount Due Macomb Pipeline:	\$219,441.41

RECOMMENDED ACTION: It is recommended that Change Order No. 1 for the 2019-2 Water Main Replacement Project, M-704 be approved to Macomb Pipeline & Utilities Company of Sterling Heights, MI. for the amount of (\$8,544.19). It is further recommended Payment Application No. 4 for the same be approved for the total amount of \$219,441.41. Funding is available in the Water and Sewer Fund 592-18-538-970 for this expenditure.

APPROVALS:

City Manager: ET Department Director: KJY

Director of Finance: SC Legal: N/A

Budgeted:

EXHIBITS: Payment Application No. 4, Change Order No. 1

PAYMENT APPLICATION

PROJECT:
OWNER:
CONTRACTOR:

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

JOB NUMBER:
APPLICATION NO.:
PERIOD ENDING:
PAGE:

M-704
4
5/29/20
1 of 2

Item No.	Description	Original Bid			Period Quantity	Period Amount	Quantity To Date	Amount To Date
		Quantity	Unit	Unit Price				
1	Mobilization, Max 5%	1	LSUM	\$25,000.00	0.194	\$4,850.00	1.194	\$29,850.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,500.00	0.590909	\$3,250.00	1.094909	\$6,000.00
3	Pavement Removal, Modified SP	2,165	SYD	\$10.00	803.63	\$8,036.30	2,113.73	\$21,137.30
4	Bore Water Main across 9 mile rd including pipe	1	LSUM	\$38,000.00	0.00	\$0.00	0.00	\$0.00
5	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	2,515	LFT	\$88.00	54.60	\$4,804.80	2,413.10	\$212,352.80
6	Install Fire Hydrant, EJIW 5BR-250	7	EACH	\$3,800.00	0.00	\$0.00	7.00	\$26,600.00
7	Kenosha Water Main Connect. "A" @ Kenosa Ave/9 mile Rd. (north side)	1	LSUM	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00
8	Kenosha Water Main Connect. "B" @ Kenosha Ave/9 mile Rd. (south side)	1	LSUM	\$18,500.00	0.00	\$0.00	1.00	\$18,500.00
9	Kenosha Water Main Connect. "C" Kenosha Ave/Northend Ave.	1	LSUM	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
10	Install 8" Gate valve and well	5	LSUM	\$3,700.00	1.00	\$3,700.00	6.00	\$22,200.00
11	Rem./Rep. Short Side Service curb Stop box 3/4" to 1"	44	EACH	\$250.00	0.00	\$0.00	44.00	\$11,000.00
12	Service Transfers (long and Short side) 3/4" to 1"	88	EACH	\$650.00	2.00	\$1,300.00	90.00	\$58,500.00
13	3/4" to 1" Type K Copper	225	LFT	\$40.00	0.00	\$0.00	272.58	\$10,903.20
14	Remove Existing Fire Hydrant	4	EACH	\$350.00	0.00	\$0.00	4.00	\$1,400.00
15	Remove Existing Gate Valve and Well	5	EACH	\$350.00	3.00	\$1,050.00	5.00	\$1,750.00
16	Abandon Existing Water Kenosha and Gardner Ave.	1	LSUM	\$2,000.00	0.00	\$0.00	0.00	\$0.00
17	Conc. Pavt W/integral curb and gutter, Non-Reinf. 8", Modified SP	32	SYD	\$85.00	127.83	\$10,865.55	166.83	\$14,180.55
18	Sidewalk Conc. Non-Reinf. 6" Conc. Sidewalk/Drive App., Mod. SP	6,800	SFT	\$6.00	6,471.95	\$38,831.70	6,471.95	\$38,831.70
19	Sidewalk Conc. Non-Reinf. 4" Conc. Sidewalk/Driveway, Mod. SP	12,400	SFT	\$4.00	11,628.33	\$46,513.32	11,628.33	\$46,513.32
20	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	32	SYD	\$10.00	91.38	\$913.80	106.38	\$1,063.80
21	Cast In Place Detectable/ Tactile Warning Surface.	100	SFT	\$25.00	94.00	\$2,350.00	94.00	\$2,350.00
22	Underdrain Subgrade, Open Graded 6", Modified SP	40	LFT	\$15.00	10.00	\$150.00	10.00	\$150.00
23	Class A Sodding, Modified SP	2,800	SYD	\$6.00	2,812.44	\$16,874.65	2,812.44	\$16,874.64
24	Adjusting Drainage Structure Cover, Case 1, Modified SP	1	EACH	\$500.00	0.00	\$0.00	2.00	\$1,000.00
25	Drainage Structure Cover	2,280	LBS	\$1.50	380.00	\$570.00	2,280.00	\$3,420.00
26	Salvage Sign	6	EACH	\$50.00	3.00	\$150.00	6.00	\$300.00
27	Erosion Control Inlet Filter, Fabric Drop, Modified SP	20	EACH	\$75.00	0.00	\$0.00	16.00	\$1,200.00
28	Maintenance Gravel, Modified SP	750	TON	\$20.00	0.00	\$0.00	196.56	\$3,931.20
29	Crossing Existing Water Main, Sewers	15	EACH	\$50.00	0.00	\$0.00	2.00	\$100.00
30	Unidentified Irigation System Repairs - Sprinkler Lines	100	LFT	\$5.00	394.00	\$1,970.00	394.00	\$1,970.00
31	Unidentified Irigation System Repairs - Sprinkler Heads	50	EACH	\$20.00	46.00	\$920.00	46.00	\$920.00
32	Project Cleanup	1	LSUM	\$5,800.00	1.00	\$5,800.00	1.00	\$5,800.00
33	Nine Mile Asphalt Removal	0	SYD	\$10.00	93.68	\$936.80	93.68	\$936.80
34	Nine Mile Asphalt Pavement	0	TONS	\$350.00	24.23	\$8,480.50	24.23	\$8,480.50
35	Nine Mile Water main Pipe Install	0	LFT	\$254.00	80.00	\$20,320.00	80.00	\$20,320.00
36	Nine mile Traffic Control	0	LSUM	\$7,000.00	1.00	\$7,000.00	1.00	\$7,000.00

\$193,637.42

\$607,535.81

Original Contract Amount: \$616,080.00
Proposed Change Order #1: (\$8,544.19)
Proposed New Contract Amount: \$607,535.81

Earnings This Period: \$193,637.42
Total Earnings to Date: \$607,535.81
Less Retainage: \$5,000.00
Net Earned: \$602,535.81
Deductions: \$0.00
Balance: \$602,535.81
Payments to Date: \$383,094.40

Amount Due: \$219,441.41

Accepted By:



Macomb Pipeline and Utilities Company

Date: 6-30-20



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

Date: 6-30-20

CHANGE ORDER

PROJECT:	Kenosha Water Main Replacement Project	JOB NUMBER:	M-704
OWNER:	City of Oak Park, Michigan	CHANGE ORDER NO.:	1
CONTRACTOR:	Macomb Pipeline & Utilities Company 44444 Mound Rd. Sterling Hgts, MI 48413	PAGE:	1 of 2

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Decreased Amount
3	Pavement Removal, Modified SP	2,165	SYD	\$10.00	-51.27	2,113.73	-\$512.70
4	Bore Water Main Across 9 Mile rd including Pipe	1	LSUM	\$38,000.00	-1.00	0.00	-\$38,000.00
5	Water main 8" Ductile Iron, Class 54, Trench Detail B, modified SP	2,515	LFT	\$88.00	-101.90	2,413.10	-\$8,967.20
16	Abandon Existing Water Main Kenosha and Gardner Ave.	1	LSUM	\$2,000.00	-1.00	0.00	-\$2,000.00
18	Sidewalk Conc. Non-Reinf. 6" Conc. Sidewalk/Drive App. Mod. SP	6,800	SFT	\$6.00	-328.05	6,471.95	-\$1,968.30
19	Sidewalk Conc. Non-Reinforced 4" Conc. Sidewalk/Driveway	12,400	SFT	\$4.00	-771.67	11,628.33	-\$3,086.68
22	Underdrain Subgrade, Open Graded 6", Modified SP	40	LFT	\$15.00	-30.00	10.00	-\$450.00
27	Erosion Control Inlet Filter, Fabric Drop, Modified SP	30	EACH	\$75.00	-4.00	16.00	-\$300.00
28	Maintenance Gravel, Modified SP	750	TON	\$20.00	-553.44	196.56	-\$11,068.80
29	Crossing Existing Water Main, Sewers	15	EACH	\$50.00	-13.00	2.00	-\$650.00
31	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EACH	\$20.00	-4.00	46.00	-\$80.00
Totals:							(\$67,083.68)

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
1	Mobilization	1	LSUM	\$25,000.00	0.19	1.194	\$4,850.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,500.00	0.090909	1.090909	\$500.00
10	Install Gate Valve and Well	5	EACH	\$3,700.00	1.00	6.00	\$3,700.00
12	Service Transfers (long and short side) 3/4" to 1"	88	EACH	\$650.00	2.00	90.00	\$1,300.00
13	3/4" to 1" Type K Copper	225	LFT	\$40.00	47.58	272.58	\$1,903.20
17	Conc. Pavt. With Integral Curb Non-Reinforced, 8" Modified SP	32	SYD	\$85.00	134.83	166.83	\$11,460.55
20	Aggregate Base Under Concrete. (6" 21AA Crush Limestone)	32	SYD	\$10.00	74.38	106.38	\$743.80
21	Cast in Place Detectable/Tactile Warning Surface	88	SFT	\$25.00	6.00	94.00	\$150.00
23	Class A Sodding, Modified SP	2,800	SYD	\$6.00	12.44	2,812.44	\$74.64
24	Adjusting Drainage Structure Cover Case I, Modified SP	0	EACH	\$500.00	2.00	2.00	\$1,000.00
30	Unidentified Irrigation System Repairs - Sprinkler Lines	100	LFT	\$5.00	294.00	394.00	\$1,470.00

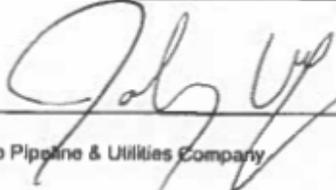
33	Nine Mile Asphalt Removal	0	SYD	\$10.00	93.68	93.68	\$936.80
34	Nine Mile Asphalt Pavement	0	TONS	\$350.00	24.23	24.23	\$8,480.50
35	Nine Mile Water Main Installation	0	LFT	\$254.00	80.00	80.00	\$20,320.00
36	Nine Mile Traffic Control	0	LSUM	\$7,000.00	1.00	1.00	\$7,000.00

Totals: \$58,539.49

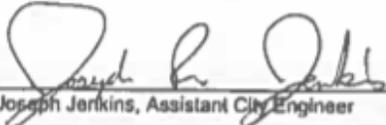
SUMMARY

Total Decrease (567,083.68)
 Total Increase \$58,539.49
 Total Amount for Change Order No. 2: (\$8,544.19)

Original Contract Amount: \$616,080.00
 Proposed Change Order No.2: (\$8,544.19)
 New Contract Amount: \$607,535.81



 Macomb Pipeline & Utilities Company Date 6-30-20



 Joseph Jenkins, Assistant City Engineer Date 6-30-20

MERCHANT'S LICENSES - JULY 6TH, 2020

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
CARE NOW LLC	25900 GREENFIELD 206	\$ 150.00	PAIN MANAGEMENT
DOLLAR CASTLE	26096 GREENFIELD	\$ 150.00	SALE OF GENERAL MERCHANDISE
RENEWALS	ADDRESS	FEES	BUSINESS TYPE
PATS LANDSCAPING	10831 CAPITAL	\$ 225.00	COMMERCIAL AND RESIDENTIAL LANDSCAPING
TURF TENDERS	13100 CLOVERDALE	\$ 150.00	LAWN FERTILIZING/SNOW REMOVAL
HERSCHS	21100 COOLIDGE	\$ 150.00	WHOLESALE LANDSCAPE SUPPLIES
LASHELLES SCHOOL OF DANCE	21330 COOLIDGE	\$ 150.00	DANCE INSTRUCTION
ADVANCE AMERICA #1328	22140 COOLIDGE	\$ 150.00	CHECK CASHING
TRADEFIRST.COM	23200 COOLIDGE	\$ 150.00	BARTER COMPANY
H O TRERICE CO	12950 EIGHT MILE	\$ 150.00	MANUFACTURER OF INDUSTRIAL INSTRUMENTS
PLASKEY PAINTERS	14669 ELEVEN MILE	\$ 225.00	PAINTING
BABY RAY PRODUCTION	21700 GREENFIELD 259	\$ 187.50	PRODUCTION
BUILDING TECHNOLOGY ASSOCIATES	21850 GREENFIELD	\$ 150.00	ROOF CONSULTATION
RITE AID DISCOUNT	24850 GREENFIELD	\$ 150.00	RETAIL DRUG/VARIETY STORE
CHECK N GO	25274 GREENFIELD	\$ 150.00	CHECK CASHING
QUALITY HEALTH CARE TRAINING	25900 GREENFIELD 138	\$ 150.00	VOCATIONAL SCHOOL
SIGNS OF RECOVERY CASE MANAGEMENT	25900 GREENFIELD 236	\$ 187.50	MEDICAL CASE MANAGEMENT
LTC CONSULTING SERVICES	25900 GREENFIELD 412	\$ 187.50	MEDICAL BILLING SERVICE
EDDIE'S GOURMET	25920 GREENFIELD	\$ 187.50	DINNER RESTAURANT
STREET CORNER MUSIC	26020 GREENFIELD	\$ 150.00	MUSIC ITEMS RETAIL, CDS, VINYL RECORDS
PAPER GOODS WAREHOUSE	26048 GREENFIELD	\$ 150.00	SALE OF PAPER GOODS
THE SUIT DEPOT	26158 GREENFIELD	\$ 150.00	SELLING OF MENS SUITS, BLAZERS, SHIRTS
LINCOLN TAILOR	26158 GREENFIELD	\$ 187.50	MEN AND WOMEN'S CLOTHING SALES
ALLIANCE A/C & HEATING	20800 HUBBELL	\$ 150.00	HEATING/COOLING
KNIGHT LIGHT CANDLE COMPANY	10332 NINE MILE	\$ 187.50	METAPHYSICAL SHOP

LIQUOR LICENSE RENEWALS - JULY 6, 2020

Sahara Restaurante & Grille	Class C Liquor License	\$ 250.00
Eddie's Gourmet Food, Inc.	Class C Liquor License	\$ 250.00

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: June 30, 2020

RE: Approval of the Class C Liquor License Renewals for Eddie's Gourmet Food, Inc.

D/B/A Eddie's Gourmet Restaurant (Eddie Hanna) 25920 Greenfield and Szasza, Inc.

D/B/A Sahara Restaurant & Grille (Zeana Attisha) 24770 Coolidge

PURPOSE(S) OF ACTION:

To consider the approval of the renewal of the Class C Liquor Licenses for the above-described establishments.

In accordance with Section 6-61 (b) of the Code, I have initiated the annual investigation and review of the on premises licensed establishments identified above and 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 Manager 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 applicants it is requested that the City Council consider approving the renewal of the Class C Liquor Licenses previously issued to:

Name of Establishment Applying for Renewal of a License: Szasza Inc. D/B/A Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha

Location: 24770 Coolidge Highway, Oak Park, MI 48237

Name of Establishment Applying for Renewal of a License: Eddie's Gourmet Food, Inc. D/B/A Eddie's Gourmet Restaurant

Name of Applicant and/or its Principals/Shareholders: Eddie Hanna

Location: 25920 Greenfield, Oak Park, MI 48237

Comments/Conditions/Explanations:

City staff and in particular, representatives of the Department of Public Safety have reviewed the requests for renewal of the Class C Liquor Licenses for Sahara Restaurant & Grille and Eddie's Gourmet Restaurant and determined that no conditions exist that would warrant denial of a renewal or require additional time to investigate the businesses.

