

Oak Park

City Council Agenda

December 21, 2020





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
December 21, 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 December 7, 2020
- B. Special City Council Meeting Minutes of December 7, 2020
- C. Parks and Recreation Commission Meeting Minutes of October 21, 2020
- D. Corridor Improvement Authority Meeting Minutes of September 17, 2020
- E. Licenses New and Renewals submitted for December 21, 2020

5. RECOGNITION OF VISITING ELECTED OFFICIALS

6. SPECIAL RECOGNITION/PRESENTATIONS: None

7. PUBLIC HEARINGS: None

8. COMMUNICATIONS: None

9. SPECIAL LICENSES: None

10. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,250.15

11. BIDS: None

12. ORDINANCES: None

13. CITY ATTORNEY:

14. CITY MANAGER:

Administration

- A. COVID-19 Update
- B. Event and Activity Update

Public Safety

- C. Request to approve an agreement with Alliance Mobile Health to provide advanced life support and ambulance transport services
- D. Request to approve Traffic Control Order 160 Section 1.26 that adds plaques (Cross Traffic Does Not Stop) under the Stop signs on Roanoke at Oak Park Blvd. for a one-year evaluation period
- E. Department of Justice (DOJ) Use-of-Force Policy Certification

Economic Development

- F. Request to approve a façade improvement grant to Unexpected Craft Brewing Company, 14401 Eleven Mile, for 50% of the project costs in an amount not to exceed \$2,500.00

Assessing

- G. Request to approve an Interlocal Agreement for Oakland County to approve the Designated Assessor

Finance

- H. Request to approve the MERS DC Plan Adoption Agreement Addendum(s) and adopt the resolution establishing authorized signatories for MERS contract & service credit purchase approvals

Department of Public Works

- I. Resolution to concur in the rules and regulations concerning the Industrial Pretreatment Program as adopted by the Great Lakes Water Authority

15. CITY COUNCIL

- A. City Council Member Appointment

16. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

17. CALL TO THE COUNCIL**18. ADJOURNMENT**

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL**

December 7, 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, Council Member Edgar

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-12-341-20 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-12-342-20 (AGENDA ITEM #4A-C) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of November 10, 2020 and November 16, 2020
(Removed from the Consent agenda by Council member Weiss)
- B. Special City Council Meeting Minutes of November 10, 2020 and November 16, 2020
CM-12-343-20
- C. Request to approve Payment Application No. 2 for the 2020 Miscellaneous Concrete Project, M-714 to Mattioli Cement Company of Fenton, MI for the amount of \$132,827.97
CM-12-344-20

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

MOTION DECLARED ADOPTED

**CM-12-345-20 (AGENDA ITEM #4A) (Removed from the Consent Agenda)
REGULAR COUNCIL MEETING MINUTES OF NOVEMBER 10,
2020 AND NOVEMBER 16, 2020 – APPROVED AS AMENDED**

Motion by Weiss seconded by Burns, to approve the Regular Council Meeting Minutes of November 10, 2020 and November 16, 2020. During discussion, Council member Weiss indicated her vote on Item #7C from the November 10, 2020 Regular Meeting minutes should reflect a No vote instead of Yes. The minutes were approved UNANIMOUSLY with that amendment.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

**CM-12-346-20 (AGENDA ITEM #10A) APPROVAL FOR PAYMENT OF AN
INVOICE SUBMITTED BY HOWARD L. SHIFMAN, P.C., FOR
LEGAL SERVICES RETAINER FOR JANUARY 1, 2021 – MARCH
31, 2021 IN THE TOTAL AMOUNT OF \$18,000.00- APPROVED**

Motion by Burns seconded by Radner, CARRIED UNANIMOUSLY, to approve payment of invoice #14450 submitted by Howard L. Shifman, P.C., for legal services retainer for January 1, 2021 – March 31, 2021 in the total amount of \$18,000.00.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

CM-12-347-20 (AGENDA ITEM #14A) REQUEST TO APPROVE THE APPOINTMENTS OF JAMIE POWELL HOROWITZ, BEN VINEBUG, CARL DADE AND LESLYE RICHIE TO THE OAK PARK YOUTH ASSISTANCE BOARD - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the appointments of Jamie Powell Horowitz, Ben Vinebug, Carl Dade and Leslye Richie to the Oak Park Youth Assistance Board.

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

MOTION DECLARED ADOPTED

Department of Public Works

CM-12-348-19 (AGENDA ITEM #14B) REQUEST TO APPROVE COST SHARING AGREEMENT NUMBER 20-5405 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR 2021 SAFE ROUTES TO SCHOOL PROJECT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY – APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve Cost Sharing Agreement Number 20-5405 with Michigan Department of Transportation (MDOT) for 2021 Safe Routes to School Project and to authorize the City Manager to sign on behalf of the city.

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

MOTION DECLARED ADOPTED

Assistant City Manager Yee reported the City has been working with OHM Advisors on plans and submittals for a Safe Routes to School project that includes sidewalk ramp additions and replacements, addition of a median island and HAWK Signal at 10 Mile and Rue Versailles as well as the addition of a left turn phase at 10 Mile and Church. The City made it through the fund obligation process and MDOT included the City's project in the November bid letting and received three bids. The lowest bid came in at \$564,936.12. The proposed agreement is the final step of the process before construction and the City agrees to pay 100 percent of the costs greater than the grant amount of \$464,321.00.

Economic Development

CM-12-349-20 (AGENDA ITEM #14C) REQUEST TO APPROVE A FAÇADE IMPROVEMENT GRANT TO ERNIES MARKET, 8500 CAPITAL AVE. FOR 50% OF THE PROJECT COSTS IN AN AMOUNT NOT TO EXCEED \$2,500.00 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY Request to approve a façade improvement grant to Ernies Market, 8500 Capital Ave. for 50% of the project costs in an amount not to exceed \$2,500.00 and to waive the two quote requirement.

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

MOTION DECLARED ADOPTED

The Economic Development & Communications Department has received an application for a Façade Improvement Grant from Ernies Market 8500 Capital Ave. The project specifications have met city all guidelines for the program except the receipt of two quotes due to issues not being able to get a contractor out. I am asking that due to these circumstances we waive that requirement during COVID. The project consists of adding an awning and wind enclosure on the south side to allow customers waiting to get in to be out of the elements. Total cost is \$5,776. The 50% grant match will not exceed the guidelines of \$2,500

Communications and Public Information

CM-12-350-20 (AGENDA ITEM #14D) REQUEST TO APPROVE THE PURCHASE OF COMMUNICATIONS EQUIPMENT IN THE AMOUNT OF \$29,125.00, AUTHORIZED AS A FUND BALANCE EXPENDITURE - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve the purchase of communications equipment in the amount of \$29,125.00, authorized as a fund balance expenditure.

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

MOTION DECLARED ADOPTED

Communications Director Davis reported that In light of unexpected burdens caused by the global, coronavirus pandemic, the City of Oak Park has been forced to adapt in many ways to maintain open, accurate, and timely communication with stakeholders.

At the City Manager's request, the Communications and Public Information (CPI) department was tasked with identifying efficient and effective communication methods for delivering City Council

meetings, both, virtually and in a hybrid format, which accommodates meetings with limited in-person participation and simultaneous, interactive broadcast (currently scheduled to begin taking place in January 2021).

In addition, the CPI department was asked to identify other equipment essential to maintaining effective stakeholder communication while minimizing physical contact to maintain the health and safety of city staff and visitors to the municipal complex.

As a result of the requested research, the CPI department recommends the following:

- New production switcher with remote user training and 24/7 vendor tech support – which is instrumental in broadcasting reliable videoconferences and hybrid meetings
- Cablecast digital signage in five locations within the municipal complex: City Hall, Municipal Services, Recreation, Library, and Public Safety –allowing the CPI department to program and scroll consistent messaging related to instructions and program marketing on all signage players
- Podium video source – which expands our ability to use multiple devices from City Council Chambers during meetings

There is a possibility that some of the suggested items may be reimbursed by Oakland County as part of the county's efforts to support municipalities relative to the pandemic. The county stipulates that all potentially reimbursable purchases must be completed, and equipment installed by December 17, 2020, to qualify for consideration.

FilmTools, a production equipment vendor and past supplier for the City of Oak Park, is prepared to install the necessary equipment before the county's deadline. The total cost of purchase and installation is \$29,125.00. Should the City of Oak Park qualify for reimbursement, the county has indicated that only equipment for the Community Center and Library may qualify, which may be \$8,580.00 of the total cost.

Please note that it is the CPI department's recommendation that the City of Oak Park requires all the equipment discussed in this request to meet the city's communication objectives regardless of the county's reimbursement decision.

CITY COUNCIL

**CM-12-351-20 (AGENDA ITEM #15A) RESOLUTION ACCEPTING THE
RESIGNATION OF COUNCIL MEMBER REGINA WEISS
- APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolution accepting the resignation of Council Member Weiss:

**RESOLUTION OF THE OAK PARK, MICHIGAN CITY COUNCIL
ACCEPTING THE RESIGNATION OF COUNCIL MEMBER REGINA WEISS
AND SPECIFYING AN EFFECTIVE DATE**

WHEREAS, in accordance with the City Charter, Section 5.5 - Resignations, resignations of elective officers shall be made in writing and filed with the clerk and shall be acted upon by the council at its next regular meeting following receipt thereof by the clerk; and

WHEREAS, on December 2, 2020 Council Member Regina Weiss provided written notice of resignation to the City Clerk with said resignation being effective December 11, 2020 after acceptance of the resignation by the Council at the December 7, 2020, City Council Meeting.

NOW, THEREFORE, BE IT RESOLVED, that the resignation of Council Member Regina Weiss is hereby accepted; and

BE IT FURTHER RESOLVED, that the City Council declares that a vacancy exists on Council effective December 11, 2020; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon conclusion of the December 7, 2020 Regular City Council Meeting.

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

MOTION DECLARED ADOPTED

(AGENDA ITEM #15A) Recognition of Council Member Weiss

Mayor McClellan presented the following special recognition to Council Member Weiss:

City of Oak Park

MAYOR, COUNCIL & ADMINISTRATION

*In Special Recognition
of
Regina Weiss*

*Years of Service
Council Member 2017-2020*

The Mayor, Council and Administration of the City of Oak Park, Michigan, in testament and tribute to her distinguished public service and lasting contributions to the City of Oak Park and its residents, wish to express their sincere appreciation to Council Member Regina Weiss. While confronting a range of community issues and unprecedented challenges you were and always will be an ally and friend of the people of Oak Park. Your sustained commitment to civic participation and providing the best possible services to the citizens while continually seeking to improve their quality of life will always serve as a reminder to city employees and officials to put the people of Oak Park first.

CALL TO THE AUDIENCE:

Kenneth Sherman, 23840 Jerome, asked about the status of sidewalk repair in his neighborhood.

Cheryl Weiss, 24101 Norwood, expressed concern about the lack of city support to isolated residents especially seniors during the pandemic.

CLOSED SESSION

**CM-12-352-20 REQUEST TO CONVENE A CLOSED SESSION TO DISCUSS
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION AND
PENDING LITIGATION REGARDING PRIME-SITE MEDIA, LLC
V. CITY OF OAK PARK, USDC CASE NUMBER 19-CV-12143-
LJM-RSW - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to convene a Closed Session to discuss attorney-client privileged communication and pending litigation regarding Prime-Site Media, LLC v. City of Oak Park, USDC Case number 19-cv-12143-LJM-RSW.

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

MOTION DECLARED ADOPTED

The Closed session convened at 8:13 p.m. and the regular meeting reconvened at 8:33 p.m.

