

Oak Park

City Council Agenda

November 21, 2022





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
November 21, 2022
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

- A. Regular City Council Meeting Minutes of November 7, 2022
- B. Recycling Commission Meeting Minutes of September 15, 2022
- C. Request to approve payment of invoices from OHM Advisors for the GIS DWAM Grant and Nine Mile Road Design Engineering for the total amount of \$22,597.00
- D. Request to approve payment application No. 4 for the 2022 Water Main Replacement Project, M-737, to Mark Anthony Contracting of Milford, Michigan for \$566,436.98
- E. Request to schedule a Public Hearing for December 5, 2022 to receive public comment on the allocation of the 2023 Community Development Block Grant Funds
- F. Licenses New and Renewals submitted for November 21, 2022

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Corridor Improvement Authority Annual Report Presentation

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$13,629.99

12. BIDS: None

13. ORDINANCES:

- A. First reading of an ordinance to amend Chapter 82, Utilities, Article V, Rates and Charges, Payment, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Section 82-315 thereof (The ordinance amendment allows owners of residential, owner-occupied properties to file for a payment plan for delinquent utilities after the mailing of a shut-off notice and corrects the deposit required on accounts where the city is properly notified in accordance with 82-313 that a tenant is responsible for utility charges to ensure consistency with section 82-316, deposits)
- B. First reading of an ordinance to amend sections of the City Code of Ordinances that changes the name of the Department of Technical and Planning Services to Municipal Services

14. CITY ATTORNEY:

- A. Resolution approving a proposed site lease agreement with Dish Wireless L.L.C

15. CITY MANAGER:

Recreation

- A. Request to approve an agreement with Skerbeck Family Carnival, Inc for carnival rides and food concession for the City of Oak Park Summer Blast to be held June 16 - 18, 2023.

Department of Public Works

- B. Request to approve the Public Works Department to participate in the Macomb County and Rochester Hills pre-bid contracts for the purchase of two Public Works vehicles totaling \$214,324.00

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
39th OAK PARK CITY COUNCIL
November 7, 2022
7:00 PM**

MINUTES

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

PRESENT: Mayor ProTem Edgar, Council Member Burns, Council Member Whitehead

ABSENT: Mayor McClellan, Council Member Radner

OTHERS

PRESENT: City Manager Tungate, Assistant City Manager VanVleck, City Attorney Duff

APPROVAL OF AGENDA:

CM-11-354-22 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-355-22 (AGENDA ITEM #5A-F) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes of October 24, 2022 **CM-11-356-22**
- B. Special City Council Meeting Minutes of October 24, 2022 **CM-11-357-22**
- C. Retirement Board Meeting Minutes of July 25, 2022 **CM-11-358-22**
- D. Arts and Cultural Diversity Commission Meeting Minutes of May 12, 2022, June 9, 2022, July 14, 2022, August 11, 2022 and September 8, 2022 **CM-11-359-22**
- E. Request to approve payment to SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of \$12,498.50 **CM-11-360-22**
- F. Licenses New and Renewals submitted for November 7, 2022 **CM-11-361-22**