It is the recommendation of the Administration that after analyzing the review factors specified in Section 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 renewals) the City Council approve the issuance of 2020-

2021 Class C Liquor Licenses with expiration dates of April 30, 2021 to Sahara Restaurant & Grille, located at 24770 Coolidge Highway, Oak Park, MI 48237 and Eddie's Gourmet Restaurant located at 25920 Greenfield, Oak Park, MI 48237.

The Administration is requesting that the City Council as part of the Consent Agenda, renew the Licenses for Sahara Restaurant & Grille, located at 24770 Coolidge Highway, Oak Park, MI 48237 and Eddie's Gourmet Food Inc., located at 25920 Greenfield, Oak Park, MI 48237.

Erik Tungate

Erik Tungate

City Manager

Date: June 29, 2020

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: 6/29/2020

Applicant Information

Applicant/Business Name: MARK PHILLIPS

Applicant/Business Address: 13670 NADINE 628

Phone number: 2487094978 E-Mail Address: PHILLIPSMARK628@

Relation of applicant to business: _____ GMAIL.COM

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: JULY 18 2020 Has this event been held previously? Yes No

Address or location of event: 13670 NADINE

Is this a City owned park? NO

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

Nature, purpose, and detailed description of event: BLOCK PARTY

Will the event be open to the public? Yes No

If yes, please describe how so: PEOPLE WHO LIVE ON 1ST
BLOCK OF NADINE OFF COOLIDGE

Estimated number of people attending event? 300 Hours of Event: 5-8

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

Where will the parade participants be walking? Sidewalks Streets

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

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

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

Food Services

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

Will the food be prepackaged or prepared on site: BROWN BAG - NO SHARING

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: _____

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

Technical/Support

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

Will sanitary facilities be required at event? Yes No

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

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

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

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

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

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

M.E. R...

Applicant's Signature

State of Michigan

ss

County of _____

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

My Commission expires: _____
Notary Public

① PLEASE WAIVE FEE

② PLEASE WAIVE SIGNATURES. THIS IS THE 20TH YEAR OF HAVING A BLOCK PARTY. FOR THIS YEAR, WE WOULD PREFER NO TO HAVE TO GO TO HOMES TO GET SIGNATURES. WE WILL FOLLOWING ALL CDC GUIDELINES.

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

**Mark Phillips
Nadine Street Block Party**

DATE: July 18, 2020 at 5:00 pm – 8:00 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Regular checks as part of daily normal patrol activity	30 minutes	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	Drop off/pick up barricades	1 hour	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee waiver requested Signature waiver requested



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Report on bids for the 2020 Decorative Fence Project, M-695.

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

SUMMARY: At the December 16, 2019 regular meeting of the Oak Park City Council, the request to bid the 2020 Decorative Fence Project, M-695 was approved (CM-12-403-19). This project was bid to include a decorative fence along the south side of Nine Mile Road between Scotia and Rosewood, a security fence at the City Hall complex, a security fence for the 45th District Court, and an alternate bid to replace the fence between City Hall/Public Safety and the residential area directly behind those facilities. The project was advertised and 16 contractors viewed the contract documents. On June 16, 2020, two bids were received and opened. The low bidder, American Fence Co. of Warren, MI submitted a bid of \$306,165.50 (\$93,117.76 City Hall complex security, \$77,343.62 Court Security, and \$135,704.12 Nine Mile Road). Additionally, the alternate bid by American Fence was \$45,685.00. American Fence has worked with the City of Oak Park before on the Water Tower Fence and performed great work.

FINANCIAL STATEMENT: There is \$200,000 budgeted in Account #101-18.444.970 for the 9 Mile portion, \$185,000 budgeted in Account #101-18.443.970 for the City Hall Portion, and \$100,000 budgeted in Account #470-70.900.970 for the Court portion.

RECOMMENDED ACTION: It is recommended that the request to award the bid for the 2020 Decorative Fence Project, M-695 to American Fence Co. of Warren, MI in the amount of \$351,850.50 including the alternate bid be approved. Funding is available as shown above for this project.

APPROVALS:

City Manager: _____ *ET* _____ Department Director: _____ *KJY* _____

Finance Director: _____ *SC* _____ Legal: _____ *N/A* _____

EXHIBITS: Bid Tabulation, Breakdown of Costs

BID TABULATION

2020 DECORATIVE FENCE PROJECT, M-895 BID OPENING DATE TUESDAY, JUNE 16, 2020, 10:00 AM				AMERICAN FENCE & SUPPLY 21200 SCHOENHERR WARREN, MI 48089		FUTURE FENCE COMPANY 23450 REGENCY PARK DRIVE WARREN, MI 48089	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Max 5%	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 3,700.00	\$ 3,700.00
2	Remove Existing Fence Along South Side of 9 Mile Road From Scotia to Rosewood Furnish and Install New 6' High Privacy Fence, Clay Color.	2,600	LFT	\$ 8.99	\$ 23,380.00	\$ 4.18	\$ 10,868.00
3	Manufacture by Bufftech or Approved Equal	2,600	LFT	\$ 38.49	\$ 100,071.00	\$ 53.03	\$ 137,878.00
4	Furnish and Install New 4' W x 6' H Single Swing PVC Gate, Style to Match the Fence	0	EACH	-	-	\$ 895.00	\$ -
5	6' PVC Coated Color Chain Link Fence w/Footings, 8 Guage, 1 3/4" Mesh	580	LFT	\$ 29.55	\$ 17,137.00	\$ 29.60	\$ 17,168.00
6	6' Decorative Aluminum Fence w/ Footings	345	LFT	\$ 51.00	\$ 17,595.00	\$ 83.57	\$ 28,831.65
7	26' Decorative Aluminum Slide Gate	1	EACH	\$ 7,820.00	\$ 7,820.00	\$ 8,880.00	\$ 8,880.00
8	26' PVC Coated Color Chain Link Slide Gate	1	EACH	\$ 5,908.00	\$ 5,908.00	\$ 2,515.00	\$ 2,515.00
9	30' PVC Coated Color Chain Link Slide Gate	2	EACH	\$ 5,644.00	\$ 11,288.00	\$ 2,452.00	\$ 4,904.00 *
10	6' PVC Coated Color Chain Link Pedestrian Gate with Hardware	1	EACH	\$ 950.00	\$ 950.00	\$ 405.00	\$ 405.00
11	Variable Speed A/C Heavy-Duty Industrial Slide Gate Operator	2	EACH	\$ 11,359.50	\$ 22,719.00	\$ 8,763.75	\$ 17,527.50
12	A/C Heavy-Duty Industrial Slide Gate Operator	2	EACH	\$ 10,875.50	\$ 21,751.00	\$ 6,201.25	\$ 12,402.50
13	Long Range Hands-Free Identification Reader	4	EACH	\$ 2,722.50	\$ 10,890.00	\$ 7,149.00	\$ 28,596.00 *
14	UHF Hang Tag	250	EACH	\$ 4.99	\$ 1,247.50	\$ 12.81	\$ 3,202.50 *
15	Non-Reinforced Landscape Block Pier, 6 Foot	8	EACH	\$ 3,468.88	\$ 27,751.00	\$ 3,250.00	\$ 26,000.00
16	Pavement Removal, Modified SP	200	SYD	\$ -	\$ -	\$ 6.00	\$ 1,200.00
17	Conc. Pavt with Integral Curb and Gutter 7" Concrete, Modified SP	200	SYD	\$ 25.85	\$ 5,170.00	\$ 28.00	\$ 5,600.00
18	Sidewalk Concrete Non-Reinf 6" Conc. Sidewalk/Drive App. Modified SP	200	SFT	\$ -	\$ -	\$ 22.00	\$ 4,400.00
19	Aggregate Base Under Conc. 6" Crushed Limestone, Modified SP	200	SYD	\$ -	\$ -	\$ 5.00	\$ 1,000.00
20	Class A Sodding, Modified SP	305	SYD	\$ 8.20	\$ 2,500.00	\$ 4.00	\$ 1,220.00
21	Project Clean Up	1	LSUM	\$ 8,348.00	\$ 8,348.00	\$ 800.00	\$ 800.00
22	Inspection Crew Days	\$320	DAY	52.00	\$ 16,640.00	35.00	\$ 11,200.00
				TOTAL COST	\$ 306,165.50	\$ 328,298.15 *	

*CORRECTED BY ENGINEER

BID TABULATION

2020 DECORATIVE FENCE PROJECT, M-695 BID OPENING DATE TUESDAY, JUNE 16, 2020, 10:00 AM				AMERICAN FENCE & SUPPLY 21200 SCHOENHERR WARREN, MI 48089		FUTURE FENCE COMPANY 23450 REGENCY PARK DRIVE WARREN, MI 48089	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	30' PVC Coated Color Chain Link Double Swing Manually Operated Gate With Wheels	1	EACH	\$ 5,224.00	\$ 5,224.00	\$ 2,100.00	\$ 2,100.00
2	Remove Existing Fence Between City Complex and Residential Area to the North	660	LFT	\$ 12.01	\$ 7,928.00	\$ 4.75	\$ 3,135.00
3	Furnish and Install New 6' High Privacy Fence - Clay Color Chesterfield Style Manufactured by Bufftech or Approved Equal	660	LFT	\$ 43.96	\$ 29,013.00	\$ 50.10	\$ 33,066.00
4	Inspection Crew Days	\$320	DAY	11.00	\$ 3,520.00	7.00	\$ 2,240.00
TOTAL COST					\$ 45,685.00		\$ 40,541.00

BID TABULATION

2020 DECORATIVE FENCE PROJECT, M-695				
BID OPENING DATE TUESDAY, JUNE 16, 2020, 10:00 AM				
		City Hall	Court	9 Mile
ITEM	DESCRIPTION			
1	Mobilization, Max 5%	\$ 1,525.00	\$ 1,275.00	\$ 2,200.00
2	Remove Existing Fence Along South Side of 9 Mile Road From Scotia to Rosewood Furnish and Install New 6' High Privacy Fence, Clay Color.			\$ 23,380.00
3	Manufacture by Bufftech or Approved Equal			\$ 100,071.00
4	Furnish and Install New 4' W x 6' H Single Swing PVC Gate, Style to Match the Fence			
5	6' PVC Coated Color Chain Link Fence w/Footings, 8 Guage, 1 3/4" Mesh	\$ 17,137.00		
6	6' Decorative Aluminum Fence w/ Footings		\$ 17,595.00	
7	26' Decorative Aluminum Slide Gate		\$ 7,820.00	
8	26' PVC Coated Color Chain Link Slide Gate	\$ 5,908.00		
9	30' PVC Coated Color Chain Link Slide Gate	\$ 11,288.00		
10	6' PVC Coated Color Chain Link Pedestrian Gate with Hardware	\$ 950.00		
11	Variable Speed A/C Heavy-Duty Industrial Slide Gate Operator	\$ 11,359.50	\$ 11,359.50	
12	A/C Heavy-Duty Industrial Slide Gate Operator	\$ 21,751.00		
13	Long Range Hands-Free Identification Reader	\$ 8,167.50	\$ 2,722.50	
14	UHF Hang Tag	\$ 935.63	\$ 311.88	
15	Non-Reinforced Landscape Block Pier, 6 Foot		\$ 27,751.00	
16	Pavement Removal, Modified SP			
17	Conc. Pavt with Integral Curb and Gutter 7" Concrete, Modified SP	\$ 5,170.00		
18	Sidewalk Concrete Non-Reinf 6" Conc. Sidewalk/Drive App. Modified SP			
19	Aggregate Base Under Conc. 6" Crushed Limestone, Modified SP			
20	Class A Sodding, Modified SP	\$ 833.33	\$ 833.33	\$ 833.33
21	Project Clean Up	\$ 2,546.14	\$ 2,128.74	\$ 3,673.12
22	Inspection Crew Days	\$ 5,546.67	\$ 5,546.67	\$ 5,546.67
		\$ 93,117.77	\$ 77,343.62	\$ 135,704.12

*CORRECTED BY ENGINEER

\$ 306,165.52
TOTAL

[Proposed 7-6-2020]

**CITY OF OAK PARK
RESOLUTION REGARDING FIRST READING OF PROPOSED
AMENDMENT TO SECTION 62-42 TO CHAPTER 62, ARTICLE II, DIVISION 1, OF
THE CODE OF ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, July 6, 2020 at 7:00 pm.

Present:

Absent:

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

WHEREAS, the City of Oak Park desires to remove the broad prohibition against outdoor burning codified in Sec. 62-42 to allow recreational fires and portable outdoor fireplaces using clean woods as otherwise permitted by the International Fire Protection Code (2015);

WHEREAS, the Amendment to Section 62-42 is necessary to achieve this objective by removing the prohibition against burning wood and paper, while providing exceptions for outdoor grills, stoves, and recreational burning as otherwise permitted by Section 42 of the Code of Ordinances.

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

1. The first reading of the proposed amendment to Section 62-42 is hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

Edwin T. Norris
City Clerk

Dated: July 6, 2020

Chapter 62- Solid Waste

Art. II- Collection and Disposal, Division I- Generally

Sec. 62-42. – Burning for Waste Disposal Prohibited.

It shall be unlawful for any person to burn refuse, construction and demolition waste, rubbish, garbage, ~~paper, wood~~, leaves, branches, yard waste, or any other waste material within the city.

- (a) This section applies to all outdoor burning and open burning and is intended to promote the public health, safety and welfare and to safeguard the health, comfort, safety and welfare of the citizens of the City of Oak Park.
- (b) Exceptions. This section does not apply to:
 - (1) Grilling or cooking food using charcoal cookers, propane or natural gas in cooking or filling appliances, braziers, hibachis, grills, outdoor fireplaces or gas-fired stoves and similar semi-enclosed devices on the premises of a one-family detached dwelling.
 - (2) Burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.
 - (3) The use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.
 - (4) Outdoor burning otherwise permitted under Section 42 of this Code using clean wood that has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.
- (c) For purposes of this section, the following definitions shall apply:
 - (1) Construction and demolition waste means building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.
 - (2) Refuse means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter.

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

ORDINANCE NO. O-62-

AN ORDINANCE TO AMEND SECTION 62-42, CHAPTER 62, ARTICLE II, DIVISION I, BURNING, OF THE CODE OF ORDINANCES, CITY OF OAK PARK.

ARTICLE II.- Collection and Disposal

Division 1. - Generally

Sec. 62-42.- Burning for Waste Disposal Prohibited

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from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.

- (2) Refuse means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter.

(a) **EFFECTIVE DATE**

This Ordinance shall take effect on the _____ day of _____ 2020, in accordance with the provisions and requirements of the City of Oak Park

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this _____ day of _____, 2020.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Employee Lease Agreement Between the City of Oak Park and the Oak Park Public Library Board of Directors

DEPARTMENT: City Manager's Office

SUMMARY: The City Administration and the Library Board worked together over the last six months to amend the Employee Lease Agreement between the City and the Library Board of Directors. The Lease outlines the terms under which the Library leases employees from the City for the operation of the Library. The agreement was reviewed and approved by both the City Attorney and the Library Attorney.

RECOMMENDED ACTION: Request City Council approval of the Employee Lease Agreement Between the City of Oak Park and the Library.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____

Finance Director: _____

EXHIBITS:

EMPLOYEE LEASING SERVICES AGREEMENT

This Employee Leasing Services Agreement (“Agreement”) shall be effective as of the date of the last party to sign, between the **City of Oak Park** (“City” or “Lessor”), a Michigan municipal corporation, 14000 Oak Park Boulevard, Oak Park, Michigan 48237-2090, and the **Board of Directors of the Oak Park Public Library** (“Library Board” or “Lessee”), 14200 Oak Park Boulevard, Oak Park, Michigan 48237.

Recital of Facts

The City of Oak Park, as a result of reduced revenue payments from the State of Michigan, has discontinued library services effective June 30, 2004.

The City has organized a library under Act 164 of Michigan’s Public Acts of 1877, MCL 397.201 et seq. (the “Act”).

Organizing a library under such Act will provide continuation of library services to the citizens of Oak Park.

In order to economically implement the organization, establishment, staffing and functioning of the Oak Park Public Library (“Library”) under the Act, the parties hereto mutually desire to enter into this Employee Leasing Services Agreement.