**CM-12-353-20 MOTION TO APPROVE THE CLOSED SESSION MINUTES OF
DECEMBER 7, 2020 - APPROVED**

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve the Closed Session minutes of November 10, 2020.

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

MOTION DECLARED ADOPTED

**CM-12-354-20 MOTION TO APPROVE PROPOSED CONSENT JUDGMENT
UPON FINAL REVIEW AND APPROVAL BY THE OAK PARK
CITY ATTORNEY IN THE MATTER OF PRIME-SITE MEDIA,
LLC V. CITY OF OAK PARK, USDC CASE NUMBER 19-CV-
12143-LJM-RSW - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve proposed Consent Judgment upon final review and approval by the Oak Park City Attorney in the matter of Prime-Site Media, LLC v. City of Oak Park, USDC Case number 19-cv-12143-LJM-RSW.

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

MOTION DECLARED ADOPTED

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:35 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
December 7, 2020
6:00 PM**

MINUTES

The virtual Special Meeting was called to order at 6:08 PM by Mayor McClellan. City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

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

ABSENT: None

OTHERS

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

SPECIAL BUSINESS:

(AGENDA ITEM 3A) Identification of council applicants for interviews by City Council

Council discussed the selection process whereby members of Council (excluding Council Member Weiss) would indicate their top two candidate choices from the 23 applicants to determine who would be interviewed to fill the vacant City Council seat. Council Member Edgar indicated she would like to see all 23 candidates interviewed.

The following candidates were selected for interviews:

McClellan:	Sawani, Snider
Burns:	Richard, Whitehead
Radner:	Richard, Whitehead
Edgar:	Price, Crawford

SCM-12-327-20 MOTION TO INTERVIEW SIX APPLICANTS FOR THE VACANT CITY COUNCIL SEAT - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to interview the following six applicants for the vacant City Council seat:

Stephanie Crawford
Kristina Price
Brenda Richard
Jina Sawani
Avi Snider
Shaun Whitehead

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

MOTION DECLARED ADOPTED

(AGENDA ITEM 3B) Determination of questions for interviews

Council discussed proposed questions that could be asked during the interviews. It was confirmed that City Manager Tungate would ask the questions and Council would be afforded the opportunity to ask follow-up questions if desired.

CALL TO THE AUDIENCE:

Ken Sherman, 23840 Jerome, asked if the interviews would be in a public meeting. It was confirmed that candidate interviews would be conducted at an open meeting scheduled for December 16, 2020 at 6:00 p.m.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:45 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK

Department of Recreation

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

PARKS AND RECREATION COMMISSION REGULAR MEETING

Minutes from October 21, 2020 at 7:00 pm

Virtual Meeting

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

II. Introductions – Welcome

Members present: Patrick North, Beverly Wiggins, Alexander Simpson, Juanita Bell, Mickey Alderman, Theresa Henderson, Andrew Cissell and Dwight Thomas

Members absent: Diane Spiller

Staff members present: Laurie Stasiak, Recreation Director

Councilmembers present: Julie Edgar

III. Approval of Agenda for October 21, 2020.

Motion by Beverly Wiggins to ACCEPT

Seconded by Mickey Alderman

PASSED.

IV. Approval of minutes of Parks and Recreation Commission Meeting of September 16, 2020.

Motioned by Mickey Alderman to ACCEPT.

Seconded by Alexander Simpson.

PASSED.

V. Council updates – Council Member Julie Edgar

Very excited at getting the planning of the Dog Park underway. There is enthusiasm in the community and on City Council. She spoke with City Manager Tungate about moving forward on it and he indicated that we could probably push up the timeline to 2022-23 or even earlier. She would like to see a dog park committee of residents/parks staff to get the project started and develop a timeline/plan and create some fundraising ideas to offset some of the expenses. The Commissioners are all in agreement to move forward.

VI. Recreation Updates – Laurie Stasiak, Recreation Director

a. **Farmers Market Wrap Up 2020:**

The Oak Park Farmers Market was a success in spite of the Covid-19 crisis. We had 17 regular vendors with “guest” appearances by over 5 other groups that included: City staff for the millage, the U.S. Census, MOGO, Army/ Navy National Guard, and one business Expo day. Special thanks to Humana for their continued support of our Farmer’s Market for the third year in a row.

EBT/Bridgcard coins given out from our tent totaled \$2,186 from July 1 – Sept. 30

Double Up Food Bucks coins given out from our tent totaled \$2,196

WIC Coupons redeemed at the market: \$1,340

The Power of Produce Club was a huge success with our maximum of 75 children and 75 seniors met each of the 6 weeks the program ran. We were fortunate in having two sponsors purchase books that were given to the children who participated in the 6 week program. The sponsors were Joyful Tot's Childcare and Built By Intrust Homes.

Project Play was an additional program that Humana sponsored for the children of the market. This was a 7 week program that accommodated 75 families each week with sports equipment to take home to keep.

Our relationship with the Oak Park High School blossomed throughout the season. The Director of Facilities for the school system is promoting that we move the market to the parking lot on Coolidge as he is a huge fan of the market and is very pleased that we are there!

Several new vendors have also been contacted already to participate next year, one that is a bread baker!

The Farmers Market 2021 season will begin on July 7, 2021 and conclude on September 29, 2021

b. Drive In Bingo:

Monday Oct. 26 from 11:30am – 12:30 pm

The Recreation Dept. has purchased a transistor so that the bingo players can remain in their car and play along while listening to the calls over their radio. Bingo is a very well attended and highly missed program here. Disposable Bingo sheets have been purchased as well as ink doppler's. The remaining Drive in Bingo dates are: Nov. 9, Nov. 23, Dec. 7, Dec. 21

Friday Fall Fun

Meet up at Shelter 1 for a warm fire, cider, donuts and a socially distanced visit with friends.

Date: Friday October 30

Time: 11 am-12 noon

Cost \$2/person

This is meant to be a relaxing socially distanced way for our seniors to re-connect with those they haven't seen in a long time and to enjoy others company. Future "possible" programming will be discussed.

- c. **Athletics:** David Pitts, Recreation Coordinator for Athletics and Youth Activities is on FMLA for the month of October. David and his wife, welcomed their new baby boy on October 3. Recreation Director Stasiak is covering David's programs while he is gone.

Kickball League – Last night for championships is on October 23. We have 12 teams in the Friday kickball league.

d. DRIVE THRU THE BOO:

Drive Thru the Boo is scheduled for this Saturday October 24, from 4pm – 7pm.

We have 15 pre-designed scenes that will be set up between 10 am and 3 pm in the Community Center parking lot. Candy bags have been assembled. A goody bag handed out to each child in the vehicle as they exit the displays. Limited to 300 cars. Volunteers would be appreciated for various times throughout the day and teardown. It is estimated that it should not take over 1 hour to disassemble and take to Room B.

e. DNR Grant

We received our preliminary scores and were given until October 1 to provide supplemental information for both the Trust Fund and Land and Water Conservation Fund Grants. We provided an updated boundary map, more involved maintenance plan, 3D design showing play elements and locations, two letters of review by outside resources of professionals and organizations associated with individuals with special needs and supplemental narrative in regards to proximity to public transportation.

f. Special Events for 2021:

Winterfest will be held January 24, 2021, from 3-5 p.m.

The Daddy/Daughter Dance will be held January 31, 2021

VII. Old Business – Commission

a. Review Dog Park – Discussed was last month's meeting at Lessenger Park. The Commission was unanimous in their recommendation of this park as a viable location to City Administration for consideration as a future site for the Dog Park. Much favorable discussion on the site plan and the amenities.

Discussed were next steps for Planning and Community Engagement;

- Identify a core group of committed dog park activists – who are committed to a new dog park and will be responsible for steering the effort, and are and willing to work together to see it through the finish.
- Write a clear mission statement
- Demonstrate need
- Hold a public meeting to increase support.
- Demonstrate support
- Develop a site plan; size, sections, play features, benches, gates, entry system, trash/dog bag receptacles, water source
- Develop park rules
- Create a budget, construction/yearly maintenance budget
- Solicit input from the community and from the residents adjacent to the dog park for their feedback early in the planning stage
- Seek approval – neighbors of the park, administration and city council
- Partnerships and Fundraising
- Marketing

b. Second Annual Boo-tification Awards Update:

Judging took place on Tuesday, October 13. Commissioners taking part in the judging were: Andrew Cissell, Theresa Henderson, Mickey Alderman, Beverly Wiggins, Council Member Julie Edgar, Danielle Fracassa from our Recreation Office

and Recreation Director Laurie Stasiak. There were 14 nominees from the five different sections of the city. Winner will be notified on October 20, and awards presented on October 22 from 2:20 pm – 4:40 pm. **Best Friends Child Care is back as our sponsor for this event.**

VIII. New Business – Commission

Councilmember Julie Edgar suggested we offer a Holiday Decorating contest similar to the Boo-tification Awards. Commissioners liked this idea. Laurie Stasiak, said the Recreation staff will come up with some ideas for rules and criteria, and a nomination form.

IX. Announcements

- a. Patrick announced he has reconsidered and will be staying for another term as a valued member of our Commission.

X. Adjourn

Motion to ADJOURN meeting by Dwight Thomas
Seconded by Beverly Wiggins
Motion APPROVED
Meeting ADJOURNED at 7:44 p.m.

Respectfully submitted by Laurie Stasiak, Recreation Director.



CITY OF OAK PARK

Corridor Improvement Authority

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

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING SEPTEMBER 17, 2020 MINUTES

Meeting was called to order at 12:00 p.m. via Zoom virtual meeting.

PRESENT: Chairperson Blumenkopf
Vice Chairperson DeVirgilio
Board Member Attisha
Board Member Moulden
Mayor McClellan

ABSENT: Board Member Peteet

OTHERS PRESENT: Community & Economic Development Director Kim Marrone
Community Engagement Specialist Colton Dale
Deputy City Clerk Lisa Vecchio

3. APPROVAL OF AGENDA OF SEPTEMBER 17, 2020

MOTION by Moulden, SECONDED by Attisha, to approve the agenda for September 17, 2020 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF AUGUST 20, 2020

MOTION by McClellan, SECONDED by DeVirgilio, to approve the minutes of August 20, 2020 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT: None

6. UNFINISHED BUSINESS: None

7. NEW BUSINESS:

A. Marketing Opportunity

Director Marrone informed the Board of a marketing opportunity through Issue Media Group that would allow the CIA to develop a Special Report focused on "75 years of Oak Park". This is through the CIA's membership with the Michigan Downtown Association and this would be branded as a partnership between the two. The report would be published in MetroMode and Second Wave, and promoted through IMG's social media outlets. The total cost to participate would be \$2,500.

MOTION by McClellan, SECONDED by Moudlen, to approve the partnership with the MDA to publish a Special Report focused on "75 years of Oak Park" with Issue Media Group.

VOTE: Yes: Blumenkopf, DeVirgilio, Attisha, McClellan, Moulden
 No: None

MOTION CARRIED

B. Ferndale Chamber Update

Director Marrone informed the Board that the Ferndale Chamber of Commerce has a new Director. They will be working towards becoming more of a regional chamber, allowing Oak Park to have representation on their board. There will be more information to come on this once it is more established, but the CIA should consider participation as a partner.

C. Downtown Day – September 26

Governor Whitmer has proclaimed Saturday, September 26, 2020 as "Downtown Day". This is to encourage residents to support downtowns by visiting their shops, restaurants, and recreational and cultural aspects. Director Marrone would like to promote this via the City's social media outlets and hopefully get residents to go out and support the community's businesses.