**MERCHANT'S LICENSES – November 7, 2022
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>RENEWALS (2022)</u>	<u>ADDRESS</u>	<u>FEE</u>	
TIGER COLLISION	10010 CAPITAL AVE	\$150.00	AUTO REPAIR
FORMTECH PLASTICS	10030 CAPITAL AVE	\$150.00	CUSTOM FABRICATION
PRONTO PEST MANAGEMENT	10130 CAPITAL AVE	\$150.00	PEST COMPANY
MICHIGAN DESSERT CORP	10750 CAPITAL AVE	\$150.00	RETAIL
PLUMBING TECHS PIPECON	12700 CAPITAL AVE	\$150.00	PLUMBING CONTRACTOR
BENSTON D HARRIS INC	13040 CAPITAL AVE	\$150.00	HVAC
WURTH BAER SUPPLY CO	13390 CLOVERDALE AVE	\$150.00	WAREHOUSE DISTRIBUTOR
NEW NORTHEND MARKET	21601 COOLIDGE HWY	\$150.00	LIQUOR STORE
KFC	22001 COOLIDGE HWY	\$150.00	FAST FOOD
ADVANCE AMERICA #1328	22140 COOLIDGE HWY	\$150.00	CASH ADVANCE STORE
SUNBELT RENTALS INC	12992 W EIGHT MILE RD	\$150.00	EQUIPMENT RENTAL
STAR FACTORY ARTIST DEVELOPMENT LLC	13650 W EIGHT MILE RD	\$150.00	MUSIC OFFICE
OAK LIQUOR & WINE	13700 W EIGHT MILE RD	\$150.00	LIQUOR STORE
CUSTOM CONCEPT COLLISION	14051 W ELEVEN MILE RD	\$150.00	AUTO BODY SHOP
TO GO CAFÉ	21700 GREENFIELD # 132	\$150.00	CONVENIENT STORE
DIAMOND FASHION JEWELERS	21700 GREENFIELD # 337	\$150.00	JEWELRY STORE
PINEWOOD DENTAL	21950 GREENFIELD RD	\$150.00	GENERAL DENTISTRY
FINDINGS OUTLET INC	21990 GREENFIELD RD	\$150.00	JEWELER SUPPLIES
FINDINGS OUTLET INC	21990 GREENFIELD RD	\$150.00	JEWELER SUPPLIES
AUTOZONE #4365	22150 GREENFIELD RD	\$150.00	AUTO STORE
SELECT MEDICAL GROUP	23350 GREENFIELD # 200	\$150.00	MEDICAL PRACTICE
SKYLAR LAUNDROMAT OF OP	25214 GREENFIELD RD	\$150.00	LAUNDROMAT
SUMMIT DISABILITY PLLC	25900 GREENFIELD # 111	\$150.00	LAW FIRM
MODERN STAMPS INC	25900 GREENFIELD # 136	\$150.00	STAMPS FOR COLLECTORS
BROAD COVERAGE	25900 GREENFIELD # 206	\$150.00	OFFICE
GLOBAL SOLUTIONS GROUP	25900 GREENFIELD # 220	\$150.00	OFFICE
OXFORD HILL PARTNERS LLC	25900 GREENFIELD # 232	\$150.00	MARKETING CONSULTING
AYZERTECH INC	25900 GREENFIELD # 276	\$150.00	OFFICE
JEWISH FAMILY SERVICE	25900 GREENFIELD # 405	\$150.00	SOCIAL SERVICE AGENCY
TOP THAT LLC	25950 GREENFIELD RD	\$150.00	RETAIL
BLING BLING GG INC	26122 GREENFIELD RD	\$150.00	RETAIL
WHITE CASTLE	26500 GREENFIELD RD	\$150.00	FAST FOOD
ALLIANCE A/C & HEATING	20800 HUBBELL AVE	\$150.00	CONTRACTOR
ROYAL CONTAINER	21100 HUBBELL AVE	\$150.00	STORAGE FACILITY
SOLTMAN HEATING & COOL	8650 W NINE MILE RD	\$150.00	CONTRACTOR
SUNNYSIDE ENRICHMENT CTR	10440 W NINE MILE RD	\$150.00	CHILD CARE FACILITY
TOUCH OF CLASS CATERING	10612 W NINE MILE RD	\$150.00	FOOD SERVICES
PIZZA SQUARE	10770 W NINE MILE RD	\$150.00	PIZZA SHOP
CAPTAIN JAYS #126 INC	13500 W NINE MILE RD	\$150.00	FISH AND CHICKEN MARKET
THE D LOFT CAFÉ	13710 W NINE MILE RD	\$150.00	FOOD SERVICES
CHINA CITY	13715 W NINE MILE RD	\$150.00	CHINESE TAKEOUT
PETEETS FAMOUS CHEESECAKES	13835 W NINE MILE RD	\$225.00	CHEESE CAKE BAKERY
OAK PARK MEDICAL CENTER	15300 W NINE MILE RD	\$150.00	MEDICAL CENTER
OAKLAND CABINET COAT.	8800 NORTHEND AVE	\$150.00	CABINET REFINISHING
SADIA ENTERPRISES INC	13000 NORTHEND AVE	\$150.00	OFFICE
VGAGE LLC	13250 NORTHEND AVE	\$150.00	INDUSTRIAL
LAWFORD FABRICATING CO	21650 WYOMING CT	\$150.00	PROTOTYPE TOOLING