NOW, THEREFORE, pursuant to the Act and the mutual covenants herein, the parties agree as follows:

I. Personnel

1.1 Subject to the terms of this Agreement, the City agrees to furnish Library Board, and Library Board agrees to utilize from the City, all personnel necessary for the proper functioning of the Library. A list of personnel positions currently serving the Library is attached as Exhibit A and is subject to change at the direction of the Library Board with the consent of the City.

1.2 With input from the Library Board, the City agrees to consider regular updates to the functions, job titles, and compensation of the employees leased to the Library with direct input from the Library Director and Library Board, subject to certain requirements (i.e. collective bargaining agreement between the City and the TPOAM union, City policy, etc.).

II. Term of Agreement

This Agreement shall commence on the date of the last party to sign (“Effective Date”) and remain in full force and effect for a term of one (1) year (the “Term”), renewing automatically annually according to its terms and based on the Effective Date, unless terminated by either party. Either party may terminate this Agreement by giving at least nine (9) months prior written notice to the other or following a Default as set forth in Section VI.

III. Administration

3.1 The City is the employer of those persons furnished to Library and is liable as such for all purposes. The City reserves the exclusive right to exercise all power and control over its employees belonging to an employer at common law and by statute, provided, however, nothing contained herein limits the Library Board’s statutory authority under the Act in connection with any employee hereby leased.

3.2 The Library Board shall be responsible for the general oversight of the Library Director. The Library Director shall supervise and be responsible for employees working at the Library. Except for purpose of inquiry, the Library Board shall deal with the daily operations of the Library solely through the Library Director, and shall not give orders to any of the subordinates of the Library Director. The parties agree that the hiring of employees working in the Library shall be done through the City's Human Resources Department in consultation with the Library Director and a Library Board representative if so desired by the Library Board. Hiring of the Library Director shall be done through the City's Human Resources Department with final decision at the discretion of the Library Board with concurrence of the City. The parties agree the Library Board and City administration shall conduct performance reviews of the Library Director at least annually, and will be made part of the employee's personnel file.

3.3 All employees working at the Library shall be subject to the Library's policies, as adopted for the operation of the Library. All Library policies, to the extent they apply to City employees, shall be consistent with, and inclusive of those in effect or adopted by the City for its employees, and applicable collective bargaining agreements. The Library Director shall be responsible for ensuring that employees working at the Library are adhering to all applicable policies and procedures. City administration is responsible for ensuring the Library Director is adhering to all applicable policies and procedures as they pertain to City employees. Discipline or other employment actions of City employees assigned to the Library and working under the supervision of the Library Director shall be performed only upon consultation and with concurrence of the City and shall be consistent with City disciplinary procedures. Discipline or other employment actions of the Library Director as they pertain to City employees shall be done by the City administration only upon consultation with the Library Board and shall be consistent with City disciplinary procedures. Nothing herein precludes the Library Board from requesting the City remove from the Library a City employee working in the Library, which request shall be honored by the City.

IV. Fee

In consideration of the personnel services provided by the City under this Agreement, the City and Library Board agree:

4.1 In preparing its budget, the Library Board shall set forth the compensation available for City employees leased pursuant to this Agreement. City shall set the Associated Payroll Costs for each leased City employee. The term "Associated Payroll Costs" shall include, but not be limited to, wages, salaries, and all fringe benefit costs, including workers' compensation, unemployment compensation, medical and life insurance costs, defined compensation contributions, payroll and other taxes, and other related costs properly allocated to the employees assigned to the Library. Each pay period; Library Board shall reimburse the City for all Associated Payroll Costs for all of the City's employees leased to the Library during such pay period which shall reflect the compensation fixed by the Library Board (the "Fee").

4.2 During the Term of this Agreement, the City may adjust the Fee as made necessary by statutory and regulatory changes, including, but not limited to, adjustments to FICA, federal and/or state unemployment taxes and workers' compensation, medical and pension contributions, and life insurance.

4.3 The Library Director shall report to the City all time worked by all the City's employees working at the Library each pay period and shall provide the City with verification of same per pay period.

4.4 Library shall reimburse the City for all City employee services not contemplated by this Agreement which may be required by Library.

V. Insurance

5.1 The City shall furnish, and keep in full force and effect at all times during the Term of this Agreement, general liability, automobile liability, and workers' compensation insurance covering all the employees furnished to Library pursuant to the terms of this Agreement. Upon written request by Library Board, the City shall furnish a certificate of insurance verifying such coverage.

5.2 Library Board shall reimburse the City for the cost of furnishing all such insurance.

VI. Default

6.1 Acts of default by Library shall include:

(a) failure of Library Board to pay any Fee to the City within thirty (30) days after it is due under this Agreement following at least fourteen (14) days written notice of the failure;

(b) for matters pertaining to City employees, failure of Library Board to comply within seven (7) days of any reasonable due date in a written directive of the City, when such directive is promulgated or made necessary by: (i) a federal, state or local governmental body, department or agency; or (ii) an insurance carrier providing coverage to the City and/or its employees;

(c) violation by Library of any provision of this Agreement.

6.2 Upon an act of default by Library Board other than under Paragraph 6.1(c) above, the City shall have the option, in its sole and absolute discretion, of terminating this Agreement, and in the event the City exercises such option, this Agreement shall terminate on the date written notice of same is delivered to Library Board. In the event, however, of an act of default by Library under Paragraph 6.1(c) above, the City shall have the option in its sole and absolute discretion of terminating this Agreement effective following fourteen (14) days written notice to cure.

VII. Assignment

Neither party shall assign this Agreement or its rights and duties hereunder, or any interest herein, without the prior written consent of the other party.

VIII. Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

IX. Entire Agreement

This instrument, including attached Exhibit A, contains the entire Agreement of the parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter of this Agreement. No amendment or modification to this Agreement shall be valid unless in writing and signed by both parties to the Agreement.

X. Severability

If any provision of this Agreement, or any amendment to it, should be invalid, the remaining provisions shall remain in effect and be so construed as to effectuate the intent and purposes of this Agreement and any amendments to it.

XI. Notices

All notices, requests and communications provided hereunder shall be in writing, and hand delivered or mailed by United States registered, certified, or express mail, return receipt requested, and addressed to the party's principal place of business as set forth in this Agreement and shall be deemed duly given on the date hand delivered or on the date mailed.

XII. Waiver

The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of a breach of any other term or provision of this Agreement.

XIII. Miscellaneous

13.1 Library Board and the City agree to immediately report to each other in writing all accidents and injuries involving the City's employees leased to Library Board.

13.2 Library Board agrees to timely comply, at its sole cost and expense, with any applicable specific directives pertaining to City employees promulgated by: (i) a federal, state or local governmental body, department or agency, (ii) an insurance carrier providing coverage to the City and/or its employees affecting this Agreement, and/or (iii) the City as made necessary by circumstances which currently or specifically affect the City's employees leased pursuant to this Agreement.

13.3 This Agreement is between the City and Library Board and creates no individual or third-party beneficiary rights, including but not limited to rights of City employees as against Library or the City.

13.4 The City and the City's workers' compensation insurance carrier shall have the right to inspect the Library's premises, including any job site to which Library Board assigns the employees. To the extent possible, such inspection shall be scheduled at a mutually convenient time.

IN WITNESS, the undersigned have executed this Agreement as of the date written below.

WITNESS:

**CITY OF OAK PARK, a Michigan
Municipal Corporation,**

By: _____

Dated: _____

WITNESS:

**BOARD OF DIRECTORS OF THE
OAK PARK PUBLIC LIBRARY,**

By: _____

Dated: _____



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Interlocal Agreement with Oakland County Regarding CARES Act Funding

DEPARTMENT: City Manager's Office

SUMMARY: Oakland County was a direct recipient of a portion of the CARES Act Funding provided by the Federal Government to assist with relief efforts in relation to the COVID-19 pandemic. County Executive, David Coulter and the Oakland County Board of Commissioners are allocating \$30 million of the funds they received to local cities, villages and townships to remediate the impact of the COVID-19 pandemic in Oakland County Communities.

The distribution of funds is on a rolling basis, and all expenditures must meet the guidance established by the U.S. Treasury Department, and Oakland County. The City will be applying for these funds to seek reimbursement for many of the costs expended to keep staff and residents safe during the pandemic. In order to receive funds, the City must have this interlocal agreement in place.

RECOMMENDED ACTION: Request City Council approval of Interlocal Agreement between Oakland County and City of Oak Park contingent upon review by the City Attorney

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____

Finance Director: _____

EXHIBITS:



To: Erik Tungate, City Manager of Oak Park

From: Ashley McBride-Braswell

Re: CARES Act Coronavirus Relief Fund – CVT Expenditure Submission Form

Oakland County Executive David Coulter, and the Oakland County Board of Commission, are pleased to make available \$30 million of the county's CARES Act allocation to local cities, villages and townships to remediate the impact of the COVID-19 pandemic in your community.

Guidelines

These funds are made available under the following guidelines:

- All expenditures must meet the guidance established by the U.S. Treasury Department, and Oakland County. (Highlight copies are attached to this memo as a pdf. The documents are also available at the following links:
[Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments](#)
[Coronavirus Relief Fund Frequently Asked Questions](#)
- All expenditures must be supported by records sufficient to demonstrate that the amount of payments from the Fund have been in accordance with section 601 (d) of the Social Security Act. The CVT must provide existing documentation and agree to participate in the production of documents required by any future audit of the CARES Act program, and funds not spent in accordance with the Act must be returned to the County.
- The CVT must agree that shall they receive direct funding from the federal or state government to cover these expenses, the county money will be returned.
- Each CVT must submit an expenditure form to the County to ensure compliance.
- These funds may be used to pay the 25% "cost share" or "local match" required to obtain FEMA Public Assistance reimbursement. The CVT shall not submit an expenditure submission form for any expense which is eligible to be covered through FEMA Public Assistance Reimbursement.
- These funds may not be re-distributed unless to assist individual residents as permitted by the CARES Act or pay for vendors or services as permitted by the CARES Act.

- The CVT and Oakland County will enter an interlocal agreement prior to disbursement of the funds.

Process for Submission and Reporting

Information Guidelines on Eligible Expenses

Attached to this memo are the U.S. Treasury guidelines and FAQs with some areas of particular interest highlighted. In addition, we have started to put together a list of questions below that we have received from local units of government that may be useful as you review your qualifying expenditures.

Zoom Meetings to Review Guidelines on Eligible Expenses.

We have scheduled a Zoom Meeting to review general guidelines and to answer specific questions. Please RSVP to me and provide questions in advance.

Thursday, June 11, 12-1pm

Phase 1: Next Steps and Timeline

Step 1 – Review materials, participate in Zoom meeting, ask your questions about eligible expenses

Step 2 - Complete Expenditure Submission Form. The form will be available online starting Thursday, June 11. I will send you a link as soon as it is live. Attached to this memo is an expenditure submission form to give you a sense of the information requested. We understand that these may need to be submitted to the County on a rolling basis, but we are setting June 30 as the first deadline. Monthly deadlines will follow.

Step 2 – County review to confirm eligibility

Step 3 – County and CVT sign interlocal agreement; Board of Commission approves

Step 4 – County disburses funds

Funding Cap Per Community

We hope to be able to accommodate all the eligible expenses within the \$30 million. Should a cap become necessary it will be based on a formula set by the Oversight Committee.

Future Phases

We understand that the process with FEMA may evolve over the next months. We also anticipate that CVTs may have future expenses that meet the eligibility requirements. We will open additional phases of the program to accommodate both areas should funding remain available.

Local FAQs (We will continue to add to this as we receive questions)

Q: May the funds be used to cover the increased cost of workers compensation.

A: Yes. I Yes. From the CARES FAQs, "Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense."

Q: May the funds be used to cover the cost of staff staying at home, but required to be on call for work?

A: Based on this description, there is no connection to COVID-19, and these are budgeted employees, so these costs would not be eligible. If there is additional background, please send it over for review.

Q: May the funds be used to cover the two-thirds FMLA Child Care or COVID 80 leave hours?

A: The Families First Act stipulates additional FMLA for this type of leave.

<https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

There is no funding for governments, however the CARES FAQs states, eligible expenditure includes, "Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for retirement incentives for employees that were subject to layoff as a result of COVID.

A: Making the case that the cost of retirement incentives are related to COVID-19 is likely to be very difficult.

Q: May the funds be used to cover IT costs, including staff, necessary to provide for teleworking?

A: Yes, the CARES Guidance states, an eligible expenses include, "Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for attorney fees to ensure compliance with health and executive orders?

A: Yes, the CARES Act includes, "Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety."

Q: May the funds be used to cover the increased cost of construction projects because of COVID?

A: Unlikely. May depend on the COVID related rationale provided by the contractor.



To: Erik Tungate, City Manager of Oak Park

From: Ashley McBride-Braswell

Re: CARES Act Coronavirus Relief Fund – CVT Expenditure Submission Form

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- These funds may be used to pay the 25% "cost share" or "local match" required to obtain FEMA Public Assistance reimbursement. The CVT shall not submit an expenditure submission form for any expense which is eligible to be covered through FEMA Public Assistance Reimbursement.
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- The CVT and Oakland County will enter an interlocal agreement prior to disbursement of the funds.

Process for Submission and Reporting

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Future Phases

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Q: May the funds be used to cover the two-thirds FMLA Child Care or COVID 80 leave hours?

A: The Families First Act stipulates additional FMLA for this type of leave.

<https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>

There is no funding for governments, however the CARES FAQs states, eligible expenditure includes, "Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for retirement incentives for employees that were subject to layoff as a result of COVID.

A: Making the case that the cost of retirement incentives are related to COVID-19 is likely to be very difficult.

Q: May the funds be used to cover IT costs, including staff, necessary to provide for teleworking?

A: Yes, the CARES Guidance states, an eligible expenses include, "Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions."

Q: May the funds be used for attorney fees to ensure compliance with health and executive orders?

A: Yes, the CARES Act includes, "Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety."

Q: May the funds be used to cover the increased cost of construction projects because of COVID?

A: Unlikely. May depend on the COVID related rationale provided by the contractor.

**AGREEMENT FOR CARES ACT DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
The City of Oak Park**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Oak Park ("Public Body"), 14000 Oak Park Boulevard, Oak Park, MI 48237. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its CARES Act funds to Public Body. County has allocated a portion of its CARES Act funds to be distributed to CVTs within Oakland County, which will be used to assist CVTs in meeting certain areas of need caused by the COVID-19 pandemic.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

- 1.6. **Public Body** means the City of Oak Park including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Oakland Together CVT funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity. "Public Body Employee" does not include an individual resident of Public Body who receives an authorized distribution of Oakland Together CVT funds.
- 1.8. **CARES Act funds** means the money distributed to the County by the United States Department of Treasury pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act.
- 1.9. **CVTs** means Cities, Villages, and Townships.
- 1.10. **Oakland Together CVT funds** means that portion of the CARES Act funds which the County has allocated to CVTs within Oakland County.
- 1.11. **Expenditure Submission Form** means the form which Public Body must complete and submit to the Office of the County Executive (OCE) prior to any disbursement of Oakland Together CVT funds to Public Body.
- 1.12. **OCE** means the Office of the Oakland County Executive, which includes the Chief Deputy and other Deputy County Executives.
- 1.13. **Oversight Committee** means the committee established by the Oakland County Board of Commissioners in the resolution allocating the Oakland Together CVT funds.
2. **COUNTY RESPONSIBILITIES.**
 - 2.1. OCE will review Public Body's Expenditure Submission Form(s) to determine whether Public Body is eligible to receive a distribution of Oakland Together CVT funds. This determination will be in the OCE's discretion pursuant to the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Government" or other guidance issued by the Federal Government. OCE may request any supporting documentation it deems necessary to fully evaluate Public Body's eligibility.
 - 2.2. If OCE determines that Public Body is eligible to receive a distribution, County will distribute the eligible amount to Public Body.
 - 2.3. County is not obligated or required to distribute any Oakland Together CVT funds to Public Body if OCE determines that Public Body is not eligible to receive the funds, or if the amount of Oakland Together CVT funds available are not sufficient to fulfill Public Body's Expenditure Submission Form.
 - 2.4. After November 30, 2020, County will not accept any further Expenditure Submission Forms from Public Body, and County will retain the balance of any Oakland Together CVT funds for which Public Body was originally eligible, but which are not covered by an approved Expenditure Submission Form.