8. FINANCIAL REPORT: No updates.

9. BOARD MEMBER COMMENT: None

10. ADJOURNMENT

Chairperson Blumenkopf adjourned the meeting at 12:30 p.m.

Lisa Vecchio, Deputy City Clerk

MERCHANT'S LICENSES - DECEMBER 21, 2020

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES
YT SALON ESSENCE	23300 GREENFIELD 300	\$ 150.00

RENEWALS	ADDRESS	FEES
BARTON MALOW COMPANY	21090 FERN	\$ 150.00
BARTON MALOW COMPANY	21101 FERN	\$ 150.00
PUBLIC STORAGE	20700 GREENFIELD	\$ 150.00
ONCOLOGY CLINICS	20770 GREENFIELD 1A	\$ 150.00
1800 PAY BENY	21380 GREENFIELD	\$ 150.00
EMAGINATIONS	21700 GREENFIELD 123	\$ 225.00
OAK PARK MAX CARE	12702 NINE MILE	\$ 150.00
UNIQUE FURNITURE	21820 WYOMING PL	\$ 150.00

OPERATING WITHOUT BL	ADDRESS	FEES
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)

BUSINESS TYPE

SALON

BUSINESS TYPE

CONSTRUCTION MANAGEMENT

CONSTRUCTION MANAGEMENT

PUBLIC STORAGE

MEDICAL OFFICE

PAWN SHOP

PHYSICAL THERAPY

UNIQUE FURNITURE SALES

BUSINESS TYPE



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

Invoice 550872

December 9, 2020

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Monday, November 30, 2020

\$12,083.34

Fee Total

Costs Advanced:

Date	Description	Amount
11/06/20	Reproduction Charges	0.15
	1 @ 0.15	
11/10/20	Fee to Attorney Conference for Telephone call with D. DeCoster regarding preparation for interview by Attorney J. Peters	6.66
Total Costs Advanced		\$ 6.81

Total Fees and Disbursements: \$12,090.15

Invoices for legal services are due upon receipt. To ensure proper application of your payment,

In Re: City of Oak Park
12/09/20
Page 2

Please indicate our invoice number and client/matter number on your remittance.



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

Invoice 550870

December 9, 2020

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

*Re: Oak Park Crown Pointe, LLC v City of Oak
Park*

*Client 7406
Matter 42*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Monday, November 30, 2020

\$ 105.00

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 105.00

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



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

Invoice 550871

December 9, 2020

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Monday, November 30, 2020

\$2,055.00

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$2,055.00

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



CITY OF OAK PARK

COMMUNICATIONS AND PUBLIC INFORMATION

Joscelyn A. Davis, Director

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

Meeting of the Oak Park City Council City Manager's Report December 21, 2020

COMMUNITY ANNOUNCEMENTS

1. **Oak Park Community Calendars** – expected home delivery by the end of December
2. **City leaf pickup** concluded Dec. 21st – Residents can still take yard waste directly to SOCCRA's Troy Transfer Station until April 2021, located at 991 Coolidge, Troy, MI 48084 (between 14 Mile and Maple, across from Meijer).
3. **Oak Park Municipal Complex closed to the public** through January 31, 2021.
 - a. **Residents can still conduct business with the City** in real time, e.g., pay utility and tax bills by mail, through the City website or using the dropbox outside City Hall.
 - b. **Residents can stay connected** with the City for timely updates by signing up for Community eBlasts and Emergency Robo-Calls (by completing the pop-up survey on the City's main webpage); liking the City's Facebook pages; checking the City's website; and tuning in to Comcast OPTV15 and OPTV 16.
4. **Events for January 2021** (Note: Programs subject to rescheduling or cancellation) Learn more or register by calling the Recreation Department at (248) 691-2357.
 - a. **Find The Magic | January 22-24 | Free event.** "Magical Snowflakes" are placed throughout the business district and parks system. First four families to complete the scavenger hunt receive 2021 Detroit Zoo memberships. Registration starts Jan. 11th. Sponsored by Joyful Tots Childcare & Learning Center
 - b. **Monday Mornings for Seniors with Maralee | January 11th & 25th (10-10:30 a.m.) | Free virtual program.** Chat and enjoy coffee or tea with Maralee to share thoughts, new experiences, fears, and concerns and leave with a "positive post" to start the week. Call 248-691-7555 for free Zoom or phone access code.
 - c. **Virtual Trivia Night | Cost: \$5/team per night.** Prize awards: gift cards and Champion T-shirts.
 - i. Friends – January 14 @ 7:00 p.m.
 - ii. The Office – January 21 @ 7:00 p.m.
 - iii. Disney Movies (Family Night) – January 28 @ 6:30 p.m.

- d. Virtual Arts and Crafts Class for Kids: Introduction to Drawing (Course: ARTSWIN120) | Cost: \$10 | Tuesday, January 26th, 5 p.m. | Ages 6-12** – Classes are live-streamed and available on demand. The instructor describes and demonstrates each activity. Supplies included with registration and will need to be picked up from the Community Center.
- e. NBA 2k and Madden NFL Leagues (virtual) | Four-week format | Playoffs: \$20/participant.** Winners receive a championship T-shirt and bragging rights!
 - i.** Adult NBA 2k21 League (PlayStation)
 - ii.** Youth NBA 2k21 League (PlayStation)
 - iii.** Adult Madden NFL 21 League (Xbox)
 - iv.** Youth Madden NFL 21 League (Xbox)
 - v.** Rocket League
- f. ESPN Fantasy Basketball League (virtual) | Week One: Jan. 25–Feb. 1 | Cost: \$5.** Registration deadline: Jan. 18th. Draft date: Jan. 21st.

5. Other Opportunities for Engagement

- a. Senior Scoop Newsletter | Monthly on the 21st | Free pickup from Rec mailbox**
Focus: news and activities for senior residents
- b. The Rec Newsletter | Monthly |** Focus: highlights of youth, teen, and family programs
- c. Teen Council | Monthly (virtual) meetings beginning January 25th, 4 p.m.** Focus: developing fun, innovative programs that engage teens



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: Ambulance Service Agreement

DEPARTMENT: Public Safety

SUMMARY: The City of Oak Park is currently operating under agreement with Alliance Mobile Health to provide advanced life support and ambulance transport services in the City of Oak Park. The contract is up for renewal on January 1, 2021. The Public Safety Department is recommending that the city approve a new four-year agreement with Alliance Mobile Health. The agreement has been reviewed by City Attorney, Ebony Duff and is attached.

FINANCIAL STATEMENT: In consideration of the services to be performed by Alliance Mobile Health, the City shall pay Alliance Mobile Health one dollar (\$1.00) annually for the term of the agreement.

RECOMMENDED ACTION: Council to approve the City of Oak Park and Alliance Mobile Health to enter into a four-year agreement commencing January 1, 2021.

APPROVALS:

City Manager: ET

Department Director: [Signature]

Director of Finance: _____

Budgeted: ☐ Yes

EXHIBITS: Agreement Attached

CITY OF OAK PARK
AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement is made between the City of Oak Park, a Michigan Municipal Corporation, with offices at 13800 Oak Park Boulevard, Oak Park, Michigan 48237 which will hereafter be referred to as the "City", and Alliance Mobile Health, a Michigan Non-Profit Corporation, with offices at 2045 Austin Drive, Troy Michigan 48083, which will hereafter be referred to as the "Ambulance Service".

RECITALS

- Ambulance Service is an accredited, licensed ambulance company in the business of providing advanced life support and ambulance transport services to individuals and municipalities.
- The City desires to have Ambulance Service provide emergency medical, advanced life support, and transport services from locations within the City of Oak Park
- Ambulance Service is willing to perform such services for the City in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Ambulance Service Agreement, the Ambulance Service and the City agree as follows:

I. Scope of Services

- A. The Oak Park Department of Public Safety, a fully consolidated department providing Police, Fire, Non-Transporting EMS and 911 PSAP service, will contact or transfer EMS calls for service to the Ambulance Service when its services are required. The Ambulance Service shall arrive at the scene of emergency runs, with a transporting ambulance, within eight (8) minutes and zero (0) seconds of the time the Department of Public Safety dispatches the ambulance service ninety percent (90%) of the time. For non-emergency runs, the Ambulance Service shall arrive at the scene without the use of red lights and sirens within fifteen (15) minutes of the time that the City Dispatcher dispatches the ambulance service ninety percent (90%) of the time. The City will grant an exception to the response time requirement for responses that are delayed for the following specific circumstances beyond the control of the Ambulance Service: (1) Inclement Weather, (2) Road Construction, (3) Bad Address/Location from Caller (4) Multiple Unit Response (in excess of the requirements of part X of this agreement) (5) Unsecure Scene (6) Priority Change.
- B. Patient Care – Patient care decisions shall be made by the licensed emergency medical services personnel with the most advanced level of certification or licensure under the Emergency Medical Services Act who is available at the scene. In order to obtain the highest patient care possible, the Ambulance Service and its employees, as well as the City and its employees, shall cooperate with respect, to providing patient care.

- C. **Transferring of Patients** – The Ambulance Service shall be responsible for the loading of all patients into the ambulance. Where necessary, City personnel shall assist. Once a patient is placed into the ambulance, the Ambulance Service is responsible for patient care.
- D. **Patients in Custody** – When a patient is considered in custody the patient shall be supervised by the public safety officer assigned to that detail. The Ambulance Service will not interfere with police or crime scene operations.
- E. **In Custody Blood Draws** – The Ambulance Service shall execute court ordered or voluntary blood draws for a person accused of operating a motor vehicle under the influence of alcohol or drugs at the Oak Park Department of Public Safety utilizing in service road crews. If there is any charge for this service, this will be billed to the City under the cost Recovery program for Court ordered blood draws and to the prisoner for voluntary blood draws.
- F. **Transporting of Department Personnel** – The Ambulance Service shall provide transportation to Public Safety Personnel from the hospital to the Oak Park Department of Public Safety or the original response scene when the Public Safety Officers are required to accompany a patient or prisoner to the hospital.
- G. **Training** – The Ambulance Service will collaborate with the department for combined training that will benefit both the Ambulance Service employees and members of the Oak Park Department of Public Safety.
- H. **Additional Resources & Special Events** – The Ambulance Service, in cooperation and partnership with the Department of Public Safety will provide additional resources to the City of Oak Park for City sponsored special events at no cost to the City. The Ambulance Service shall reserve the right to invoice patient's for care administered under this section as it would under Section IV, sub-section A. In cases where third party events are held within the geographic area of the City of Oak Park, the Ambulance Service shall reserve the right to negotiate a separate agreement with the third party. Any services provided to this third party shall not affect any service expectations of this agreement for the City of Oak Park.

II. Ambulances

- A. The Ambulance Service shall be required to maintain at least three (3) ambulances which are not more than five (5) years old to provide service to persons needing such care.
 - i. One (1) of these three (3) ambulances shall be designated for service to the geographical area of City of Oak Park.
 - ii. Two (2) additional ambulances shall be available 24 hours a day, seven days a week.
- B. Each ambulance must be capable of carrying:
 - i. Four (4) patients in a sitting position and/or one (1) stretcher patient
 - ii. Meet all applicable laws, rules and regulations relating to their operation
 - iii. Be in good working condition so as to be able to provide safe and comfortable transportation for each patient in a climate-controlled patient compartment.
- C. The ambulances used within the City of Oak Park shall be subject to periodic inspection by the City.