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Special Retirement Recognition for Brian Bernieri. City Manager Tungate recognized Brian Bernieri who is retiring from the Oak Park Department of Public Works.

(AGENDA ITEM #7B) Recreation Master Plan Presentation – SmithGroup. Bob Doyle from the consulting group SmithGroup presented a draft report on the Recreation Master Plan. A complete copy of the report is on file with the City Clerk.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Public Safety Department

CM-11-362-22 (AGENDA ITEM #15A) REQUEST TO PURCHASE NEW DUTY PISTOLS FOR THE PUBLIC SAFETY DEPARTMENT IN THE AMOUNT OF \$54,577.36 AND TO AUTHORIZE A BUDGET AMENDMENT TO PULL FORWARD \$11,000 FROM THE 2023-24 FISCAL BUDGET AND USE FUND BALANCE IN THE AMOUNT OF \$43,577.36 TO COVER THE COST OF THE PURCHASE - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to purchase new duty pistols for the Public Safety Department in the amount of \$54,577.36 and to authorize a budget amendment to pull forward \$11,000 from the 2023-24 fiscal budget and use fund balance in the amount of \$43,577.36 to cover the cost of the purchase.

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

MOTION DECLARED ADOPTED

Finance

(AGENDA ITEM #15B) Quarterly Investment Report for period ending 9/30/2022

Finance Director Crawford presented the first quarter investment report.

First Quarter Fiscal 2022/2023 Investment Report

The State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City on September 30, 2022. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity.

The first quarter investment report shows total citywide cash and investments of \$44,699,361 (market value) including cash in the operating account of \$10,955,042 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$474,838, money market of \$38,943, commercial paper of \$25,897,802 and long-term investments total \$7,332,736. The City has maximized investment return on short-term cash by minimizing the funds in the Oakland County Investment Pool and the amount maintained in the checking and daily depository accounts. During this quarter the majority of the funds have been invested in commercial paper as it provides the greatest yield and security while interest rates continue to rise due to inflation concerns. Longer-term investments purchased in previous quarters continue to experience significant unrealized losses (due to several interest rate increase by the Feds) which will reverse as they mature. Investment income for the months of July through September 2022 included interest income of \$47,095 and an unrealized loss on investments of \$141,371.

During the first quarter actual investment returns moved forward with the rise in interest rates (approximately 2.8%) but were offset by unrealized losses of existing longer-term investments. The increase in actual returns is expected to continue as the Feds have warned of additional significant interest rate increases in the coming quarter. The investment return for the first quarter was a net loss of approximately 1.0% (including realized and unrealized gains/losses) primarily due to the unrealized market adjustment.

(AGENDA ITEM #15C) Quarterly Financial Report for period ending 9/30/2022

Finance Director Crawford presented the first quarter financial report

GENERAL FUND

REVENUES

Total revenues for the first quarter total approximately \$16.2 million, representing approximately 65% of the annual budget. Overall revenues are on track with budget with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2022. As of the end of the first quarter approximately 93% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2023. Property tax revenue is the primary reason the overall revenues are at 65% to date.
- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The first quarter report reflects no fiscal 2022 payments as the August 31, 2022, payment by statute is included as part of the June 30, 2022 revenues. The City will receive payments on October 31, December 31, February 28, April 30, June 30 and August 31 (2023) related to the current fiscal year. The estimated annual revenue included in the budget totals \$4,141,228.