- 2.5. If County retains the balance of Oakland Together CVT funds not covered by an approved Expenditure Submission Form under Section 2.4, County may redistribute any or all of that amount to other eligible CVTs or as otherwise deemed appropriate by OCE.
- 2.6. OCE will work in collaboration with the Oversight Committee in determining Public Body's eligibility for Oakland Together CVT funds, and the amount of said funds to be distributed to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body may be eligible to receive a portion of Oakland Together CVT funds. Public Body shall complete and submit an Expenditure Submission Form to OCE and receive OCE approval prior to the receipt of any Oakland Together CVT funds.
- 3.2. In its first Expenditure Submission Form, Public Body shall only apply for Oakland Together CVT funds to pay for expenditures or programs already made by Public Body, or for funds to pay Public Body's required 25% "cost share" or "local match" required to obtain a FEMA grant.
- 3.3. Public Body shall follow all guidance established by the United States Treasury Department, and the County, when expending Oakland Together CVT funds, including, but not limited to, Section 601(d) of the Social Security Act and the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments."¹
- 3.4. Public Body shall not submit an Expenditure Submission Form for any expense which is eligible to be covered by a FEMA (Federal Emergency Management Agency) Public Assistance Reimbursement. Public Body may use Oakland Together CVT funds to pay the required 25% "cost share" or "local match" required to obtain a FEMA grant.
- 3.5. Public Body shall only expend Oakland Together CVT funds to pay for expenses incurred due to the COVID-19 public health emergency, and which expenses were not accounted for in Public Body's most recently approved budget as of March 27, 2020.
- 3.6. Public Body shall only expend Oakland Together CVT funds for expenses incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- 3.7. Public Body shall not use Oakland Together CVT funds as revenue replacement.
- 3.8. Public body shall not redistribute Oakland Together CVT funds, except Public Body shall be allowed to provide direct assistance to individual residents of Public Body, and pay vendors and service providers, as permitted by the CARES Act.
- 3.9. Public Body shall not expend Oakland Together CVT funds in any manner that Public Body did not include in a submitted and approved Expenditure Submission Form.
- 3.10. If Public Body receives an amount of funding from the federal or state government to cover expenses for which Public Body received Oakland Together CVT funds, Public Body shall return that amount of Oakland Together CVT funds to County.
- 3.11. Public Body shall keep records of all expenditures of Oakland Together CVT funds sufficient to demonstrate that said expenditures were in accordance with the guidance documents included in Section 3.3 for a period of 10 (ten) years, at a minimum.
- 3.12. Public Body shall produce said records of expenditures upon request by County or OCE, or as required by any future audit of the CARES Act program.

¹ This document is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

- 3.13. Public Body shall submit records to OCE within 30 (thirty) days after expenditure of Oakland Together CVT funds with a detailed description of how the funds were expended and how the expenditure of funds complied with the CARES Act guidance unless Public Body has already submitted said records with its Expenditure Submission Form.
- 3.14. In the event it is determined by OCE, or any other audit under the CARES Act program, that Public Body expended an amount of Oakland Together CVT funds in violation of the CARES Act requirements or this Agreement, Public Body shall be required to return that amount of money to County.
- 3.15. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 3.16. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 3.17. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 4.2. This Agreement shall remain in effect until January 31, 2021, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of Section 3 after the termination of this Agreement if necessary.

5. **ASSURANCES.**

- 5.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 5.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 3.16, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- 5.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 5.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Oakland Together CVT funds and/or for noncompliance with this Agreement by Public Body Employees.
- 5.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 5.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

6. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 6.1. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended Oakland Together CVT funds in violation of CARES Act requirements or this Agreement. Either OCE or the Board of Commissioners is authorized to terminate this Agreement under this provision. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of CARES Act requirements or this Agreement. County may utilize the provisions in Sections 3.15 – 3.16 to recoup the amount of money owed to County by Public Body.
- 6.2. Public Body may terminate or cancel this Agreement at any time if it determines that it does not wish to receive any Oakland Together CVT funds. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all Oakland Together CVT funds it has already received.
- 6.3. If either Party terminates or cancels this agreement they shall provide written notice to the other Party in the manner described in Section 13.

7. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
8. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
9. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
11. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
12. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
13. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 13.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48341.
 - 13.2. If Notice is sent to Public Body, it shall be addressed to: 14000 Oak Park Boulevard, Oak Park, MI 48237.
14. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
15. **SURVIVAL OF TERMS**. The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 5); No Third-Party Beneficiaries (Section 8); No Implied Waiver (Section 9); Severability (Section 10); Precedence of Documents (Section 11); Governing Law/Consent to Jurisdiction and Venue (Section 14); Survival of Terms (Section 15); Entire Agreement (Section 16), and the record keeping, reporting, audit compliance, and fund return provisions of Section 3.
16. **ENTIRE AGREEMENT**.
 - 16.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Oakland Together CVT funds. With regard to the Oakland Together CVT funds, this Agreement supersedes all other oral or written agreements between the Parties.

16.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Erik Tungate, City Manager hereby acknowledges that he has been authorized by a resolution of the City of Oak Park, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Erik Tungate, City Manager, City of Oak Park

WITNESSED: _____ DATE: _____
Ed Norris, City Clerk, City of Oak Park

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

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF July 6, 2020

SUBJECT: Interlocal Agreement with Oakland County to provide Ballot Counting Services.

DEPARTMENT: City Clerk

SUMMARY: Election legislation was recently enacted that allows Oakland County to assist their municipalities with counting Absent Voter ballots. The attached agreement provides for Oakland County to count Oak Park's Absent Voter Ballots for the August 4, 2020 election as well as all future elections. There is no cost for this service.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the agreement with Oakland County to provide Ballot Counting Services and to authorize the City Manager to sign the agreement on behalf of the City.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *EN* _____

Director of Finance: _____ *N/A* _____

Budgeted:

EXHIBITS: Interlocal Agreement for Elections Services

**AGREEMENT FOR ELECTION SERVICES BETWEEN
OAKLAND COUNTY AND
THE CITY OF OAK PARK**

This Agreement for Election Services Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Oak Park ("Public Body") 14000 Oak Park Blvd., Oak Park, MI 48237. In this Agreement, the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*, for the purpose of County providing Ballot Counting Services for Public Body.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Act** means the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment to this Agreement.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County's security measures, security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Election Services** means the following individual Election Services provided by County's Clerk's Elections Division, if applicable:
 - 1.6.1. **Absentee Ballot Counting** means processing, including, but not limited to, opening, tabulating and reporting absentee ballots and related results.
- 1.7. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in this Agreement under Section 2 or added at a later date by a formal amendment to this Agreement:
 - Exhibit I: Absentee Ballot Counting Services
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Public Body or their designee.
- 1.8. **Public Body** means the City of Oak Park which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Election Services.
- 1.9. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Election Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its County Clerk Elections Division, will provide the Election Services described in Exhibit I which is attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County, through its Board of Election Commissioners and authorized representatives, shall take the necessary and appropriate actions to comply with Section 764d(8) of the Act in the appointment of election inspectors to a County absent voter counting board and all other provisions under the Act governing such board.

- 2.3. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including Exhibit I to this Agreement, and the Act.
- 3.2. Public Body shall deliver the Agreement executed by its authorized representative(s) to County within the time-frame set forth in Section 764d(5) of the Act and, upon County's execution of the Agreement, the Agreement shall be deemed to be filed by Public Body with County in compliance with Section 764d(5) of the Act.
- 3.3. For each Election Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.3.1. Direct coordination and interaction with County staff.
 - 3.3.2. Communication with the general public when appropriate.
- 3.4. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Election Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party or other written notice evidencing such Party's governing body's approval, except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a court, a signature from the Chief Judge of the court shall evidence approval by Public Body, providing a resolution and minutes do not apply. If Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an amendment, this Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. Election Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Election Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Election Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Election Services identified herein, shall not relieve Public Body of any payment obligation for any Election Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Section shall survive the termination, cancellation, and/or expiration of this Agreement.

6. **ASSURANCES.**

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Election Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. **DISCLAIMER OF WARRANTIES.**

- 8.1. THE ELECTION SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE ELECTION SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ELECTION SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE ELECTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. **LIMITATION OF LIABILITY.**

- 9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR ELECTION SERVICE GIVING RISE TO SUCH LIABILITY.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Elections and Public Body's Agreement Administrator for possible resolution. County's Clerk and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the Election Services described in the attached Exhibit(s), upon eighty-four (84) days written notice, or such other notice period as otherwise required by the Act, to the clerk of the other Party if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibit(s), for any reason including convenience. Each Party shall also comply with the requirements under the Act for filing the notice of termination, in which case, Public Body's timely delivery of a notice of termination to County shall be deemed to comply with its filing requirement.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibit(s).
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its County Clerk.

12. **SUSPENSION OF SERVICES**. County, through its County Clerk, may immediately suspend Election Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Election Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Election Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Election Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
15. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work

stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

21. **NOTICES**. Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 21.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Clerk, Election's Division, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 21.2. If Notice is sent to Public Body, it shall be addressed to: 14000 Oak Park Blvd., Oak Park, MI 48237
 - 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The following terms and conditions shall survive and continue in full force beyond the termination, cancellation, or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Payments (Section 5); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).
24. **ENTIRE AGREEMENT**.
 - 24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Election Services described in the attached Exhibit(s). With regard to those Election Services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 24.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____ DATE: _____
Erik Tungate, City Manager, City of Oak Park, MI

WITNESSED: _____ DATE: _____
T. Edwin Norris, City Clerk

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

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

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
[insert name, title]

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

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

WITNESSED: _____ DATE: _____

EXHIBIT I

ABSENT VOTER BALLOT COUNTING SERVICES

1. COUNTY RESPONSIBILITIES.

- 1.1. County, through its Board of Election Commissioners, shall, subject to Public Body's performance of its duties and obligations under this Agreement and the Act, render absent voter ballot counting services in compliance with the Act for absent voter ballots received by the clerk for Public Body prior to 4:00 p.m. on the day before an election. For clarification, County is not providing Election Services for absent voter ballots received by the clerk for Public Body after 4:00 p.m. on the day before an election; pursuant to Section 764d(10) of the Act, Public Body must deliver such ballots to the voting precinct of the elector on election day to be processed and counted.
- 1.2. Unless otherwise agreed upon in writing by the Parties, County shall cause absent voter ballots, including, the ballot return envelopes, secrecy sleeves, and ballots (collectively the "Ballots"), received by the clerk for Public Body prior to 4:00 p.m. on the day before an election to be picked up from the clerk by 6:00 p.m. that day by an authorized representative of County.
- 1.3. Upon completing the process for counting the ballots, County shall place the ballots in ballot containers either provided by Public Body that comply with the requirements described below or provided by County, as determined in County's sole discretion, and seal the ballot containers in compliance with all applicable laws. County shall notify Public Body of its decision to require Public Body to provide ballot containers or to provide ballot containers at least sixty (60) days prior to each election for which County is providing Election Services to Public Body under this Agreement.
- 1.4. County shall retain the sealed ballot containers containing the Ballots for thirty (30) days after the day of the election for which the Ballots were submitted. County shall make arrangements with Public Body for an authorized representative(s) of Public Body to, after the expiration of the thirty (30) day period, pick-up from County the Ballots, mail trails, ballot envelopes, ballot boxes provided by Public Body, qualified voter list, and any other items related to the Ballots transferred by Public Body to County.

2. PUBLIC BODY RESPONSIBILITIES.

- 2.1. Public Body shall perform its duties and obligations under this Agreement and the Act and take any other action necessary or appropriate to assist, and cooperate with, County in rendering the absent voter ballot counting services under this Agreement.
- 2.2. Public Body shall, by 4:30 on the day before an election, have available for transfer to County immediately upon arrival of County's representative, the Ballots received by the clerk for Public Body prior to 4:00 p.m. on that day properly organized in mailing trays, ballot containers, unless provided by County pursuant to this Agreement, in good condition and compliant with the required and appropriate sealing procedures, and a reconciled voter list from the qualified voter file that matches the number of Ballots being transferred to County.
- 2.3. Public Body shall, during any period County is actively rendering Election Services, provide to County access to Public Body's electronic qualified voter file for the sole purpose of County reconciling such list with the number of Ballot envelopes received by County and to make any necessary corrections to the list to reflect the number of Ballot envelopes received.

- 2.4. Public Body shall make arrangements with County to, no later than three (3) business days after the expiration of the thirty (30) day period described in Section 1.4, cause authorized representative(s) in number necessary to pick-up from County premises the Ballots, mail trays, ballot envelopes, ballot boxes provided by Public Body, qualified voter lists, and any other items related to the Ballots transferred by Public Body to County. At such time and on County premises, if County provided ballot boxes to seal the Ballots in providing the Election Services, Public Body shall bring ballot boxes for its authorized representatives to transfer into the Ballots from the County provided ballot boxes. If Public Body does not pick-up such items as required in this Section, at County's election exercised in its sole discretion, Public Body shall, within thirty (30) days of receiving an invoice from County, pay to County \$100_____for each day beyond the three (3) period set forth above that County remains in possession of such items and/or County may have its authorized representatives deliver such items to Public Body on such date and at such time during Public Body's clerk's regularly scheduled office hours County determines, in which case Public Body shall deemed to have accepted possession of all such items.
- 2.5. Upon the earlier to occur of the expiration of the three (3) period set forth in Section 2.4 and the transfer of items to Public Body under Sections 1.4 and 2.5, above, Public Body shall be deemed to be responsible for all such items.

3. **PAYMENT: EXPENSES AND FEES.**

- 3.1. Except as otherwise provided in Section 5 of this Agreement, until such time as County notifies Public Body otherwise, County shall provide the Election Services to Public Body for each election at no cost to Public Body.
- 3.2. At such time County determines it will require the payment of a fee and/or reimbursement for costs and expenses by Public Body for County's Election Services for an upcoming election(s), County shall provide written notice to Public Body in advance of such election(s) with sufficient time for Public Body to terminate this Agreement in accordance with its terms setting forth in detail such fees, costs, and expenses and Public Body shall pay such amounts in accordance with the terms of this Agreement for Election Services rendered by County.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

SUBJECT: Façade Grant Approval 12930 Capital Ave.

DEPARTMENT: Economic Development & Communications

SUMMARY:

The Economic Development & Communications Department has received an application for a Façade Improvement Grant from SFT Food (Browndog Creamery), 12930 Capital Ave. The project specifications have met city guidelines for the program. The project consists of a door replacement. Total cost is \$3,660.03. The 50% grant match will not exceed the guidelines of \$1,830.02

FINANCIAL STATEMENT: Money is available in the facade improvement budget, 704-00.000.277.109

RECOMMENDED ACTION: Request that city council approve the façade grant for 50% of the project costs in an amount not to exceed \$1,830.02 to come from the 2019-2020 fiscal year.

APPROVALS:

City Manager: ET

Department Director: Kui Maru

Director of Finance: _____

Budgeted:

Legal: _____

EXHIBITS: application, design and quote

CITY OF OAK PARK

SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

STATEMENT OF PURPOSE

The Small Business Façade Improvement Program is a grant-based initiative available to qualifying property owners within the City of Oak Park for the purposes of restoring, improving and revitalizing building frontages and storefronts. The intention is that such reinvestment activity will enhance the character of the City while promoting its diverse and vibrant qualities.