III. Ambulance Service Personnel

A. Each ambulance shall be staffed by two (2) persons (Attendants), who shall meet the following criteria:

- i. Each Attendant shall comply with all laws, rules, regulations, protocols, standards, guidelines, operational procedures, and licensing requirements, as such may be amended from time to time, of any unit of government including federal, state, county or municipal governments or governing bodies or any branch thereof, pertaining to the subject matter of this Agreement, and shall at all times maintain an effective Michigan chauffeur's or operator's license;
- ii. Each Attendant staffing an ambulance providing services pursuant to this Agreement shall be certified, authorized and licensed by the state of Michigan to provide emergency medical services;
- iii. No Attendant shall operate any vehicle or perform any service to be rendered pursuant to this Agreement while under the influence or visibly impaired due to the consumption of intoxicating liquor or a controlled substance, or a combination of intoxicating liquor or controlled substance as such terms are defined under the Motor Vehicle Code of the State of Michigan;
- iv. Each Attendant shall be fit to operate an ambulance, including any requirements, standards or guidelines established by any laws, regulations, standards, or protocols regulating the provision of such services;
- v. Each Attendant shall be able to speak, read, write and understand English. In addition, each Attendant must present a professional, well-groomed appearance wearing a company-identifiable, approved uniform; and adhere to the company uniform policy.

B. The City has the right to unilaterally require the reassignment by the Ambulance Service of any Ambulance Service personnel if the subject employee fails to perform his/her duties in accordance with this Agreement or fails to cooperate with City personnel with respect to providing patient care if it's deemed in the best interest of patient care that such employee be reassigned. The City shall advise the Ambulance Service of dissatisfaction with the employee's performance prior to requesting such action. Any such action shall not violate Paragraph 13, Fair Employment Practices. The Ambulance Service shall indemnify and hold the City harmless against any claims made by any person arising from the exercise of the City's rights under this Section. The purpose of this Section is to maximize harmonious field operations between the Ambulance Service and the City in order to deliver the highest level of patient care.

IV. Compensation and Fees

A. Fee Schedule – In consideration of the services to be performed by the Ambulance Service under this Agreement, the City shall pay the Ambulance Service for the term of this Agreement the sum of One Dollar (\$1.00) annually in consideration for the Ambulance Service Contract. The Ambulance Service shall be paid for the services provided by the patients, their insurance companies and health care plans. The collection of such fees shall be the responsibility of the Ambulance Service and not the City. The Ambulance Service shall submit as part of its proposal a suggested User Fee Schedule for review by the City. The Ambulance Service may modify the fee scheduling during the term of the Agreement to guarantee optimal service provided it gives the City thirty (30) days advanced written notice of any such modification. No discriminatory fees shall be charged. The fees charged in the City of Oak Park shall be no more than those charged elsewhere for comparable services. The Ambulance Service shall accept assignment and in cases of indigent patients,

the Ambulance Service shall to the best of its ability set up payment schedules or write off unpaid balances if necessary.

- B. Replenishment of Medical Supplies Used – In compliance with the Safe Harbor for ambulance restocking programs allowed for in the Stark Law, the Ambulance Service agrees to replenish for the City on a monthly basis all disposable medical supplies utilized by the City during patient care. The City EMS Coordinator will provide the Ambulance Service, on a monthly basis, an itemized list of the medical supplies utilized for which Ambulance Service shall be responsible for replenishment. The Ambulance Service shall replenish the supplies within ten (10) days after receipt of the list with the supplies specified. The Ambulance Service and City EMS Coordinator will also maintain a rotation for Type D Oxygen Bottles provided by the Ambulance Service for patient care.

V. Control by the City

- A. The parties acknowledge that all patient care decisions made on the scene or during transportation to any medical facility, while accompanied by City personnel, shall be made by the highest qualified provider of emergency medical services in accordance with the Emergency Medical Services Act. In the instances of Crime Scene operations and Fire operations the City's Public Safety Officer's shall be in charge, unless directed otherwise by a physician providing medical direction to the City personnel.

VI. Indemnification

- A. The Ambulance Service expressly agrees to indemnify and hold the City of Oak Park, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the City of Oak Park, harmless against any losses, costs, expenses, damage, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time there from, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Ambulance Service or anyone else acting on its behalf, relating to this Agreement, except that the Ambulance Service shall not be responsible for indemnification to the City for damages or injuries caused by or resulting from the City's sole negligence; and the Ambulance Service shall at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced there under the Ambulance Service shall pay any and all judgments which may be recovered in any suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses as they relate in any way to this contract.

VII. Insurance

- A. The Ambulance Service shall be required to maintain the following insurance during the term of this contract:
 - i. General Liability Insurance – The Ambulance Service shall procure and maintain during the life of this Agreement General Liability Insurance with limits of liability not less than;
 - 1. One Million dollars (\$1,000,000.00) each occurrence
 - 2. One Million dollars (\$1,000,000.00) personal injury
 - 3. Five Million dollars (\$5,000,000.00) general aggregate
 - ii. Motor Vehicle Liability – The Ambulance Service shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, for all owned vehicles, all non-owned vehicles and all hired vehicles with limits of liability of not less than:
 - 1. One Million dollars (\$1,000,000.00) each occurrence
 - 2. One Million dollars (\$1,000,000.00) uninsured motorist

- iii. **Workers' Compensation Insurance** – The Ambulance Service shall procure and maintain during the life of this agreement Workers' Compensation Insurance, in accordance with all applicable statutes of the State of Michigan including Employers Liability Coverage with a minimum of:
 - 1. One Million dollars (\$1,000,000.00) each occurrence
 - 2. Five Million dollars (\$5,000,000.00) shared aggregate
 - iv. **Professional Liability** – The Ambulance Service shall procure and maintain during the life of this Agreement Professional Liability Insurance, with limits of not less than:
 - 1. One Million dollars (\$1,000,000.00) each occurrence
 - 2. Five Million dollars (\$5,000,000.00) aggregate
 - v. **Additional Insured** – The General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": City of Oak Park, including all elected and appointed officials, and all employees or others working on behalf of the City. This coverage shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the additional insured parties, whether said other available coverage be primary, contributing or excess.
- B. The Ambulance Service shall not commence work under the proposed Agreement until it has obtained the insurance required by this Section.

VIII. Proof of Insurance Coverage

- A. The Ambulance Service shall provide the City at the time the Agreements have been executed by the City, certificates and policies on the standard City form as listed below:
- i. Two (2) copies of Certificate of Insurance for General Liability Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Workers' Compensation Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
- B. If any of the above coverage expires during the term of this Agreement, or is required to be modified as a result of changed insurance requirements, the Ambulance Service shall deliver renewal certificates and/or revised policies (as the case may be) to the City at least ten (10) days prior to the expiration date (in the case of a renewal) or within thirty (30) days of the date of notification of the change. Copies of the insurance shall be provided to:

Sandra Crawford
Director of Finance
City of Oak Park
13800 Oak Park Boulevard
Oak Park, MI 48237

IX. Contract

- A. The City intends to use the Ambulance Service for all ordinary calls for ambulance transportation which are received by the City, except in unusual circumstances, where it is in the best interest of the patient to have those services provided by the City or another qualified provider.

X. Additional Ambulances on Multiple Casualty or Major Emergencies

- A. In the case where a multiple casualty or life-threatening disaster or major emergency, the Ambulance Service may be required to provide an additional two (2) ambulances which shall arrive on the scene within fifteen (15) minutes after requested.

XI. Mutual Aid

- A. In the case where a multiple casualty or life-threatening disaster or major emergency occurs and where the Ambulance Service resources are unable to transport all victims in a timely fashion, the Ambulance Service must execute a mutual aid request with another life support agency. In order for the service during these circumstances to be as flawless as possible:

- i. The Ambulance Service will maintain mutual-aid agreements with other local EMS providers and with public life support agencies where possible.
- ii. The Ambulance Service will use the closest available ALS ambulance as reported by its mutual aid partners to respond in the event the Ambulance Service is unable to respond.
- iii. The Ambulance Service will be responsible for contacting its mutual aid partners to respond with an ambulance to the City of Oak Park.
- iv. The Ambulance Service will contact the Oak Park Department of Public Safety with the location the secondary provider is responding from and an Estimated Time of Arrival.

XII. Fire Standby

- A. When notified by the City of a fire to which the City's Public Safety Department has responded, Ambulance Service shall arrive, for standby purposes, at the scene of the fire with one (1) ambulance in addition to meeting the requirements of Section II.

XIII. Loans of Spare Medical Parts and Equipment

- A. Each party to this Agreement shall loan to the other party, upon request, spare medical parts or equipment on an emergency need basis at no cost provided that the borrowing party shall be required to promptly return the same. This provision may be waived if the loaning of such parts or equipment would leave the party making the loan with insufficient equipment or parts to be able to perform services as required by this Agreement or by another agreement to which the loaning party is a party.

XIV. Fair Employment Practices

- A. The Ambulance Service agrees as a condition of this contract that it will not discriminate against any person, employer or applicant for employment with respect to his hire, tenure, terms, conditions, or privileges of employment because of his or her religion, race, color, national origin, age, sex, heights, weight, sexual orientation, marital status or handicap which is unrelated to his ability to perform the duties of the job or position.

XV. Assignment

- A. There shall be no assignment of this Agreement or any interest in it without the prior written approval of the City. The Ambulance Service agrees that it will not subcontract any of its services without the prior written consent of the City. If control of the entity providing the service changes during the term of the contract, the City may at its option declare a breach of the Agreement unless the City has previously approved the new controlling party.

- XVI. Independent Contractor Relationship**
A. The relation between the Ambulance Service and the City shall be that of an independent contractor.
- XVII. Performance Evaluations**
A. The Ambulance Service will provide performance reports as may be required by the City at the discretion and request of the City.
- XVIII. Non-Waiver of Breach**
A. No failure by the City to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- XIX. Continuation of Service During Dispute**
A. In the interest of providing continuance of service to its patients, the Ambulance Service agrees to continue providing service under this Agreement during the time of any dispute unless enjoined by a court of competent jurisdiction or ordered by the Michigan Department of Public Health.
- XX. Governing Law; Compliance with Laws, Protocols, Rule and Regulations**
A. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, applicable Oakland County medical protocols and other applicable laws, rules and regulations, as amended from time to time. In the event of a conflict between any of the above, the provision upholding the highest level of patient care shall control.
- XXI. Effect of Invalidity**
A. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- XXII. Term**
A. The term of this Agreement shall be Four (4) Years. Notwithstanding the preceding sentence, this Agreement may be terminated at any time upon the mutual written agreement of both parties, or may be terminated by the City pursuant to Section XXIII. Notwithstanding the date of execution, this Agreement shall be effective as of 7:00 AM January 1, 2021 for a four-year term ending 6:59 AM January 1, 2025 .
B. This agreement is automatically renewable for two (2) year periods unless terminated as provided herein. Either party may terminate this agreement by providing written notice to the Director of Public Safety for the City and/or the Ambulance Service ninety (90) days in advance of termination.
- XXIII. Termination by the City**
A. The City may terminate this Agreement in the event that Ambulance Service, or any agent or employee of Ambulance Services, violates or fails to comply or maintain compliance with any term of this Agreement, or any applicable law, rule, regulation, protocol, standard, guideline, operational procedure or licensing requirement, as such may be amended from time to time, of any unit of government, including federal, state, county, or municipal governments or governing bodies, or any branch thereof, allowance of any required insurance to lapse, initiates or has initiated against it any proceeding in bankruptcy or an assignment for the benefit of creditors, maintains or circulates or

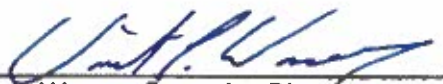
provides false information of any kind, or fails to comply with careful dispatch directions. Such termination under this Section shall be effective upon receipt by Ambulance Service of written notice by the City of a statement of the City's intention to affect such termination and the reason or reasons thereof.