PROGRAM FUNDING & ELIGIBILITY

This program is administered through the department of Community and Economic Development (DCED) and operates through a reimbursement process once costs incurred by the applicant have been verified by the DCED. The grant is a 50% grant match up to maximum of \$2,500 per fiscal year. The conditions dictating eligibility are outlined as follows;

1. The property owner must present proof of ownership of the building in question or a notarized letter of consent from the property owner confirming agreement in regards to the proposed renovations.
2. The applicant must provide architectural drawings of the proposed renovations, two current photos of the building and at least two bids for the work to be completed from independently licensed and insured contractors.
3. Any applicant with standing zoning violations or unpaid taxes on the property in question will be disqualified from participating.
4. Eligibility will be limited to commercial and industrial properties. In order for improvements to qualify they must adhere to standing zoning ordinances and the stipulated 8 Mile Boulevard Association Design Guidelines as set forth by the DCED. Acceptable activities include;
 - a. The repair, installation, or replacement of entrances, doors, windows, architectural detail or awnings
 - b. The removal, repair, or replacement of building signage
 - c. The restoration or replacement of architectural features via lighting enhancements and painting
 - d. The cleaning, installation, or repair of masonry, stone or tile on the building façade
5. The following restoration activities are ineligible;
 - a. Any improvements to the building interior
 - b. The repair or replacement of sidewalks
 - c. Any repairs or restorations on the roof of the building

- d. Repairs and restorations done to parking lots
 - e. Landscaping changes or restorations
 - f. Any activity required via City Zoning Ordinances
6. Expenditures eligible for reimbursement include the following;
- a. Architectural design fees from a licensed firm (related to facade improvements only)
 - b. All expenditures and costs directly related to the construction phase
7. Expenditures ineligible for reimbursement include the following;
- a. Fees associated with obtaining necessary permits or licenses to complete proposed renovations
 - b. Fees associated with work completed by applicant, or an applicant's family member

STEPS AND PROCEDURE

1. Property owner or tenant completes application and submits all necessary documentation as stipulated above
2. The DCED reviews the application to verify that the property in question is good standing in regards to all applicable property taxes and zoning ordinances. This review will also include a verification that the proposed renovations are consistent with the design standards put forth by the DCED.
3. The DCED submits the applicant's proposal and application to City Council for approval.
4. Upon approval, the applicant proceeds with the construction process.
5. Once applicant completes the construction process, all paid receipts of eligible expenditures incurred during the renovation are submitted to DCED for review.
6. Subsequent to a favorable review of submitted expenditures, the applicant receives a grant as reimbursement for 50% the approved façade improvement.

CONDITIONS

- Renovations cannot begin until approval has been gained from the DCED
- All work must be completed within 6 months of approval
- Any non-compliance in regards to building codes and zoning violations incurred during the construction phase must be rectified prior to the applicant's submission of paid receipts for reimbursement review.

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: SFT FOODS LLC

Address: 12930 Capital Ave

City: Oak Park

State: MI

ZIP Code: 48237

Phone: 248-615-2955

Email: paul@browndogcreamery.com

FOR TENANTS

Name of Building Owner: Capital Ave Properties LLC

Address of Building Owner: 12930 Capital Ave

City: Oak Park

State: MI

Zip Code: 48237

Phone: 248-615-2955

Email: paul@browndogcreamery.com

PROPERTY TO BE IMPROVED

Name of Business: SFT FOODS LLC

Address: 12930 Capital Ave

Phone: 248-615-2955

City: Oak Park

State: MI

ZIP Code: 48237

Type of Business: Food manufacturer

Tax ID #: 83-4677549

Proposed start of construction: June 15

Anticipated completion: June 15

Short description of proposed work:

Replace side entry door.

ACKNOWLEDGEMENTS

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

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

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.

8. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.

9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES		
Signature of applicant:	<i>Paul Gabriel</i>	Date: 6/1/2020
Printed name of applicant:	Paul Gabriel	
Signature of Property Owner (if applicable):	<i>Paul Gabriel</i>	Date: 6/1/2020
Printed name of Property Owner (if applicable):	Paul Gabriel	
FOR DCED OFFICE USE ONLY		
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are the proposed improvements eligible under the requirements of the program?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the applicant provided architectural drawings of the proposed improvement?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the applicant included at least two photos of the current property?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Date submitted to city council for approval _____	Amount approved _____	
City Council approved	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Client Contact:

Paul
248-361-3759
Email: paul@browndogcreamery.com



WWW.MOTORCITYDOOR.COM

2/18/2020

Quote

SFT Foods
12930 Capitol St.
Oak Park, MI

Based on your request, our discussion and inspection, we offer the following for your consideration:

Remove and haul away the rusted steel door, frame and hardware.

Furnish and Install:

New 18 gauge, insulated, galvanized steel security door set to new 16 gauge, welded corner steel transom frame using new ball bearing hinges.

- Grade 1 high traffic exit push bar with outside pull key and pull handle trim.
- Rim type electric release with digital keypad.
- LCN 4040XP maximum duty door closer.
- Perimeter weather strip, aluminum threshold and bottom door sweep.

\$3,395.00

ADD for finish paint prior to installation: **\$350.00**

Delivery: 7-10 working days

Terms: 50% deposit, balance COD

Please call with any questions.

Thank you,

Darrin Carnagie

Acceptance of Proposal: _____

Parts & Labor included in all prices*

7620 19 Mile Rd. Sterling Heights, MI 48314

PH: 586-726-1100

FAX: 586-726-6466

sales@motorcitydoor.com



(734)525-0875

Estimate

9069

Website: www.altechdoors.net
 Email: altechdoors@gmail.com
 Address: 27519 Schoolcraft Rd
 Livonia, MI 48150

Commercial/Residential
 Overhead Doors, Openers, Man Doors, Dock Systems,
 & Much, Much More!

Estimate Expires	Estimate Date	Terms	P.O. No.
6/17/20	6/2/20	Net 15	

Bill To: Brown Dog Creamery 120 E. Main St Northville, MI 48167	Ship To: Oak Park Warehouse 12930 Capital Street Oak Park, MI 48237 248-361-3759 Paul	Estimator: Doug
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Description	Qty	Rate	Total
Commercial Labor - 2 Technicians Req'd, appx 6-8 hrs to complete Location/Existing: warehouse, rear door Scope of Work/Service: -set up safety barriers/precautions -remove existing frame, door, & hardware (transom above, fill in w/metal) -prep area to receive new material -installation of new frame, door, & hardware as indicated below (reuse panic bar & available options below) -caulk perimeter of frame -dispose of all associated debris, unless otherwise specified by the customer ahead of time -ensure proper functionality, show customer proper use & all in working order to obtain approval signature	1	1,125.00	1,125.00
Hollow Metal Entry Door & Frame size: 40" x 103-1/2" frame: 2" jambs, 3-1/4" head, RP strike reinforce, welded frame, P&D, primed door: custom HM, tack weld seam, primed, vinyl cap hardware: heavy duty closer, butt hinges, brush weatherstrip, door sweep, 5" wide, 1/2" rise threshold LSDA G1 rim exit device U532D 36", Simp Eplex exit trim F/Vond 98/99 device	1	2,315.94	2,315.94
Vulkem Caulk color: grey	8	9.45	75.60

Customer Acceptance & Date:

Altech Doors Acceptance & Date:

Subtotal
Sales Tax (6.0%)
Total

By signing this proposal, the customer agrees to all terms and conditions set forth by Altech Doors and the proposal becomes a binding contract. In return Altech Doors promises to provide professional service and quality material.

Warranty Info: 6 mo's labor & std product mfg warranty applies as stated in owners manual.

Proposal is valid for 30 days of date submitted &/or is subject to change without notice due to unforeseen supplier increases or discrepancies.



NOTE: 3.5% credit card fee on all credit card transactions



(734)525-0875

Estimate

9069

Website: www.altechdoors.net
 Email: altechdoors@gmail.com
 Address: 27519 Schoolcraft Rd
 Livonia, MI 48150

Commercial/Residential
 Overhead Doors, Openers, Man Doors, Dock Systems,
 & Much, Much More!

Estimate Expires	Estimate Date	Terms	P.O. No.
6/17/20	6/2/20	Net 15	

Bill To: Brown Dog Creamery 120 E. Main St Northville, MI 48167	Ship To: Oak Park Warehouse 12930 Capital Street Oak Park, MI 48237 248-361-3759 Paul	Estimator: Doug
---	--	---------------------------

Description	Qty	Rate	Total
Terms: *Estimate valid only for 30 days, prices are subject to change *Lead Time: appx 1-3 wks *Signed estimate/PO # & 50% deposit req'd to order, balance due at time of completion or according to terms *Work to be scheduled & completed M-F, between hours of 8am-4pm, based on uninterrupted site access, if req special access/hours/days labor rate will change *Any changes or missed items to the scope of work may result in additional charges in material &/or labor *Standard warranty as stated by manufactures owner manuals apply, Altech Doors warranty as stated in the "Customer Terms"		0.00	0.00

Customer Acceptance & Date:

Altech Doors Acceptance & Date:

Subtotal	\$3,516.54
Sales Tax (6.0%)	\$143.49
Total	\$3,660.03

By signing this proposal, the customer agrees to all terms and conditions set forth by Altech Doors and the proposal becomes a binding contract. In return Altech Doors promises to provide professional service and quality material.

Warranty Info: 6 mo's labor & std product mfg warranty applies as stated in owners manual.

Proposal is valid for 30 days of date submitted &/or is subject to change without notice due to unforeseen supplier increases or discrepancies.



NOTE: 3.5% credit card fee on all credit card transactions



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

SUBJECT: Façade Grant Approval 14721 11 Mile Rd.

DEPARTMENT: Economic Development & Communications

SUMMARY:

The Economic Development & Communications Department has received an application for a Façade Improvement Grant from Blue Water Properties, 14721 Eleven Mile. The owner began some of the work already as he did not understand it needed to be approved prior. He has halted the work and I am proposing we consider approving the grant match for the work to be completed. The project specifications have met city guidelines for the program. The project consists of a door replacement. Total cost is \$2,790. The 50% grant match will not exceed the guidelines of \$1,395.

FINANCIAL STATEMENT: Money is available in the facade improvement budget, 251-00.000-970.003

RECOMMENDED ACTION: Request that city council approve the façade grant for 50% of the project costs in an amount not to exceed \$1,395.

APPROVALS:

City Manager: _____

Department Director: *Kevin Morrison*

Director of Finance: _____

Budgeted:

Legal: _____

EXHIBITS: application, design and quote

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: <u>Solomon Luss</u>		
Address: <u>25971 Harding Sq.</u>		
City: <u>Oak park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Phone: <u>248-559-1883</u>	Email: <u>flayshiq@aol.com</u>	

FOR TENANTS

Name of Building Owner: <u>Solomon Luss</u>		
Address of Building Owner: <u>25971 Harding Sq.</u>		
City: <u>Oak park</u>	State: <u>MI</u>	Zip Code: <u>48237</u>
Phone: <u>248-559-1883</u>	Email: <u>flayshiq@aol.com</u>	

PROPERTY TO BE IMPROVED

Name of Business: <u>Blue water properties</u>		
Address: <u>14721 West 11 mile</u>		Phone: <u>248-559-1883</u>
City: <u>Oak park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>Food Service</u>	Tax ID #: <u>095424200</u>	
Proposed start of construction: <u>6/3/20</u>	Anticipated completion: <u>6/15/20</u>	

Short description of proposed work:

Touchpoint and Repaint exterior

ACKNOWLEDGEMENTS

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

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

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

SIGNATURES	
Signature of applicant: <i>[Signature]</i>	Date: 6-1-20
Printed name of applicant: Solomon Luss	
Signature of Property Owner (if applicable): <i>[Signature]</i>	Date: 6/1/20
Printed name of Property Owner (if applicable): Solomon Luss	
FOR DCED OFFICE USE ONLY	
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Are the proposed improvements eligible under the requirements of the program?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Has the applicant provided architectural drawings of the proposed improvement?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Has the applicant included at least two photos of the current property?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Date submitted to city council for approval _____ Amount approved _____	
City Council approved	
YES <input type="checkbox"/>	NO <input type="checkbox"/>

Keyway Hospitality LLC

14691 W 11 Mile Rd

Oak Park, MI 48237

Phone: (248) 804-4300

Keyway Hospitality@gmail.com

BILL TO

Blue Water Properties

Attn: Ben Lowy

14721 W 11 Mile Rd

Oak Park, MI 48237

Phone: (845) 608-2921

INVOICE

Change Order: Add on

INVOICE #	DATE
-----------	------

14721

6/29/2020

CUSTOMER ID	TERMS
-------------	-------

1

100%

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Install Shiplap wood around front facing 11 Mile Aluminum Door 2ft around perimeter of door with 1.5 trim.			-
Stain All Shiplap and Trim to customer specified color			-
Weather Seal UV clear sealer over wood for weather Guard			-
Lifetime Treated weatherguard furring strip backing against masonry building exterior			-
All material and Labor Included.			-
Please make checks out to Keyway Hospitality LLC			-
Initial payment \$1,950.00 Payment Received via Check,			-
Final Payment \$1,750.00 + \$500 Total \$2,250			-
Conditional Lien Waivers will be provided upon each payment and a Final Unconditional Lien Waiver will provided after completion of work and final payment			-

Thank you for your business!

SUBTOTAL		4,200.00
TAX RATE		
TAX		-
Total	\$	4,200.00
Paid	\$	1,950.00
Remaining Balance	\$	2,250.00

If you have any questions about this invoice, please contact
keywayhospitality@gmail.com

Keyway Hospitality LLC

14691 W 11 Mile Rd

Oak Park, MI 48237

Phone: (248) 804-4300

KeywayHospitality@gmail.com

INVOICE

INVOICE #

DATE

14721

6/28/2020

BILL TO

Blue Water Properties

Attn: Ben Lowy

14721 W 11 Mile Rd

Oak Park, MI 48237

Phone: (845) 608-2921

CUSTOMER ID

TERMS

1

Upon Receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Prep Exterior of Building for Paint touch up areas	1		-
Clean out damaged Grout Lines in existing masonry around entire pe	1		-
Tuck Point corresponding areas of repair around perimeter of the bui	1		-
Paint Entire Exterior to Customer Specifications	1		-
Hydraulic Cement Cracked tuckpointing areas around entire building	1		-
Remove customer specified shrubery in front of building facing 11 Mile Rd, including Tree Removal	1		-
Clean Ground Perimeter of entire builing.	1		-
Sand down and Rustoleum Metal frames surfaces around garage doors, Windows, glass Blocks etc.	1		-
10 additional Gallons of Behr Premium 1 Part Paint and Primer Enamel per customer specified color codes.	1		-

All material and Labor Included.			-
			-
			-
Please make checks out to Keyway Hospitality LLC			-
			-
Conditional Lien Waivers will be provided upon each payment and a Final Unconditional Lien Waiver will provided after completion of work and final payment			-

Thank you for your business!

SUBTOTAL	2,790.00
TAX RATE	
TAX	-
TOTAL	\$ 2,790.00

If you have any questions about this invoice, please contact
keywayhospitality@gmail.com

Keyway Hospitality LLC

INVOICE

14691 W 11 Mile Rd

Oak Park, MI 48237

Phone: (248) 804-4300

KeywayHospitality@gmail.com

BILL TO

Blue Water Properties

Attn: Ben Lowy

14721 W 11 Mile Rd

Oak Park, MI 48237

Phone: (845) 608-2921

INVOICE #	DATE
14721	6/1/2020
CUSTOMER ID	TERMS
1	50%/50%

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Prep Exterior of Building for Paint	1		-
Clean out damaged Grout Lines in existing masonry around entire perimeter	1		-
Tuck Point corresponding areas of repair around perimeter of the building	1		-
Paint Entire Exterior to Customer Specifications	1		-
Remove customer specified shrubery in front of building facing 11 Mile Rd, including Tree Removal	1		-
10 Gallons of Behr Premium 1 Part Paint and Primer Enamel per customer specified color codes.	1		-
All material and Labor Included.			-
50% down for work to commence and 50% down at completion			-
Please make checks out to Keyway Hospitality LLC			-
Initial payment \$1,850.00			-
Final Payment \$1,850.00			-
Conditional Lien Waivers will be provided upon each payment and a Final Unconditional Lien Waiver will be provided after completion of work and final payment			-

Thank you for your business!