The City and Ambulance Service have executed this Agreement on _____.

City of Oak Park

Alliance Mobile Health

By: _____
Marian McClellan, Mayor

By: _____
Vince Waryas, Executive Director

By: _____
Erik Tungate, City Manager

By: _____
Ed Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: Temporary Traffic Control Order 160 Sec 1.26

DEPARTMENT: Public Safety

SUMMARY: Over the course of several years the Public Safety Department has received numerous complaints regarding the traffic situation on Roanoke Street between 9 Mile Rd and 10 Mile Rd. One of the more frequent and recent complaints has been accidents occurring at the intersection of Roanoke and Oak Park Blvd. This area is heavily travelled by motorists and residents believe motorists have mistaken this intersection for a 4-way stop which has resulted in several accidents throughout the years. Residents are also reporting motorists constantly blowing their vehicle horns at cross traffic because of this belief.

I contacted the Transportation Improvement Association (TIA) and consulted with the Director of Engineering, David Allyn, regarding this matter. The Michigan Manual of Uniform Traffic Control Devices indicates that plaques may be used in combination with a Stop sign when engineering judgement indicates that conditions are present that are causing or could cause drivers to misinterpret the intersection.

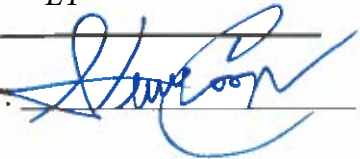
After reviewing the traffic crash data from 2017 to current, Director Allyn concluded that based on the right angle crash history, coupled with the fact that both streets experience fairly high traffic volume, he recommends the City of Oak Park install plaques (Cross Traffic Does Not Stop) under the Stop signs on Roanoke at Oak Park Blvd for a one year period. After one year, evaluate the crash data for that period.

FINANCIAL STATEMENT: NA.

RECOMMENDED ACTION: City Council approve Traffic Control Order 160 Sec 1.26, adding plaques (Cross Traffic Does Not Stop) under the Stop signs on Roanoke at Oak Park Blvd for a one year period. After the one year period examine the crash data to assist in making a determination on whether or not the plaques will remain in place permanently.

APPROVALS:

City Manager: _____ *ET*

Department Director: _____ 

Director of Finance: _____

Budgeted: ☐ NA

Exhibits: Memo attached from TIA

RE: Traffic Crashes (Roanoke/Oak Park Blvd)

Allyn, David (TIA) <dallyn@tiasafety.us>

Wed 12/2/2020 3:36 PM

To: Stevie Cooper <scooper@oakparkmi.gov>

2 attachments (966 KB)

MMUTCD Cross Traffic Does Not Stop Plaque mmutcdpart2c_2011-1.pdf; MMUTCD Cross Traffic Does Not Stop Plaque Figure 2C-9 mmutcdpart2c_2011-1.pdf;

Chief –

I reviewed the intersection of Roanoke and Oak Park Blvd., as well as the UD-10's you sent me for 2020.

Roanoke is a 2-lane road, while Oak Park Blvd. is, as its name states, a boulevard with a median.

From January 1, 2017 through November 21, 2020 there have been 11 right angle crashes at this intersection (2 in 2017, 2 in 2018, 4 in 2019 and 3 in 2020 through November 21st).

The Michigan Manual of Uniform Traffic Control Devices has a section concerning the use of the Cross Traffic Does Not Stop Plaque (Section 2C.59 CROSS TRAFFIC DOES NOT STOP Plaque (W4-4P)), see attached. It states that the plaque "may be used in combination with a STOP sign when engineering judgment indicates that conditions are present that are causing or could cause drivers to misinterpret the intersection as an all-way stop."

Based on the right angle crash history and these being 2 fairly high volume streets for the city, it is recommended that the city install these plaques under the Stop signs on Roanoke at Oak Park Blvd. and then evaluate the crash experience over the next year.

Please let me know if you have any questions or if you would like this in a letter form.

Dave

David F. Allyn

Interim Director of Engineering
Transportation Improvement Association
100 E. Big Beaver Rd., Suite 910
Troy, Michigan 48083
(248) 334-4971 Office
(248) 475-3434 Fax
dallyn@tiasafety.us
www.tiasafety.us

From: Stevie Cooper [mailto:scooper@oakparkmi.gov]

Sent: Tuesday, December 1, 2020 4:25 PM

Support:

- 04 Section 2B.23 contains information regarding a regulatory sign that can also be used for lane drops at grade-separated interchanges.

Section 2C.44 Two-Way Traffic Sign (W6-3)**Guidance:**

- 01 A Two-Way Traffic (W6-3) sign (see Figure 2C-8) should be used to warn road users of a transition from a multi-lane divided section of roadway to a two-lane, two-way section of roadway.
- 02 A Two-Way Traffic (W6-3) sign with an AHEAD (W16-9P) plaque (see Figure 2C-12) should be used to warn road users of a transition from a one-way street to a two-lane, two-way section of roadway (see Figure 2B-14).

Option:

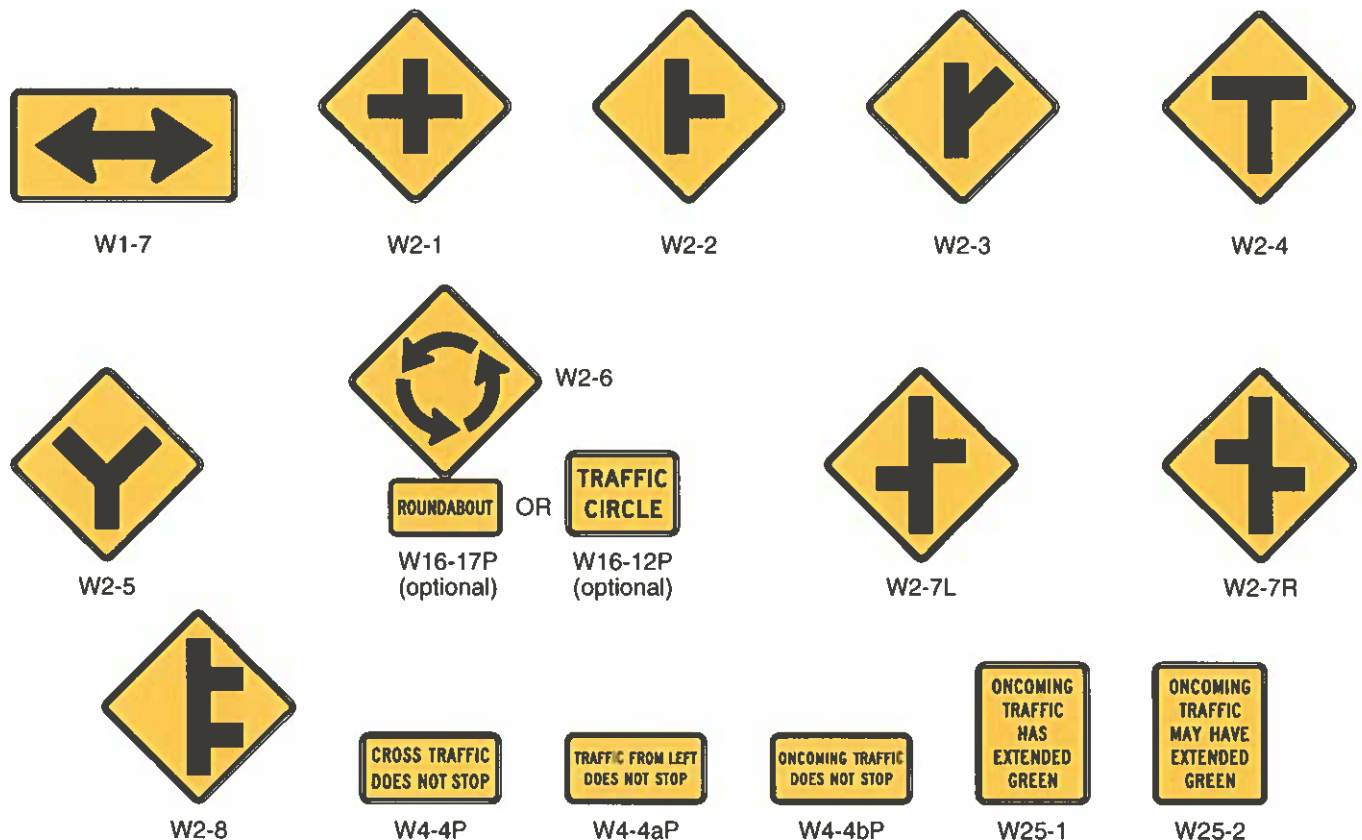
- 03 The Two-Way Traffic sign may be used at intervals along a two-lane, two-way roadway and may be used to supplement the Divided Highway (Road) Ends (W6-2) sign discussed in Section 2C.23.

Section 2C.45 NO PASSING ZONE Sign (W14-3)**Standard:**

- 01 The NO PASSING ZONE (W14-3) sign (see Figure 2C-8) shall be a pennant-shaped isosceles triangle with its longer axis horizontal and pointing to the right. When used, the NO PASSING ZONE sign shall be installed on the left side of the roadway at the beginning of no-passing zones identified by pavement markings or DO NOT PASS signs or both (see Sections 2B.28 and 3B.02).

Section 2C.46 Intersection Warning Signs (W2-1 through W2-8)**Option:**

- 01 A Cross Road (W2-1) symbol, Side Road (W2-2 or W2-3) symbol, T-Symbol (W2-4), or Y-Symbol (W2-5) sign (see Figure 2C-9) may be used in advance of an intersection to indicate the presence of an intersection and the possibility of turning or entering traffic.

Figure 2C-9. Intersection Warning Signs and Plaques

Standard:

- 02 **Supplemental Arrow plaques shall have the same legend design as the Advance Turn Arrow and Directional Arrow auxiliary signs (see Sections 2D.26 and 2D.28) except that they shall have a black legend and border on a yellow or fluorescent yellow-green background, as appropriate.**

Section 2C.57 Hill-Related Plaques (W7-2 Series, W7-3 Series)*Guidance:*

- 01 *Hill-Related (W7-2 series, W7-3 series) plaques (see Figure 2C-4) or other appropriate legends and larger signs should be used for emphasis or where special hill characteristics exist.*
- 02 *On longer grades, the use of the distance plaque (W7-3aP or W7-3bP) at periodic intervals of approximately 1-mile spacing should be considered.*

Section 2C.58 Advance Street Name Plaque (W16-8P, W16-8aP)*Option:*

- 01 An Advance Street Name (W16-8P or W16-8aP) plaque (see Figure 2C-12) may be used with any Intersection sign (W2 series, W10-2, W10-3, or W10-4) or Advance Traffic Control (W3 series) sign to identify the name of the intersecting street.

Standard:

- 02 **The lettering on Advance Street Name plaques shall be composed of a combination of lower-case letters with initial upper-case letters.**
- 03 **If two street names are used on the Advance Street Name plaque, a directional arrow pointing in the direction of the street shall be placed next to each street name. Arrows pointing to the left shall be placed to the left of the street name, and arrows pointing to the right shall be placed to the right of the street name.**

Guidance:

- 04 *If two street names are used on the Advance Street Name plaque, the street names and associated arrows should be displayed in the following order:*
- A. *For a single intersection, the name of the street to the left should be displayed above the name of the street to the right; or*
 - B. *For two sequential intersections, such as where the plaque is used with an Offset Side Roads (W2-7) or a Double Side Road (W2-8) symbol sign, the name of the first street encountered should be displayed above the name of the second street encountered, and the arrow associated with the second street encountered should be an advance arrow, such as the arrow shown on the W16-6P arrow plaque (see Figure 2C-12).*

Section 2C.59 CROSS TRAFFIC DOES NOT STOP Plaque (W4-4P)*Option:*

- 01 The CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (see Figure 2C-9) may be used in combination with a STOP sign when engineering judgment indicates that conditions are present that are causing or could cause drivers to misinterpret the intersection as an all-way stop.
- 02 Alternative messages (see Figure 2C-9) such as TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) may be used when such messages more accurately describe the traffic controls established at the intersection.