SUBTOTAL	3,700.00
TAX RATE	
TAX	-
TOTAL	\$ 3,700.00

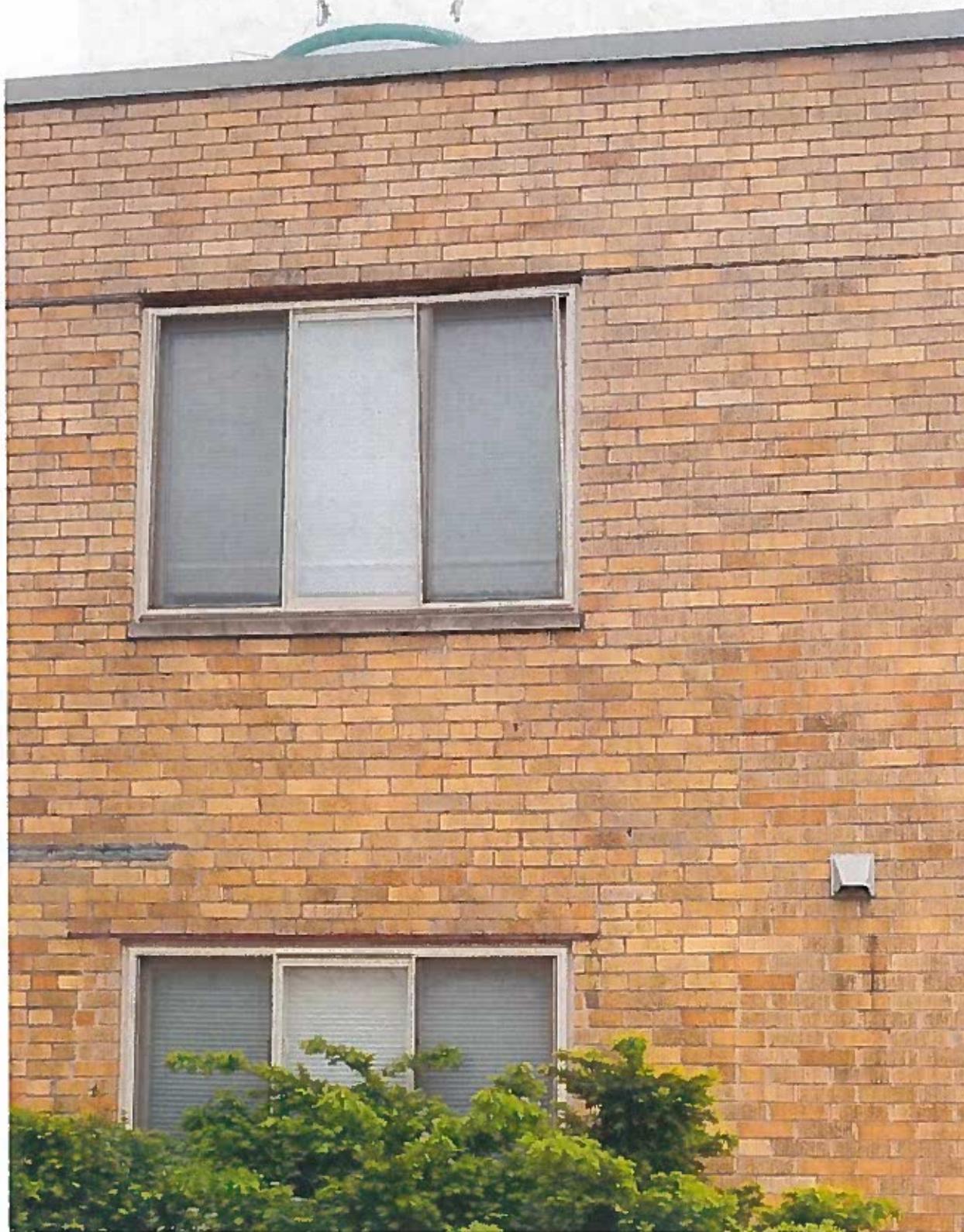
14721 W 11 Mile: Before Pictures

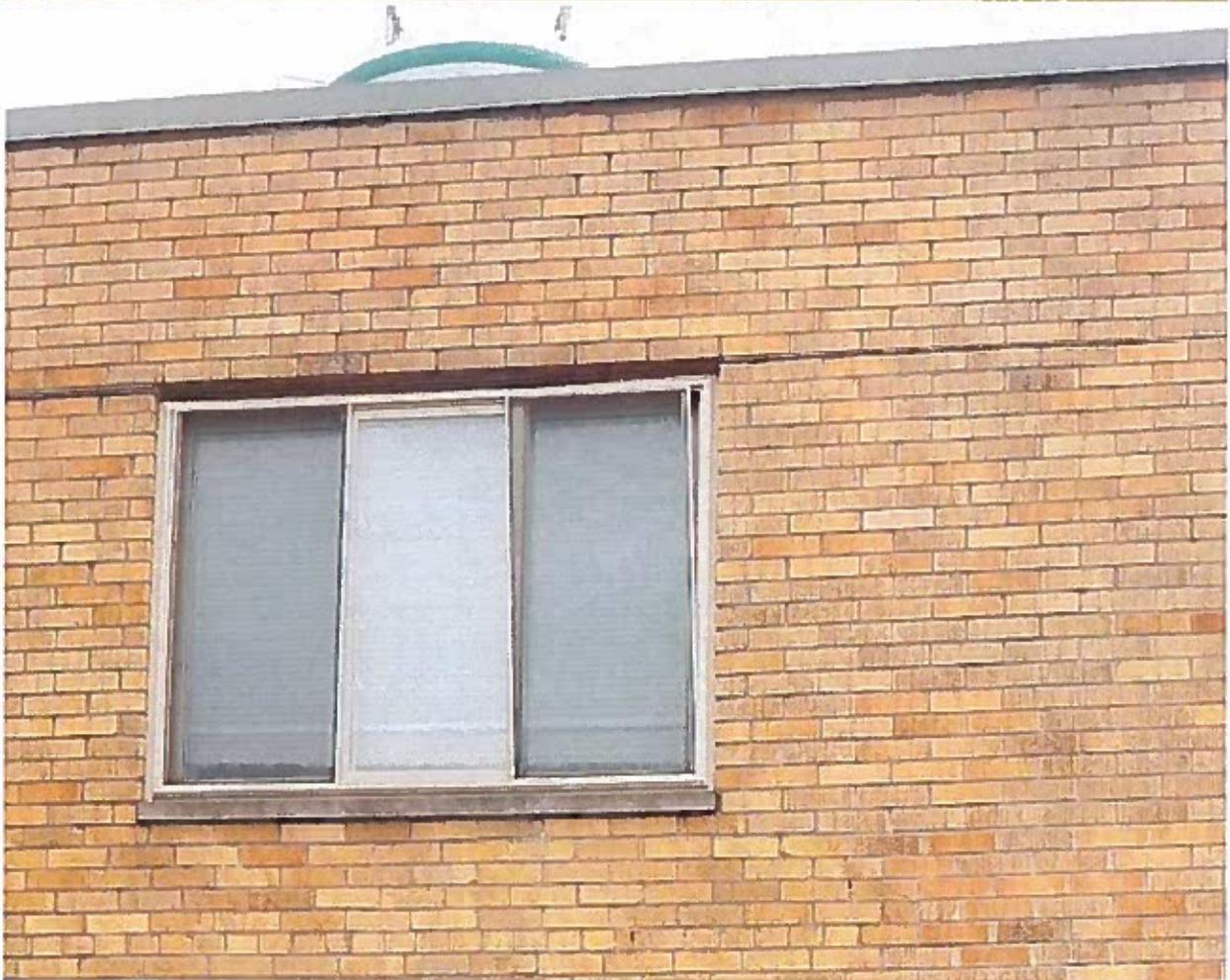
Benjamin Lowy <blowy92@gmail.com>

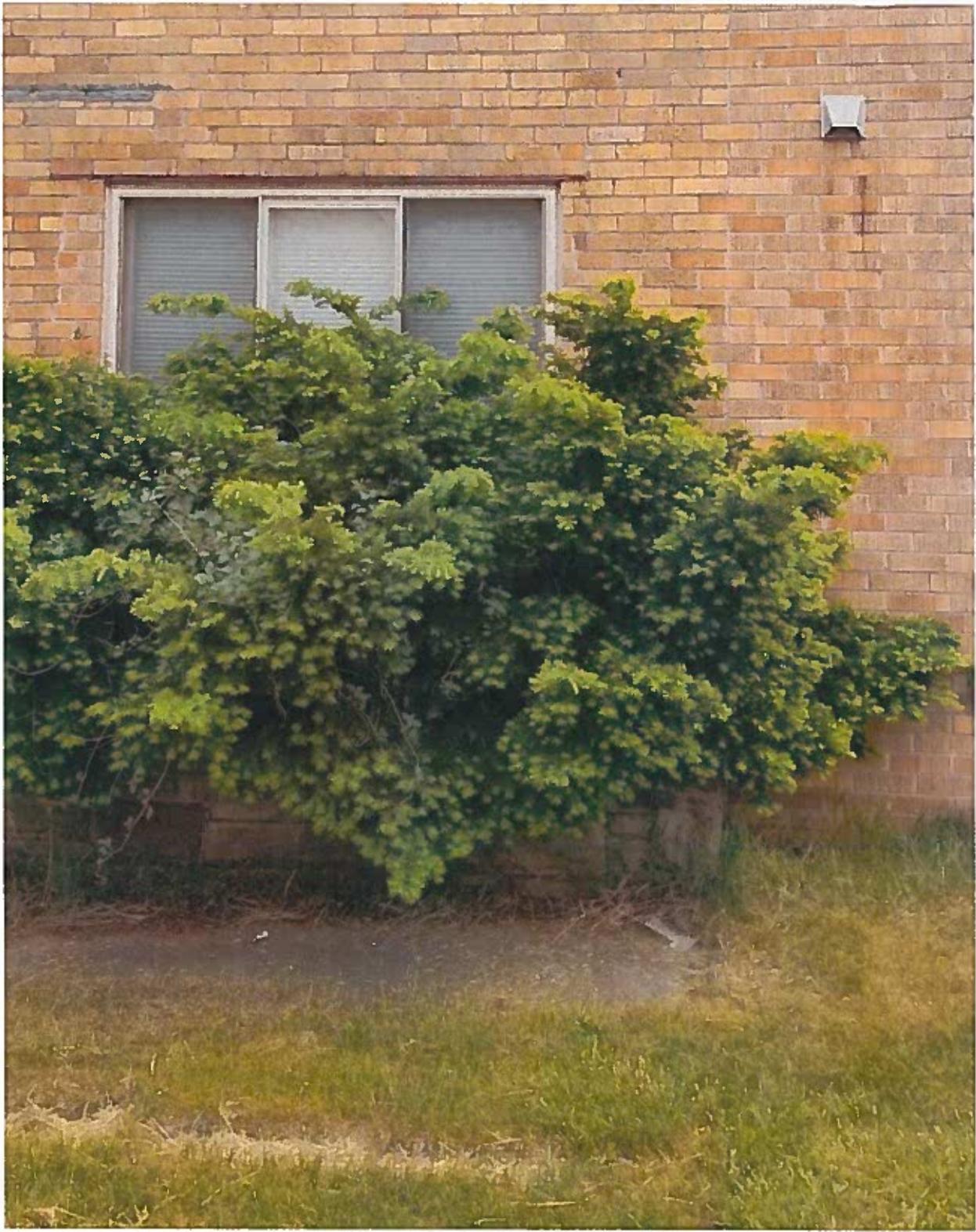
Tue 6/2/2020 12:55 PM

To: Kimberly Marrone <kmarrone@oakparkmi.gov>

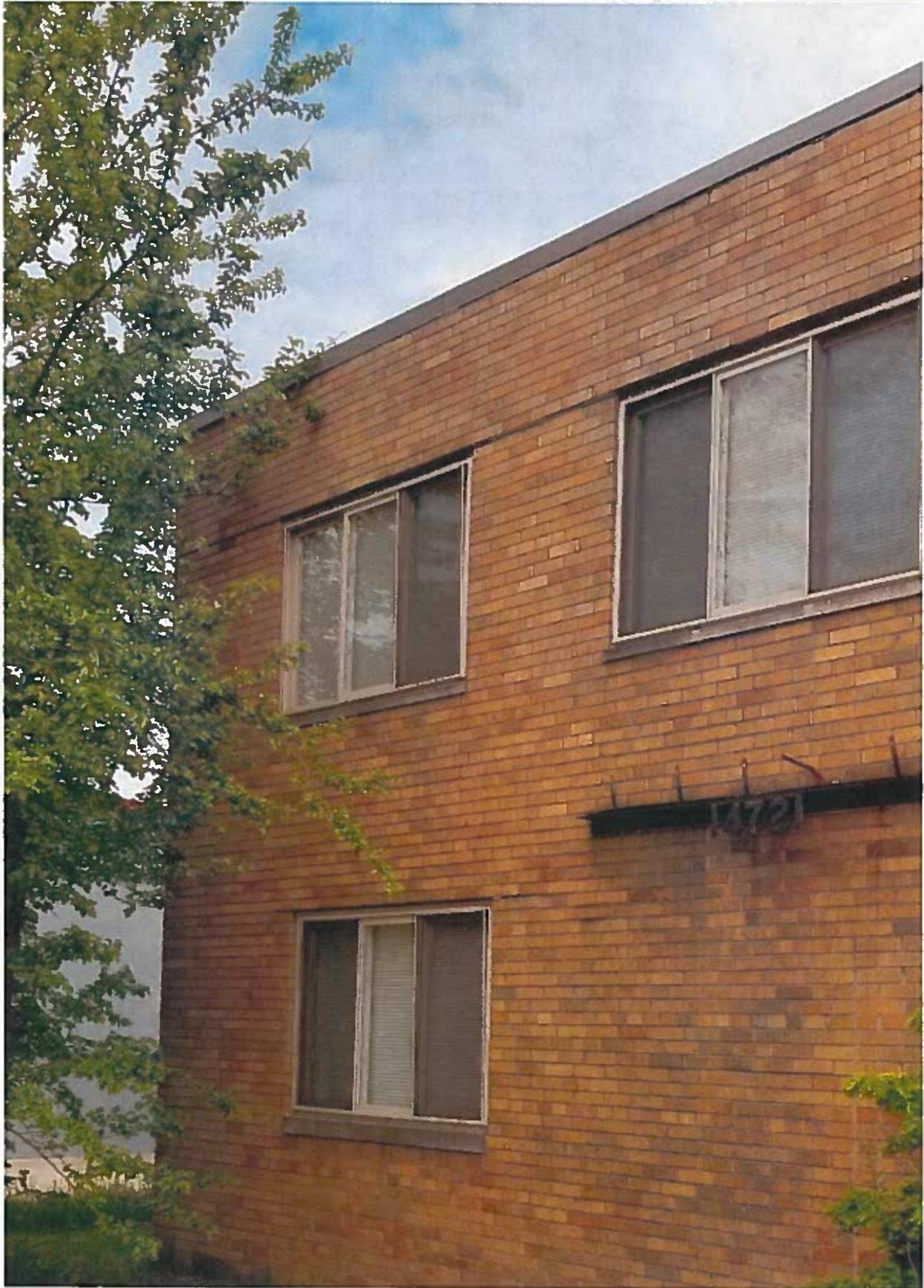
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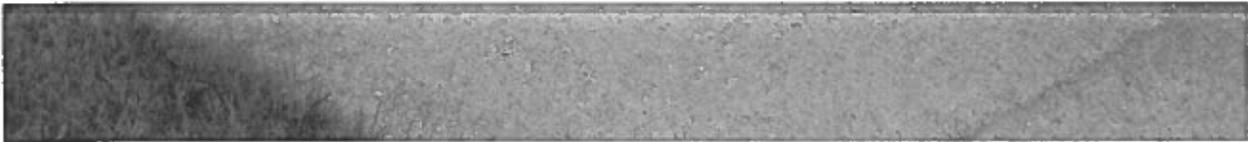