Guidance:

- 03 *Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP or ONCOMING TRAFFIC DOES NOT STOP should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.*

Standard:

- 04 **If a W4-4P plaque or a plaque with an alternative message is used, it shall be mounted below the STOP sign.**

Section 2C.60 SHARE THE ROAD Plaque (W16-1P)*Option:*

- 01 In situations where there is a need to warn drivers to watch for other slower forms of transportation traveling along the highway, such as bicycles, golf carts, horse-drawn vehicles, or farm machinery, a SHARE THE ROAD (W16-1P) plaque (see Figure 2C-12) may be used.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: United States Presidential Executive Order No. 13929 (Safe Policing)

DEPARTMENT: Public Safety

SUMMARY: This past June, the President of the United States signed Executive Order No. 13929 (Safe Policing), making the U.S. Department of Justice's discretionary grant funding only available to state, local and university or college law enforcement agencies that have obtained credentials certifying that they meet certain standards on use of force. The President's Executive Order on Safe Policing empowers the U.S Attorney General to designate independent credentialing bodies-including the Michigan Association of Chiefs of Police-to certify that a law enforcement agency meets the conditions of eligibility for federal grants.

After submitting the policy and procedures of the Oak Park Department of Public Safety on Use of Force, I am happy to announce that we have been certified by the Department of Justice as an agency that meets the required standards and therefore are eligible to receive discretionary federal grants (certification letter attached).

FINANCIAL STATEMENT: NA.

RECOMMENDED ACTION: NA

APPROVALS:

City Manager: ET

Department Director: [Signature]

Director of Finance: _____

Budgeted: ☐ NA



MICHIGAN ASSOCIATION OF CHIEFS OF POLICE

3474 Alameda Pkwy, Ste 600 ♦ Okemos, MI 48864

Phone: 517.349.9420

www.michiganpolicechiefs.org

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Grand Blanc Township

First Vice President
Chief Larry Weeks
Eaton Rapids

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Harbor Springs

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Livonia

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East Jordan

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Neal A. Rossow
Director of Professional Development
Accreditation Program Director

Janeice Morrow
Executive Assistant

Briann Banas
Member & Communications Specialist

DOJ Use-of-Force Policy Certification Letter

December 9, 2020

Department: **Oak Park Department of Public Safety**

On behalf of the Michigan Association of Chiefs of Police, this letter confirms we are certifying that the **Oak Park Department of Public Safety** meets certain eligibility requirements, set forth by the U.S. Department of Justice, for discretionary federal grants. The agency is qualified to receive federal grants for three years from the date of this letter.

Pursuant to Section 2 of the Presidential Executive Order on Safe Policing for Safe Communities, dated June 16, 2020, Executive Order No. 13929 (the "Executive Order on Safe Policing"), the U.S. Department of Justice's discretionary grant funding is only available to state, local, and university or college law enforcement agencies that have obtained (or are in the process of seeking) credentials certifying that they meet certain standards on use of force. The Executive Order on Safe Policing empowers the U.S. Attorney General to designate independent credentialing bodies — including the Michigan Association of Chiefs of Police — to certify that a law enforcement agency meets the conditions of eligibility for federal grants.

Following our review, we have determined that the **Oak Park Department of Public Safety** meets the conditions for certification. Accordingly, the Michigan Association of Chiefs of Police will include your agency going forward within our database of certified law enforcement agencies. On or before January 1st each year, we will provide the name of each certified law enforcement agency to the U.S. Department of Justice. The certifications will be valid for a three-year period and will need to be renewed according to that schedule.

If you would like to discuss further, please do not hesitate to contact me either by email at nrossow@michiganpolicechiefs.org or by phone at 810-434-5920. Thanks very much.

Sincerely,

Neal A. Rossow
Director of Professional Development
Accreditation Program Director



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: Façade Grant Application Unexpected Craft

DEPARTMENT: Economic Development

SUMMARY: The Economic Development & Communications Department has received an application for a Façade Improvement Grant from Unexpected Craft Brewing Company, 14401 Eleven Mile. The property owner has submitted an application for a façade grant to install energy efficient doors and garage door. The project specifications have met city guidelines for the program. The project total cost is \$6,103 with the highest quote. It is recommended that City Council approve the 50% grant match not to exceed \$2,500.

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

RECOMMENDED ACTION: City Council approve the façade grant in an amount not to exceed \$2,500.

APPROVALS:

City Manager: ET

Department Director: KM

Director of Finance:

Budgeted: ☐

Legal:

EXHIBITS: application

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: River Rouge Brewing Company, LLC

Address: 14401 W. Eleven Mile Road

City: Oak Park

State: MI

ZIP Code: 48237

Phone: 310 498 7809

Email: edward@riverrougebrew.com

FOR TENANTS

Name of Building Owner: MarthaEdwardHoldings LLC. (Martha & Edward Stencil)

Address of Building Owner: 111 N. Main Street Unit 311

City: Royal Oak

State: MI

Zip Code: 48067

Phone: 310 498 7809

Email: edward@riverrougebrew.com

PROPERTY TO BE IMPROVED

Name of Business: Unexpected Craft Brewing Company DBA for River Rouge Brewing Company LLC

Address: 14401 W. Eleven Mike Road

Phone: 310 498 7809

City: Oak Park

State: MI

ZIP Code: 48067

Type of Business: Brewery

Tax ID #: 46-471 3203

Proposed start of construction: 12/20/2020

Anticipated completion: 01/20/2021

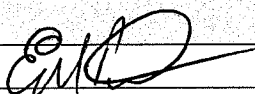
Short description of proposed work: Adding of new energy efficient doors and garage door.

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: 	Date: 12/02/2020	
Printed name of applicant: Edward Stencel		
Signature of Property Owner (if applicable):	Date:	
Printed name of Property Owner (if applicable):		
FOR DCED OFFICE USE ONLY		
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES ☐	NO ☐
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES ☐	NO ☐
Are the proposed improvements eligible under the requirements of the program?	YES ☐	NO ☐
Has the applicant provided architectural drawings of the proposed improvement?	YES ☐	NO ☐
Has the applicant included at least two photos of the current property?	YES ☐	NO ☐
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES ☐	NO ☐
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☐	NO ☐
Date submitted to city council for approval _____ Amount approved _____		
City Council approved		
YES ☐	NO ☐	



Overhead Door Company of Whitmore Lake

10810 Plaza Dr
Whitmore Lake, MI 48189-9737

Contact: Kurt Meister
Phone: +17344490400
Email: kurt.ohdwhitmorelake@gmail.com

This proposal is valid till Friday, February 12, 2021

Quote: SQHH000814-1 | Created: 10/15/2020 1:37 PM

Job:

14401 W. 11 Mile Rd.
Oak Park, MI 48237

Prepared For:

River Rouge Brewing Co.
14401 W. 11 Mile Rd.
Oak Park, MI 48237

Item	Qty	Unit (USD)	Extended (USD)
1 625.RD 625, 8'0" x 9'0" Opening	1	\$3,720.00	\$3,720.00
Mounting:	Right: Steel, Face Mount E Guide; Left: Steel, Face Mount E Guide; Lintel - Steel, Header - Steel		
Curtain:	Windload - 20 PSF, F265I Insulated, Steel, Gray, Primed, Backcover - Gray, Primed, 24 gauge, Backcover - 24 gauge, Interior Mtd Above Lintel, Alternate Endlock		
Operation:	Chain Hoist, Bracket Mount, Cast Gear Hoist, Right Hand		
Bottom Bar:	Double Angle, Steel, Powder Coat-Black, Astragal		
Guide:	Steel, Powder Coat-Black, Vinyl-Both Sides, Bellmouth Entry		
Hood:	Round, Steel, Gray, Primed, Hood Baffle		
Bracket:	Steel, Powder Coat-Black		
Last Changed:	10/15/2020 1:47 PM EDT		
Misc:	ReadyPak		
2 D521 Model:521 Size: 8' 2" X 8' 1"	1	\$2,383.00	\$2,383.00
Model:	521 Heavy-Duty Aluminum Sectional Door		
Size:	Actual: 8' 2" X 8' 1" Opening: 8' 0" X 8' 0" Headroom: 0"		
Door Construction:	Bottom Rail: 3-3/4" (STD), End Stile: Standard, Panel Layout: Standard		
Weatherstrip:	Top Seal: Top Seal, Dual Flap		
Glazing:	Open Bottom Section: Deduct for Open bottom section, Sash Section Glazing Type 1: (Qty = 4)Clear Tempered, 1/4"		
Door Finish:	Door Color: Powder Coat Paint		
Track:	Track Radius: 15" radius (STD), Type of Track: 2" Continuous Angle In (#2) STEEL JAMB (STD), Track Specials: Straight-Up Or Special Flare Track, Add To Full Vertical, Bumper Springs: Leaf Bumpers		
Counterbalance:	Springs: Standard, Solid Shaft: No		
Hardware:	Lock: Inside Slide #1 (STD), Struts: Standard, Drums: Standard		

Total (USD): \$6,103.00

Terms and Conditions

PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS. ALL PRIMARY AND SECONDARY WIRING WILL BE COMPLETED BY OTHERS. THIS INCLUDES ALL WIRING TO MOTORS, CONTROL BOARDS, PUSH BUTTONS, LOW VOLTAGE, ETC. NO EXCEPTIONS IN THE EVENT PURCHASER SHALL BE RESPONSIBLE FOR THE COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES. THERE SHALL BE A 1-1/2% SERVICE CHARGE FOR ALL



Estimate

M&M Garage Doors LLC
57575 Rosell Rd
Suite 100
New Haven, MI 48048
Office Phone: 586-610-5434
sales@mandmdoor.com

Estimate Number: E200707260
Estimate Date: 07/07/2020
Payment Terms: Due On
Receipt
Estimate Amount: 4,310.00
Service Technician: Jake Schmidt

Billing Address

River Rouge Brewing Company
14401 W 11 Mile Rd
Berkley, MI 48237
Oak Park

Shipping Address

River Rouge Brewing Company
14401 W 11 Mile Rd
Berkley, MI 48237
Oak Park

Item #	Item Name	Quantity	Unit Price	Taxable	Total
2888	8x8 Haas 110i Black Aluminum All Glass Sections Clear Glass-Insulated Perimeter Seal 15" R Track 5 Year Hardware Warranty Glass entry door single 5' Window Double glass entry door	1.00	2,350.00	X	2,350.00
3206	Garage Door Installation	2.00	300.00		600.00
3225	Steel Roll Up 8x9-Sheet Door Bottom Slide Bar Lock	1.00	1,150.00	X	1,150.00
3082	Misc Customer Will Be Responsible for Opening Framing and Back Jambs	1.00	0.00		0.00

Comments:

Future Follow Up (Text Call Email)

(90 Day Labor & 1 Year Parts Warranty on Services)

(1 Year Labor on Opener Installs & See opener model
for opener parts warranty)

(3 Year Labor on New Door Installs & See door model for
door parts warranty)

TERMS & CONDITIONS

Subtotal: \$ 4,100.00
Sale Tax Rate: 6%
Sale Tax Amount: 210.00
Estimate Amount \$ 4,310.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: Adoption of Intergovernmental Local Agreement – Designated Assessor

DEPARTMENT: Assessor's Office

SUMMARY: Public Act 660 of 2018 requires all Michigan Counties to name a Designated Assessor for each respective county. This process is to be done by resolution in each of Michigan's 83 counties. The main purpose of this Act and the Designated Assessor is to ensure all cities and townships are in substantial compliance with the General Property Tax Act. The Designated Assessor is not Countywide assessing. It is a process to assist the State Tax Commission in the unlikely event a local city or township is not in substantial compliance with the General Property Tax Act.