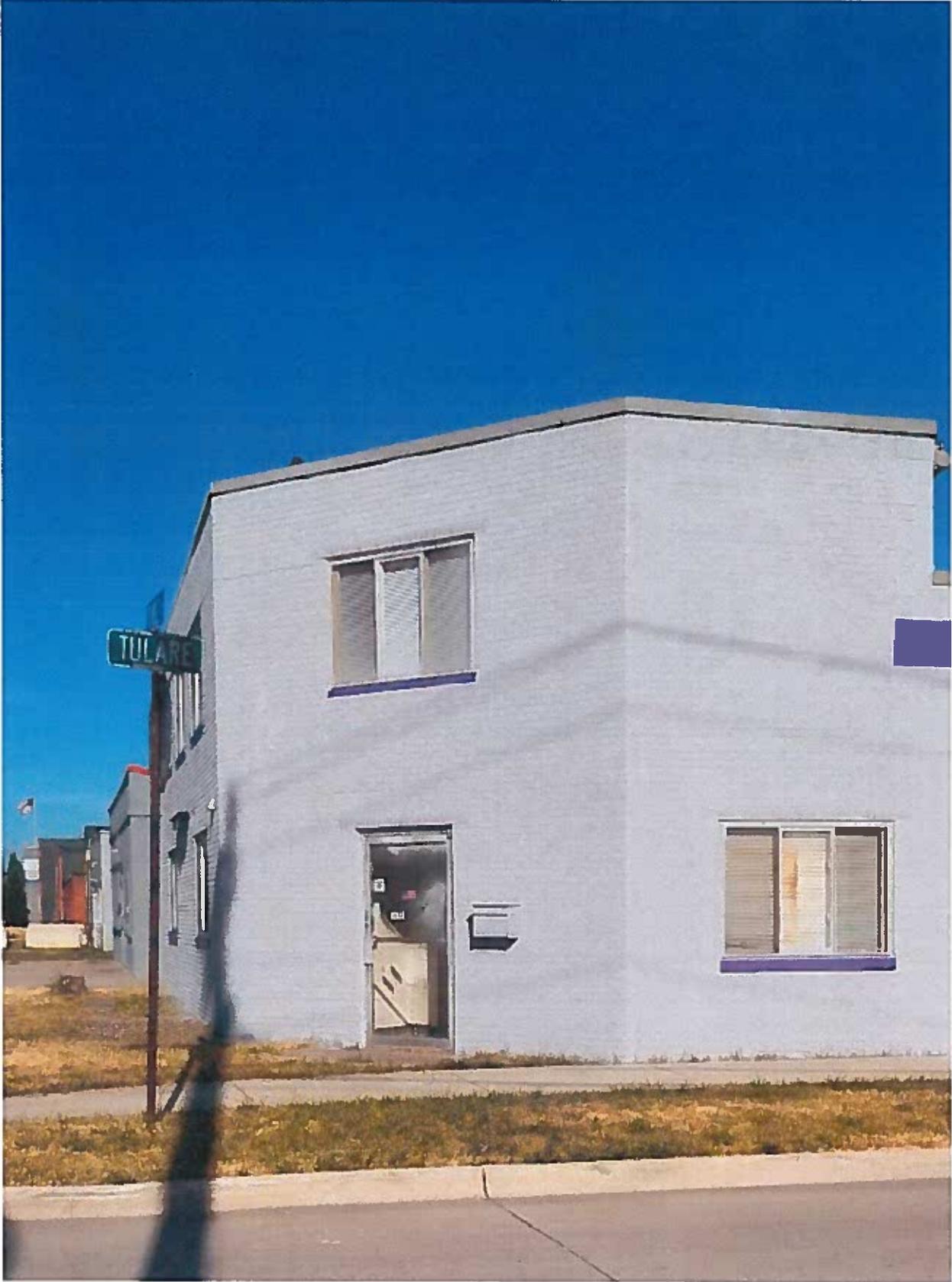
14721 W 11 Mile Rd: Before & After Pics

Benjamin Lowy <blowy92@gmail.com>

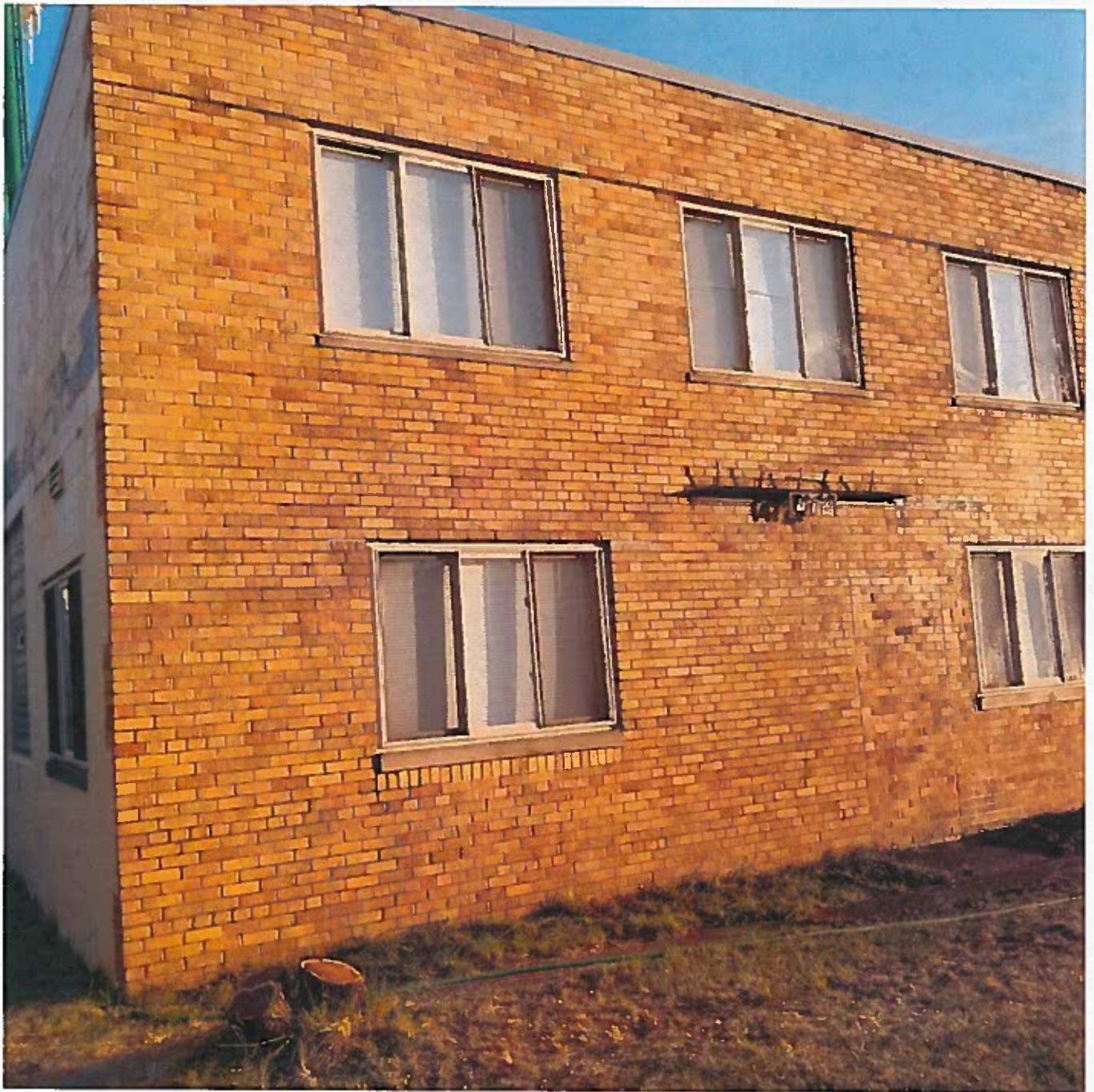
Tue 6/30/2020 1:40 PM

To: Kimberly Marrone <kmarrone@oakparkmi.gov>

Attached is before and after pics.













BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020 **AGENDA #**

SUBJECT: Request Authorization to participate with the Oakland County Purchasing bid to purchase water meter remote radio reading devices.

DEPARTMENT: Public Works - *KJY*

SUMMARY: The Public Works Department is requesting authorization to participate in the Oakland County Purchasing bid for the purchase of water meter remote radio reading devices. The radio reading devices will replace the older versions that have been failing.

FINANCIAL STATEMENT: The amount of \$120,000.00 has been allocated in account number 592-18.538-730 of the current budget for Water Meters.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the Oakland County Purchasing bid for the purchase of 700 Neptune R900 water meter remote radio reading devices at \$83.25 each (\$58,275.00 total). Funding is available in the Water & Sewer Fund.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: ___ *KJY* _____

Finance Director: _____ *SC* _____

Legal: _____ *N/A* _____

Budgeted:

EXHIBITS: Oakland County



FERGUSON WATERWORKS #3389
 24425 SCHOENHERR ROAD
 WARREN, MI 48089-4949

Phone: 586-459-4491
 Fax: 586-755-5861

Deliver To: From: Zach Demers Comments:

10:24:24 JUN 09 2020

Page 1 of 1

FERGUSON WATERWORKS #3386
 Price Quotation
 Phone: 586-459-4491
 Fax: 586-755-5861

Bid No: B043143
 Bid Date: 06/09/20
 Quoted By: ZLD

Cust Phone: 248-691-7400
 Terms: NET 10TH PROX

Customer: CITY OF OAK PARK
 13600 OAK PARK BLVD
 METER SALES ONLY
 OAK PARK, MI 48237

Ship To: CITY OF OAK PARK
 13600 OAK PARK BLVD
 METER SALES ONLY
 OAK PARK, MI 48237

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
N13341200	R900 V4 WALL MIU	700	83.250	EA	58275.00
Net Total:					\$58275.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$58275.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3389&on=2511>



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Request from Doetsch Environmental Services for a contract extension of the 2019 Sewer Cleaning and Inspection Contract, M-700.

DEPARTMENT: DPW – *KJY*

SUMMARY: Request from Doetsch Environmental Services for a contract extension of the 2019 Sewer Cleaning and Inspection Contract, M-700. Doetsch has indicated that they would like to execute a one (1) year extension of their unit prices from this project to perform the 2020 Sewer Cleaning and Inspection Contract, M-716. The contract allowed for one - one (1) year extension. This project will clean, inspect and grade pipes throughout the designated section of the City.

FINANCIAL STATEMENT: There is funding available in the Water and Sewer Fund Account # 592-18.550-930.00 for these expenditures.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Doetsch Environmental Services for the 2020 Sewer Cleaning and Inspection Contract, M-716 for a total amount of \$190,375.00 be approved. Funding is available in the Water and Sewer Fund.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: ___ *KJY* _____

Finance Director: _____ *SC* _____

Budgeted

EXHIBITS: Extension letter from Doetsch, Estimate of work, Area Map

DOETSCH
Environmental Services

21221 MULLIN / WARREN, MI 48089
Ph: 586.755.2090 / Fax: 586.755.2099
www.doetschenv.com

City of Oak Park
Dan Samuel, Engineering
13700 Oak Park Blvd
Oak Park, MI 48237

June 24, 2020

Please accept this letter as our request to continue with the 2019 Sewer Cleaning and Inspection pricing into the 2020 year. The pricing from 2019 which will be held at that level for this year is as follows:

8" - \$1.50 per Foot (Clean and Televisе)
10" - \$1.50 per Foot (Clean and Televisе)
12" - \$1.50 per Foot (Clean and Televisе)
15" - \$1.50 per Foot (Clean and Televisе)
18" - \$1.75 per Foot (Clean and Televisе)
21" - \$1.75 per Foot (Clean and Televisе)
24" - \$1.75 per Foot (Clean and Televisе)
27" - \$1.75 per Foot (Clean and Televisе)
30" - \$2.00 per Foot (Clean and Televisе)
33" - \$2.00 per Foot (Clean and Televisе)
36" - \$2.00 per Foot (Clean and Televisе)
42" - \$4.00 per Foot (Clean and Televisе)
48" - \$4.00 per Foot (Clean and Televisе)
54" - \$4.00 per Foot (Clean and Televisе)
\$40.00 per Catch Basin
\$1.50 Per Foot to televisе the leads after the Catch Basin cleaning

We appreciate this opportunity to be of service to the City of Oak Park and hope to continue serving any needs that may arise.

Sincerely,



Sean M Schotthoefler
Doetsch Environmental Services
21221 Mullin Ave
Warren, MI 48089

EXHIBIT A

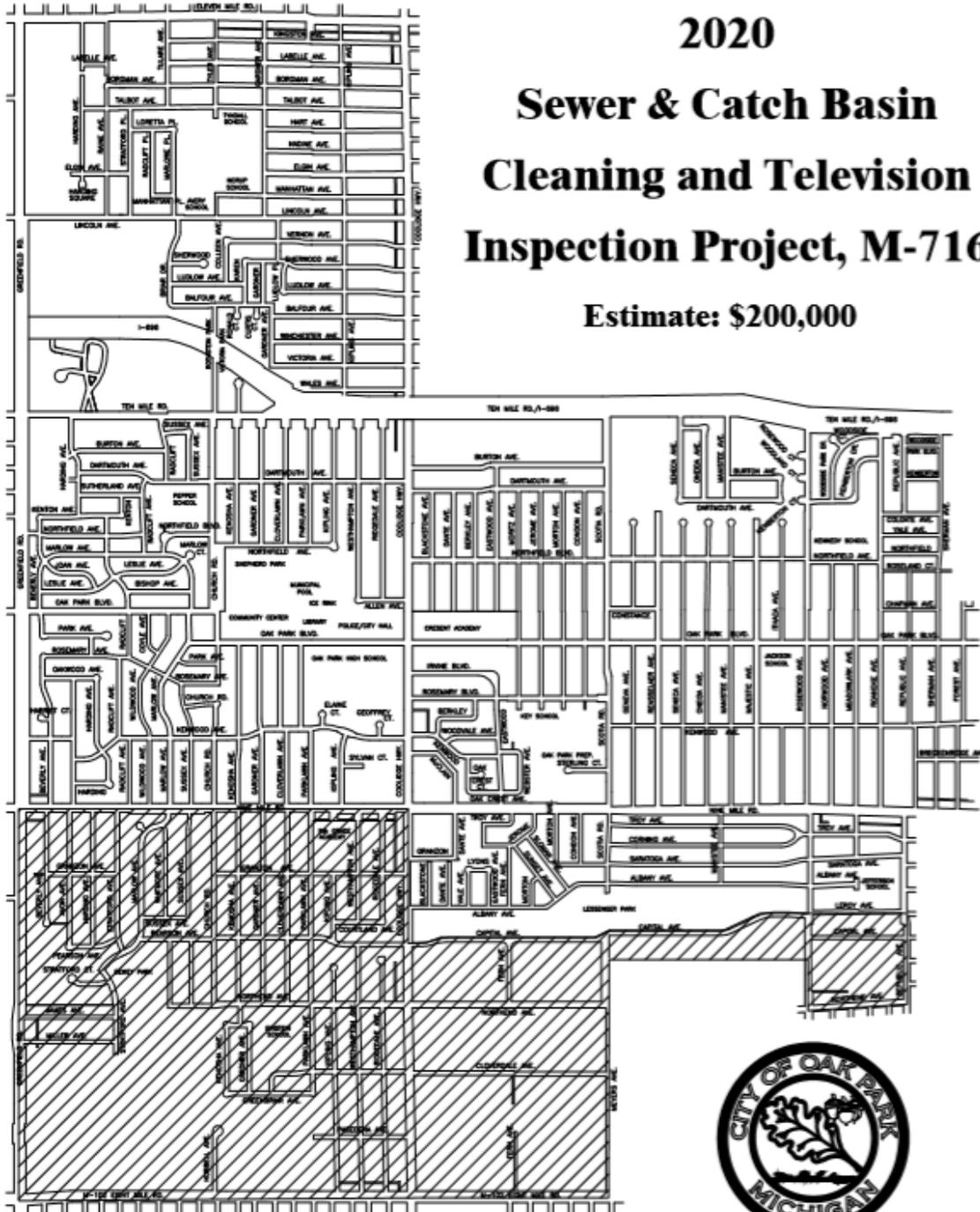
2020 SEWER & CATCH BASIN CLEANING AND TV INSPECTION PROJECT, M-716				DOETSCH ENV. SERVICES 21221 MULLIN AVENUE WARREN, MI 48089	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT
1	Medium 8" Sewer Cleaning & TV Inspection	200	LFT	\$ 1.50	\$ 300.00
2	Medium 10" Sewer Cleaning & TV Inspection	5,300	LFT	\$ 1.50	\$ 7,950.00
3	Medium 12" Sewer Cleaning & TV Inspection	31,000	LFT	\$ 1.50	\$ 46,500.00
4	Medium 15" Sewer Cleaning & TV Inspection	12,700	LFT	\$ 1.50	\$ 19,050.00
5	Medium 18" Sewer Cleaning & TV Inspection	14,700	LFT	\$ 1.75	\$ 25,725.00
6	Medium 21" Sewer Cleaning & TV Inspection	11,300	LFT	\$ 1.75	\$ 19,775.00
7	Medium 24" Sewer Cleaning & TV Inspection	5,800	LFT	\$ 1.75	\$ 10,150.00
8	Medium 27" Sewer Cleaning & TV Inspection	4,900	LFT	\$ 1.75	\$ 8,575.00
9	Medium 30" Sewer Cleaning & TV Inspection	1,900	LFT	\$ 2.00	\$ 3,800.00
10	Medium 33" Sewer Cleaning & TV Inspection	200	LFT	\$ 2.00	\$ 400.00
11	Medium 36" Sewer Cleaning & TV Inspection	3,200	LFT	\$ 2.00	\$ 6,400.00
12	Medium 42" Sewer Cleaning & TV Inspection	1,000	LFT	\$ 4.00	\$ 4,000.00
13	Medium 48" Sewer Cleaning & TV Inspection	1,200	LFT	\$ 4.00	\$ 4,800.00
14	Medium 54" Sewer Cleaning & TV Inspection	0	LFT	\$ 4.00	\$ -
15	Catch Basin Lead Cleaning & TV Inspection	10,600	LFT	\$ 1.50	\$ 15,900.00
16	11 Mile Parking Lot CB Lead Cleaning & TV Inspection	0	LFT	\$ 10.00	\$ -
17	Catch Basin Structure Cleaning	425	EA	\$ 40.00	\$ 17,000.00
18	Sewer Lateral Protruding Lead Cutting	5	EA	\$ 10.00	\$ 50.00
				TOTAL COST	\$ 190,375.00