FINANCIAL STATEMENT: n/a

RECOMMENDED ACTION: Adopt attached Resolution

APPROVALS:

City Manager: ET

Department Director: WCA

Director of Finance: _____

Budgeted: ☐

Legal: _____

EXHIBITS: 11/23 Letter from Oakland County
STC Bulletin 8 of 2020 Overview of Designated Assessor

**Oakland County Intergovernmental Local
Agreement
Oakland County Commission Resolution**

November 23, 2020

To Oakland County Assessors,

As you may be aware, Public Act 660 of 2018 requires all Michigan Counties to name a Designated Assessor for each respective county. This process is to be done by resolution in each of Michigan's 83 counties. The main purpose of this Act and the Designated Assessor is to ensure all cities and townships are in substantial compliance with the General Property Tax Act. The Designated Assessor is not Countywide assessing. It is a process to assist the State Tax Commission in the event a local city or township is not in substantial compliance with the General Property Tax Act. You may be aware of the audit process used to determine compliance which is commonly known as an AMAR review (Audit of Minimum Assessing Requirements). This assistance will only take place after several reviews and correction opportunities by the local city or township.

On November 19, 2020 Oakland County named David Hieber, in his capacity as the Equalization Officer for Oakland County, as the Designated Assessor for Oakland County. In order to be compliant with Public Act 660, an Interlocal Agreement is to be executed by the majority of the cities and townships within the county, the County Board of Commissioners, and the Designated Assessor.

By executing the Interlocal Agreement, Oakland County is committed to keeping in compliance with the General Property Tax Act.

Attached you will find three documents:

- State Tax Commission Bulletin 8 of 2020 explaining Public Act 660 of 2018
- The Interlocal Agreement approved by the Oakland County Board of Commissioners (which requires the majority of cities/townships approval)
- The Resolution adopted by the Oakland County Board of Commissioners

Please review the attached documents and contact me with any questions or concerns you may have. I can be reached at jacobt@oakgov.com or **248-858-0749**. I am hopeful that the Interlocal Agreement is acceptable to you and can be approved by your City/Township Board by the December 31, 2020 deadline.

Thank you in advance for your time and attention to this matter.

Sincerely,

Tiffany Jacob



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

Bulletin 8 of 2020
June 9, 2020
Audit Process and Designated Assessor

TO: Assessors and Equalization Directors

FROM: State Tax Commission

SUBJECT: Overview of Audit Process and Designated Assessor under Public Act 660 of 2018

Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Act defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review. The Designated Assessor is an integral part of that process.

Audit Process Overview

The Commission will conduct an audit of assessment practices according to a published schedule. If the assessing district (City, Township or Joint Assessing Authority) is determined to be in substantial compliance, the audit process for that five-year cycle is complete and the assessing district is not required to take any additional action.

If the State Tax Commission determines that an assessing district is not in substantial compliance with the General Property Tax Act, the Commission will provide the assessing district with a notice of noncompliance, including the reasons the assessing district is not in substantial compliance.

The assessing district must either appeal the audit determination by filing a written petition to be developed by the State Tax Commission or they must submit a corrective action plan to be approved by the State Tax Commission. "Corrective action plan" is defined in P.A. 660 of 2018 as "a plan developed by an assessing district that specifically indicates *how* the assessing district will achieve substantial compliance . . . and *when* substantial compliance will be achieved." (Emphasis added). Additional information related to the corrective action plan and petition to challenge the audit results will be provided by the State Tax Commission in separate guidance.

In the event the Commission conducts a follow-up review and the assessing district is not in substantial compliance after the follow-up review, the assessing district has three options:

1. The assessing district may hire a new Michigan Advanced Assessing Officer (MAAO) or Michigan Master Assessor Officer (MMAO),

2. The State Tax Commission assumes jurisdiction over the assessment roll in order to bring the roll into substantial compliance, or,
3. The local unit may move directly to the designated assessor.

Regardless of which option is selected, the Commission will conduct a second follow-up review to determine if the assessment roll is in substantial compliance. If, after the second follow-up review the assessing district continues to be in noncompliance, the local unit will move directly to the Designated Assessor process.

As defined in statute **substantial compliance** “means that any identified deficiencies do not pose a significant risk that the assessing district is unable to perform the assessment function in conformity with the state constitution and state statute.”

As defined in statute **noncompliance** “means that the identified deficiencies, taken together, pose a significant risk that the assessing district is unable to perform the assessing function in conformity with the state constitution and state statute.”

At the December 17, 2019 State Tax Commission meeting, the Commission determined “substantial compliance” to mean that the local unit 1) has properly calculated and appropriately documented Economic Condition Factors; 2) has properly calculated and appropriately documented land value determinations; and 3) less than 1% of the record cards are on override and less than 1% of the record cards reflect flat land values. If any of the requirements associated with those items are not met, the local unit will be considered noncompliant and the notice of noncompliance will be issued.

Once the audit is complete, if an assessing district is notified that it has fallen out of substantial compliance prior to the next audit, the State Tax Commission may require the assessing district to contract with the Designated Assessor to serve as their assessor of record. If the assessing district is notified that it has fallen out of substantial compliance more than four years after the initial finding of substantial compliance, then the regular audit process will be followed.

What is the Designated Assessor?

The Designated Assessor is part of a process to ensure that local units are in compliance with the statutory provisions of the General Property Tax Act, meaning that local units are meeting minimum assessing requirements.

The Designated Assessor is the individual selected and agreed to by the County Board of Commissioners and a majority of the assessing districts within that county, subject to final approval of the State Tax Commission.

The Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit.

The Designated Assessor is not an automatic requirement for Countywide assessing or for the County Equalization Director to take over as the assessor for local units. While the County can be named the Designated Assessor, it is not an automatic designation as the Designated Assessor as this is determined by the approved interlocal agreement.

Who may be the Designated Assessor?

Each Assessing District within each County is required to have an assessor of record with a certification level that meets the valuation requirements set forth by the State Tax Commission. Township and City certification levels are adjusted annually and approved by the STC. The individual who will serve as the county's Designated Assessor must be in good standing and be certified, at least, at the highest level required within the County. If the County contains an Assessing District that requires a Michigan Master Assessing Officer (MMAO), the Designated Assessor must then also be certified at the MMAO level. If the County only contains Assessing Districts that require a Michigan Advanced Assessing Officer (MAAO) certification, or a lower certification, the Designated Assessor may be certified at the level of MAAO. A Michigan Certified Assessing Officer (MCAO) may not serve as the Designated Assessor. As part of the annual certification level process, the Commission will review all MAAO Designated Assessors to ensure compliance with certification level requirements. Additionally, the STC will examine and determine a specific process, on a case by case basis, any specific instance of a MAAO that has been assigned multiple units that may place them beyond the certification requirements of a MAAO.

Notification of Selected Designated Assessor

P.A. 660 of 2018 requires that each county notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the county's Designated Assessor. In addition, the county must provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within that county, and the proposed Designated Assessor for the county. The interlocal agreement must provide enough detail regarding the assessment responsibilities for the designated assessor. The Commission expects the interlocal agreement will include, but not be limited to, the following:

- Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members.
- Duties and responsibilities for each local unit within the County, including providing the Designated Assessor with reasonable access to records, documents and information.
- Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement.

Failure to timely notify the State Tax Commission of the county's Designated Assessor will result in the State Tax Commission selecting a Designated Assessor for the county.

If the State Tax Commission determines that an individual named as the Designated Assessor is capable of ensuring that the assessing districts within the county will achieve and maintain substantial

compliance, the Commission shall approve that individual as the County's Designated Assessor. Once approved, the designation will not be revoked for at least five years from the approval date.

If the State Tax Commission is unable to approve the individual identified as the county's Designated Assessor because the Commission determines that the proposed Designated Assessor is not capable of ensuring that the assessing districts will achieve and maintain substantial compliance, the county must submit a new Designated Assessor candidate and accompanying interlocal agreement within sixty days of the Commission's determination. The county will be required to repeat the process until a satisfactory Designated Assessor can be approved. The State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor during this period.

The State Tax Commission will develop a form to be utilized by the County Equalization Departments to notify the Commission of the proposed Designated Assessor. The Designated Assessor form will be available by August 18, 2020. The form must be submitted to the Commission no later than December 31, 2020.

Designated Assessor Term

Once an assessing district is under contract with a Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. Statute does provide for a local unit to petition the Commission to end the contract after the Designated Assessor has been in place for 3 years.

The Commission shall approve termination of a contract if it is determined that the assessing district can ***achieve and maintain*** substantial compliance with the General Property Tax Act using a different assessor of record other than the Designated Assessor.

The State Tax Commission may revoke the Designated Assessor and provide for an interim designated assessor if:

1. The Designated Assessor dies or becomes incapacitated
2. The Designated Assessor's employment status materially changes or
3. The Designated Assessor is not capable of ensuring that the assessing district is able to achieve and maintain substantial compliance with MCL 211.10g.

The interim Designated Assessor will remain in place until a new Designated Assessor can be selected following the interlocal agreement process.

If the Designated Assessor is serving as an assessor of record for an assessing district that is found to be in noncompliance, the State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor. The county will utilize the normal process to select and notify the Commission of the new Designated Assessor.

Designated Assessor Costs

The Designated Assessor is permitted to charge an assessing district for the reasonable costs incurred in serving as the assessing district's assessor of record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office. The assessing district is required to pay these costs in accordance with

the interlocal agreement. The costs and fees agreed to by the county, assessing districts and the Designated Assessor is a local issue and will vary statewide.

The Commission will develop guidelines as required by statute for any local unit to protest charges by the Designated Assessor.

Audit Preparation

While the audit process outlined in P.A. 660 of 2018 will not commence until 2022, assessing districts can prepare for these audits by meeting the requirements of the current Audit of Minimum Assessing Requirements (AMAR) and the “Supervising Preparation of the Assessment Roll”, as those requirements existed on October 1, 2018. Additionally, assessing districts should employ an assessor certified by the State Tax Commission at the proper certification level based on the valuation requirements, adjusted annually, set forth by the State Tax Commission. Additional information about the AMAR, including the AMAR Review Sheet, and certification levels, are available on the State Tax Commission website (www.michigan.gov/statetaxcommission).

MISCELLANEOUS RESOLUTION #20XXX

November 19, 2020

BY: Commissioner Helaine Zack, Chairperson, Finance and Infrastructure Committee

IN RE: MANAGEMENT AND BUDGET/EQUALIZATION DIVISION – DESIGNATED ASSESSOR INTERLOCAL AGREEMENT

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS pursuant to Public Act 660 of 2018, each county is required to notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the county's Designated Assessor; and WHEREAS the Designated Assessor is part of a process to ensure that local units of government are in compliance with statutory provisions of the Audit of Minimum Assessing Requirements; and

WHEREAS the Designated Assessor is the individual designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the assessing districts (cities and townships) within the county, subject to final approval of the State Tax Commission; and

WHEREAS the Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit; and

WHEREAS each county must also provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within the county, and the proposed Designated Assessor for the county; and

WHEREAS the interlocal agreement must provide enough detail regarding the assessment responsibilities for the Designated Assessor including, but not limited to, the following:

1. Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members,
2. Duties and responsibilities for each local unit within the county, including providing the Designated Assessor with reasonable access to records, documents and information, and
3. Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement; and

WHEREAS Oakland County Corporation Counsel is developing the Designated Assessor Interlocal Agreement to be entered into with any and all Assessing Districts within the County that approve the Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves designating Oakland County Equalization Director David Hieber, who is an individual qualified and certified by the State Tax Commission as a Michigan Master Assessing Officer, to be the Designated Assessor for Oakland County.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners approves and authorizes the Chairperson of Board to execute the required Interlocal Agreement on behalf of Oakland County upon final review and approval by Corporation Counsel.