City of Oak Park

2020

Sewer & Catch Basin Cleaning and Television Inspection Project, M-716

Estimate: \$200,000





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Request from Mattioli Cement Co. LLC for a contract extension of the 2019-2020 Miscellaneous Concrete Contract, M-699.

DEPARTMENT: DPW – *KJY*

SUMMARY: Request from Mattioli Cement Co. LLC for a contract extension of the 2019-2020 Miscellaneous Concrete Contract, M-699. Mattioli has indicated that they would like to execute a one (1) year extension of their unit prices from this project to perform the 2020-2021 Miscellaneous Concrete Contract, M-714. The contract allowed for one - one (1) year extension. This project will replace deteriorated concrete patches throughout the City.

FINANCIAL STATEMENT: There is \$200,000 funding available in both the Local Street Fund Account #203-18.479.970.000 and in the Water and Sewer Fund Account #592-18.538-970.000 for these expenditures.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Mattioli Cement Co. LLC for the 2020-2021 Miscellaneous Concrete Contract, M-714 for a total amount of \$399,999.42 be approved. Funding is available in the Local Street Fund and Water and Sewer Fund.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *KJY* _____

Finance Director: _____ *SC* _____

Budgeted

EXHIBITS: Extension letter from Mattioli, Estimate of work, Area Map

MATTIOLI CEMENT CO. L.L.C

685 MCGUIRE

FENTON MI. 48430

To Dan Samuel:

This letter is to inform you that Mattioli Cement Co. L.L.C will exercise the option In
Our contract for a One year renewal at the same unit prices.

Thank You,

John Mattioli

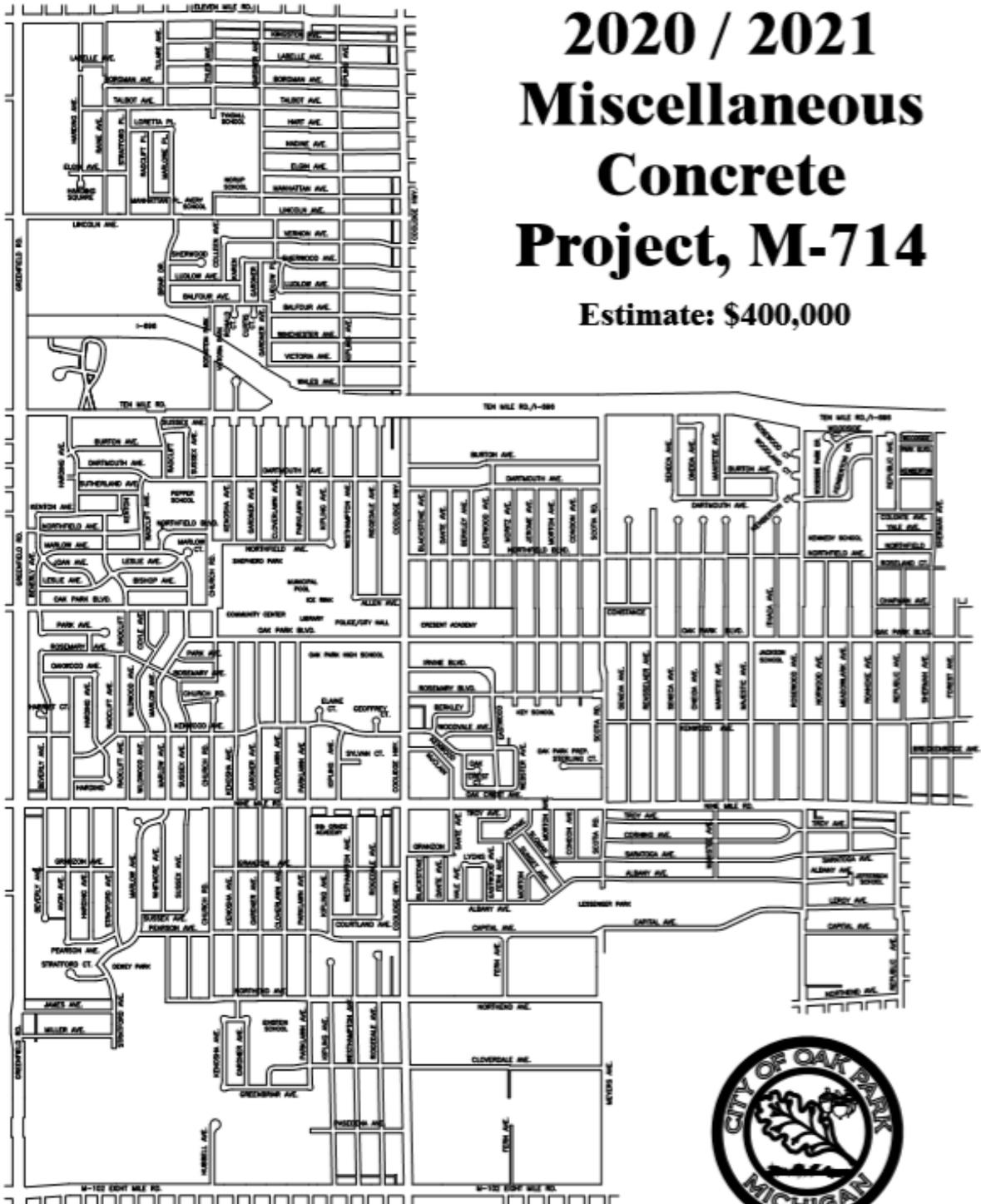
A handwritten signature in black ink that reads "John Mattioli". The signature is written in a cursive style with a large initial "J" and "M".

Mattioli Cement Co. L.L.C

City of Oak Park

2020 / 2021 Miscellaneous Concrete Project, M-714

Estimate: \$400,000





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2020

AGENDA #

SUBJECT: Providing Credits to Rate Payers for Storm Water Mitigation

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

SUMMARY: Effective July 1, 2020, Oak Park has changed how sewer rates are charged to residents by separating the sanitary sewer and storm sewer charges. Other communities have offered credits to rate payers for installing storm water mitigation measures on their property. After reviewing these credits, the Engineering Department drafted the attached document and are proposing permit fees and credits for different storm water reduction methods. These fees and credits are based on the inspection time, the amount of stormwater reduction to the system as well as the cost to implement and maintain the measure.

RECOMMENDED ACTION: It is recommended that City Council approve these credits as written.

APPROVALS:

City Manager: _____ *ET* _____ Department Director: _____ *KJY* _____

Finance Director: _____ *SC* _____ Legal: _____ *N/A* _____

EXHIBITS: Proposed Credit Document

Storm Water Rate Reduction Credits

Credits for Residential and Commercial Properties – Permit Fee \$30

All credits shown are the yearly credit. This credit will be shown on your quarterly or monthly bill and will be divided accordingly. Your billing cycle will be the same as the cycle you are currently on.

Rain Barrel credit \$50 per year- Installing rain barrels would collect the runoff from rooftops and prevent a portion of it from entering the sewer system.

- Collected rain water should be used for irrigation and watering plants.
- Rain barrels must collect 50% of the runoff coming from the roof of the primary structure.
- They must be a minimum of 35 gallons in size and multiple may be required to meet the 50% requirement.
- They must be properly maintained and the water used on a regular basis for plant watering and other uses.
- If not properly used and maintained the credit will be subject for review.
- The owner must also submit a plan for the location and maintenance/usage of the rain barrel along with the permit application.

Rain Gardens credit \$60 per year - Rain gardens, planted with specially selected native vegetation to capture storm water runoff from rooftops and paved areas. Captured runoff percolates into the soils and is used by the plants. The geometry of rain gardens allows for surface water to be held for a period of time as well. Appropriate plant selection is based on soil type as well as the sunlight for the area it will be planted. To qualify for a Rain Garden or Bio-Swale credit, the following requirements must be met.

- At least 50% of the runoff from the roof area must be absorbed.
- The surface area must be at least 100 square feet and a ratio of less than 5:1 impervious area to rain garden area
- Due to the nature of the soil in the City of Oak Park it is recommended that 18 to 24 inches of soil be replaced with a soil mixture of 50% sand, 30% compost and 20% topsoil.
- There must be vegetation to help absorb rainwater.
- A set of plans must be submitted with the permit application showing the location at least 15 feet from the building along with a maintenance plan showing how the homeowner is going to maintain the area after installation.

The Southeast Michigan Council of Governments (SEMCOG) has resources regarding Rain Garden Design. <https://www.semco.org/land>

Cistern credit \$100 per year- Cisterns can be located above or below ground. While cisterns are similar to rain barrels in function, they are generally more sophisticated in operation, possibly with filtering/treatment of inflow, pumped outlet, flushing mechanism, level sensors or other controls, and bypass piping. To qualify for a Cistern credit, the following requirements must be met.

- The cistern must be 55 gallons in size and retain at least 50% of runoff from the primary structure.

- This may need to increase dependent upon the size of the structure. The cistern must be watertight, equipped with screens, seals or other appurtenances to prevent mosquitos from entering or algae growth.
- Drawings showing the proposed roof area to be collected, the location at least 10 feet away from the building and a schedule of maintenance must accompany the permit application.
- Plumbing and electric permits may be required from the Building Department.

Infiltration Trench and Dry Wells credit \$100 per year - Infiltration trenches and dry wells capture storm water runoff from rooftops and paved areas. Captured runoff infiltrates into the soils, thereby reducing the amount that enters the sewer system. Dry wells and infiltration trenches are buried, perforated structures or pipes surrounded by high porosity stone encapsulated by filter fabric. These features rely solely on the infiltration capacity of the soils, and may not be appropriate in areas with poorly draining soils or shallow water table. To qualify for an Infiltration Trench or Dry Well credit, the following requirements must be met.

- 50% of the runoff from the primary structure must be collected.
- Dry wells must be at least 3 feet deep and possibly deeper depending on the type of soil.
- Infiltration trenches can vary in size but the ratio of the area of the impervious area being collected to the area of the trench must not exceed 5:1.
- Dry wells must accommodate 55 gallons of runoff. Wells and trenches must be lined with filter fabric and backfilled up to 6 to 12 inches from final grade with porous stone having at least 40% porosity.
- Test results must accommodate all stone placement.
- A plan showing the location at least 15 feet from the foundation of the building along with a schedule of maintenance must come with the permit application.

Pervious Pavement credit \$10 per 100 square feet per year - Pervious pavement with infiltration beds captures storm water runoff from rooftops and paved areas. Captured runoff infiltrates into the soils, thereby reducing the amount that enters the sewer system. Pervious pavement examples include asphalt, concrete, pavers, or reinforced grass/gravel. These features rely solely on the infiltration capacity of the soils, and may not be appropriate in areas with poorly draining soils or shallow water table. To qualify for the credit, the following requirements must be met.

- The pervious pavement being placed must replace previously existing impervious area.
- The credit is only for every 100 square feet of placement and no partial credits will be given.
- Due to the nature of the soils in Oak Park, porous stone base must be installed 6 inches thick, and may need to be installed 12 to 36 inches to provide adequate pavement strength for vehicular traffic and temporary storage volume to promote infiltration.
- The porous stone base must come with test results showing the porosity of the stone being greater than 40%.
- The owner must consider the following maintenance schedule to maintain its effectiveness. Pavement vacuuming twice per year in the spring and fall to clean out the pavement pores. Maintain all greenbelt areas adjacent to the pavement. Immediately clean pavement if dirt is deposited. Re-seeding of grass pavers where bare spots appear.

- Whenever the property owner applies for renewal of a pervious pavement credit, proof of past maintenance must be shown in order for the extension to be granted. Proof examples are receipts and test results.
- A plan with the location of the area being shown 10 feet or greater from buildings with basements or foundations as well as the proposed maintenance schedule must be submitted with the plans.

SEMCOG has more resources available regarding pervious pavement: <https://www.semcog.org/land>

Credits for Commercial Properties Only – Permit Fee Subject to Size of Project

Bio-Swales credit \$40 per 400 square feet of impervious runoff collected per year - Bio-swales, are surface depressions planted with specially selected native vegetation to capture storm water runoff from rooftops and paved areas. Captured runoff percolates into the soils and is used by the plants. The geometry of bio-swales allows for surface water to be held for a period of time as well. Appropriate plant selection is based on soil type as well as the sunlight for the area it will be planted. To qualify for a Bio-Swale credit, the following requirements must be met.

- At least 400 square feet of the impervious runoff area must be absorbed.
- The credit may increase dependent upon the size of the bio-swale and the area of runoff that is collected.
- The surface area must be at least 100 square feet and a ratio of less than 4:1 impervious area to bio-swale area.
- The depth must be at least 3 inches for a bio-swale and have a maximum depth of 12 inches.
- A percolation test must be performed at the conclusion of the installation.
- Due to the nature of the soil in the City of Oak Park it is recommended that 18 to 24 inches of soil be replaced with a soil mixture of 50% sand, 30% compost and 20% topsoil.
- There must be vegetation to help absorb rainwater.
- A set of plans must be submitted with the permit application showing the location at least 15 feet from the building along with a maintenance plan showing how the homeowner is going to maintain the area after installation.

Green Infrastructure Building Improvements - A building permit must be pulled and all improvements must comply with the Michigan Building Code. <https://www.semcog.org/land>

Detention Ponds (100% of storm water remains on property, no outlet or runoff) – A Land Improvement Permit must be pulled and all improvements must comply with Engineering requirements with test results provided. All detention ponds must be designed to capture the results of a 10 year rain event. The whole property need not be collected but a reduction will only be given for the area collected.

Ideas for items that may lower costs for storm water can be found in the LID Manual provided by SEMCOG. <https://www.semcog.org/land>