Chairperson, on behalf of the Finance and Infrastructure Committee, I move the adoption of the foregoing resolution.

Commissioner Helaine Zack, District #18
Chairperson, Finance and Infrastructure
Committee

FINANCE AND INFRASTRUCTURE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote.

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE
THE DESIGNATED ASSESSOR FOR THE PERIOD JANUARY 1, 2021
THROUGH DECEMBER 31, 2025**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

BACKGROUND INFORMATION

Oakland County names **DAVID HIEBER** (R-5676), in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County¹. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

QUALIFICATIONS OF DESIGNATED ASSESSOR

David Hieber has been certified as a Michigan Master Assessing Officer since 1998. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

David Hieber has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that David Hieber will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

¹ Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
 - 1.3.1 Make assessments of real and personal property within the Assessing District;
 - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
 - 1.3.3 Attend all March, July, and December Board of Review meetings;
 - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
 - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
 - 1.3.6 Performs any other duties required under PA 600 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required to take over the assessing duties for an Assessing District pursuant to the terms of PA 600 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during and throughout the term of this Agreement, do the following:
 - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
 - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
 - 2.1.3 Provide any technology, equipment, and workspace necessary for the Designated Assessor to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court.
- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

3.0 DESIGNATED ASSESSOR COMPENSATION

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties understand that it may be necessary to modify this standard fee depending on the complexity of the work to be performed by the Designated Assessor and the number of staff needed to assist in completing the work. The Assessing District is not required to pay a retainer fee.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.
- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the 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 the 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.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing

District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, David Hieber, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2025. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS

It is understood by the parties that David Hieber is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

6.0 ENTIRE AGREEMENT

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

7.0 AMENDMENTS

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

8.0 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 or conditions shall remain in full force and effect.

9.0 GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

10.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, _____ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the _____ [name of assessing district], 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: _____
Name and Title:

WITNESSED: _____ DATE: _____
Name and Title:

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: _____
Name and Title:

DAVID HIEBER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: _____ DATE: _____
David Hieber
Oakland County Equalization Officer

ADDENDUM – SEV TOTALS

OAKLAND COUNTY SEV TOTALS BY CLASS

class	parcel counts	State Equalized values
Agricultural	414	83,078,430
Commercial	21,730	13,049,878,820
Industrial	4,576	2,458,558,940
Residential	457,609	62,000,752,770
Personal Property	52,485	3,603,125,954
Special Acts	384	479,224,100
	537,198	81,674,619,014



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

SUBJECT: MERS DC Plan Adoption Agreement Addendum (s) Divisions
633401110536 and 633401106127
MERS Resolution Establishing Authorized Signatories

DEPARTMENT: Finance / Human Resources

SUMMARY: The MERS DC Plan addendum(s) is to confirm changes to the Vesting Schedule for plan ending in 0536 and to define Eligibility and Compensation for both plans. And to adopt the Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the MERS DC Plan Adoption Agreement Addendum(s) and Adopt the Resolution Establishing Authorized Signatories for MERS Contract & Service Credit Purchase Approvals.

APPROVALS:

City Manager: ET

Department Director: MB

Director of Finance: _____

Budgeted: ☐

Legal: _____

EXHIBITS: Defined Contribution Plan Adoption Agreement Addendum(s) for plans 633401110536 and 633401106127

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals

Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Oak Park, City of

Municipality number 633401

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 633401110536

Division name FT TPOAM & Dis on/af 7/1/17

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is included in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Vesting schedule 50% - after 3 years

Vesting schedule 100% - after 5 years

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401110536

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than _____ per _____.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401110536

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401110536

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☒ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401110536

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☐ Salary or hourly wage X hours

☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ On-call pay

☐ Other: _____

Other Wages apply: YES ☐ NO ☐
☐ Shift differentials

☐ Overtime

☐ Severance issued over time (weekly/bi-weekly)

☐ Other: _____

Lump Sum Payments apply: YES ☐ NO ☐
☐ PTO cash-out

☐ Longevity

☐ Bonuses

☐ Merit pay

☐ Job certifications

☐ Educational degrees

☐ Moving expenses

☐ Sick payouts

☐ Severance (if issued as lump sum)

☐ Other: _____

Taxable Payments apply: YES ☐ NO ☐
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Personal use of a company car

☐ Car allowance

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐
☐ Gun, tools, equipment, uniform

☐ Phone

☐ Fitness

☐ Mileage reimbursement

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐
☐ 457 employee and employer contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ IRA contributions

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐
☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Group term or whole life insurance < \$50,000

☐ Other: _____

Mandatory Contributions apply: YES ☐ NO ☐
Taxable Fringe Benefits apply: YES ☐ NO ☐
☐ Clothing reimbursement

☐ Stipends for health insurance opt out payments

☐ Group term life insurance > \$50,000

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐
☐ Workers compensation settlement payments

☐ Other: _____

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401110536

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Oak Park

at a Board Meeting which took place on: 12/21/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: DataCollectionProject@mersofmich.com

Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Oak Park, City of

Municipality number 633401

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 633401106127

Division name Eligible EEs - See comments

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is included in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

All Non-Union, TPOAM, POAM, POLC, and Dispatchers hired before 07/01/2017 and voter-Elected Officials

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401106127

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1040</u> per year.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☒	☐
Voter-Elected Officials	☒	☐	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DN:633401106127

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401106127

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	Base Wages	Box 1 Wages	Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages Included	All Regular Wages Included	All Regular Wages Included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages Included	All Other Wages Included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments Included	All Lump Sum Payments Included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments Included	All Taxable Payments Included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits Included	Excluded	All Nontaxable Fringe Benefits Included
Mandatory Contributions	All Mandatory Contributions Included	Excluded	All Mandatory Contributions Included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits Included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits Included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DN: 633401106127

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)☒ On-call pay☐ Other: _____Other Wages apply: YES ☒ NO ☐☒ Shift differentials☒ Overtime☒ Severance issued over time (weekly/bi-weekly)☐ Other: _____Lump Sum Payments apply: YES ☒ NO ☐☒ PTO cash-out☒ Longevity☒ Bonuses☒ Merit pay☒ Job certifications☒ Educational degrees☒ Moving expenses☒ Sick payouts☒ Severance (if issued as lump sum)☐ Other: _____Taxable Payments apply: YES ☒ NO ☐☒ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)☐ Prizes, gift cards☒ Personal use of a company car☐ Car allowance☐ Other: _____Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒☐ Gun, tools, equipment, uniform☐ Phone☐ Fitness☐ Mileage reimbursement☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐☒ 457 employee and employer contributions☒ 125 cafeteria plan, FSAs and HSAs☒ IRA contributions☒ Other: HCSP

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒☐ Health plan, dental, vision benefits☐ Workers compensation premiums☐ Short- or Long-term disability premiums☐ Group term or whole life insurance < \$50,000☐ Other: _____Mandatory Contributions apply: YES ☐ NO ☒Taxable Fringe Benefits apply: YES ☐ NO ☒☐ Clothing reimbursement☐ Stipends for health insurance opt out payments☐ Group term life insurance > \$50,000☐ Other: _____Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒☐ Workers compensation settlement payments☐ Other: _____

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Oak Park, City of

DIV: 633401106127

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Oak Park

at a Board Meeting which took place on: 12/21/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: DataCollectionProject@mersofmich.com

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, City of Oak Park ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. Erik Tungate, City Manager

Optional additional job positions:

2. Saundra Crawford, Finance Director/Treasurer
3. Megan Burke, Human Resources Director

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on December 21, 2020.

Authorized signature (must be currently in a position named above): _____

Name: _____

Title: _____

Witness signature: _____

Witness name: _____

Witness title: _____



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 21, 2020

AGENDA #

SUBJECT: Resolution to concur in the rules and regulations concerning Industrial Pretreatment Program as adopted by the Great Lakes Water Authority.

DEPARTMENT: Public Works - *KJY*

SUMMARY: The Municipal Sewage Systems Act requires the City to concur with the Great Lakes Water Authority Proposal to adopt amendments to the rules. The proposed rules have been reviewed by Legal, Finance, and Public Works and are found to be acceptable.

FINANCIAL STATEMENT: N/A.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution.

APPROVALS:

City Manager: ET

Finance Director: _____

Department Director: KJY

Legal: _____

EXHIBITS: Resolution

**RESOLUTION OF THE CITY OF OAK PARK
TO CONCUR IN THE RULES AND REGULATIONS CONCERNING
INDUSTRIAL PRETREATMENT PROGRAM AS ADOPTED
BY THE GREAT LAKES WATER AUTHORITY**

WHEREAS, the Great Lakes Water Authority ("GLWA") is a Michigan municipal authority and public body corporate organized and existing pursuant to the provisions of Michigan Public Act No.233 of 1955, as amended, MCL 124.281, *et seq.* ("Act 233"), for the purpose of establishing a regional sewage disposal system to operate, control, and improve the sewage disposal system leased from the City of Detroit; and

WHEREAS, pursuant to Act 233, the City of Oak Park is a constituent municipality of the GLWA; and

WHEREAS, as authorized by Act 233, GLWA and the constituent municipalities are required by state and federal law to adopt binding rules and regulations (Exhibit A, attached hereto and incorporated herein by reference) as part of an Industrial Pretreatment Program (IPP) in order to comply with all applicable state and federal laws, including, without limitation, the requirements of the Federal Water Pollution Control Act, 33 USC Section 1251, *et. seq.*, the General Pretreatment Regulations for Existing and New Sources of Pollution, 40 CFR 403, and the National Categorical Pretreatment Standards contained in 40 CFR Sections 405-471; and

WHEREAS, these rules and regulations were adopted by GLWA as a uniform code to: (1) regulate wastes and wastewaters discharged into the collection system for all participating municipalities; (2) prevent the introduction of pollutants into the wastewater systems which will interfere with the operation of the system, contaminate the resulting sludge, or pose a hazard to the health, safety or welfare of the people, the communities or to employees of GLWA; (3) prevent the introduction of pollutants into the wastewater system which will pass inadequately treated through the system and into the receiving waters, the atmosphere, and the environment, or will otherwise be incompatible with the system; (4) provide for the recovery of costs from users of the wastewater collection system sufficient to administer regulatory activities and meet the costs of operation, maintenance, improvement and replacement of the system; and

WHEREAS, after a 45-day public comment period and public hearing, the Board of the GLWA approved the IPP Rules on November 13, 2019.

NOW THEREFORE BE IT RESOLVED that the governing body of Oak Park, in compliance with Act 233 and state and federal law, hereby concur in the IPP rules and regulations attached hereto as Exhibit A; including any subsequent amendments thereto, which amendments, if any, shall not require the approval of this governing body; and

BE IT FURTHER RESOLVED that the adoption and approval of the rules and regulations contained in Exhibit A shall be contractually binding on the parties, and no governing body of Oak Park shall be authorized or empowered to rescind or change the approval granted in this resolution without 180 days prior written notice to the GLWA.

ON MOTION OF _____ SUPPORTED BY _____ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT _____ AYE _____ NAY _____