- Fines and forfeiture revenue received from the 45th District Court is budgeted for a total of \$1,300,000 of which \$248,664 or 19% was received in this first quarter. Overall court revenue continues to be less than prior year and less than budget due the reduced number of tickets written by all communities. The court has done a good job reducing their costs to offset some of the lost revenue but the City's net contribution continues to increase. The revenue received is used to offset a portion of the court's operating costs. Finance will continue to monitor both the court revenue and expenditure budgets and amended as necessary.
- Federal grants revenue is budgeted at \$1.5 million and includes \$560,000 for police body cams and \$950,000 from the second and final ARPA grant payment. No revenue had been recognized during the first quarter.
- Cable franchise fee revenue is budgeted at \$580,000 and includes no revenue in the first quarter. Cable revenue is received approximately 30 days after the end of each quarter and the receipt in July 2022 was recorded in fiscal year 2022.

EXPENDITURES

Total expenditures for the first quarter total approximately \$5.2 million, representing approximately 20% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 25%):

- Defined benefit pension contributions for the Employees Retirement System are at 35% through the first quarter and impacted any department who has employees eligible for that system. The contribution rate will be decreased for future quarters to get the expenditure back to the budgeted amounts.
- The Elections and City Clerk's Departments are at 38% and 30%, respectively due to one of the two budgeted elections took place during the first quarter.
- The Finance & Admin Services Department is at 39% of their budget due to the significant number of employees included in the defined benefit pension plan (see bullet number 1 above). The overall budget is in line with the current annual projections.
- The recreation departments including Outdoor Activities (46%) Special Events (33%) and Swimming Pool (66%) are currently over the 25% guideline primarily due to their costs being seasonal in nature as a significant part of their budget includes summer programming. The overall budget is in line with the current annual projections.

The unaudited Fiscal Year End 2021-22 use of fund balance is attributed to various projects that were budgeted in future years but ordered in fiscal year 2022 due to supply chain issues. In addition, projects budgeted but not completed from 2022 were included in a rollover budget requests in Budget Amendment #2023-1. Overall, the General Fund operations are in line with the annual budget. The projected fund balance remains at the targeted level of 17.5% of annual expenditures.

CALL TO THE AUDIENCE:

Dawn Thompson, 21351 Kenosha St., discussed problems with deer in the community.

ADJOURNMENT:

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

5B

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
September 15, 2022**

Meeting held at the Community Center at 7:00pm in Room One

1. THE MEETING WAS CALLED TO ORDER AT 7:09 PM

2. ROLL CALL:

PRESENT: Vice-Chairperson Jonathan Nachman Commission Members: Clarissa
Clemons, Steven Gold, Leslie Ellis, Ken Sherman and Scott LeMarbe

ABSENT: Councilman Solomon Radner, Chairperson Meghan Oesterle,

3. APPROVAL OF THE AGENDA

Moved by Steven Gold, seconded by Ken Sherman to approve agenda

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

4. APPROVAL OF MINUTES:

Motion to approve the minutes of June 16, 2022 by Steven Gold, seconded by
Leslie Ellis

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

5. CONSIDERATION OF OLD BUSINESS

A. Commissions next focus

- Rain barrel seminar –
 - i. No Update – Dave suggested a Commission Member contact the Recreation Department for dates.

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
September 15, 2022**

B. SOCRRA Update:

- Scott provided an update on SOCRRA's operational issues.
- Scott will check Junk Away records for amount of roll offs taken to SOCRRA

6. NEW BUSINESS

A. The chairperson led a discussion on new topics

- Possible Commission tour of SOCRRA facility in the fall.
- Clarissa asked about ordering new t-shirts for upcoming events
- Leslie asked how the commission gets info out to the residents.
- Ken suggested using the city magazine to put out recycling info.
- Steven talked about Facebook and social media sites that promote reusing items.

7. PUBLIC COMMENTS

- There was no public comment.

8. COMMISSIONER COMMENTS

- Steven Gold commented on the success of the Linear Park cleanup event that was done on September 11, 2022

9. ADJOURNMENT

Motion by Steven Gold, seconded by Ken Sherman to adjourn the meeting at 8:20 pm.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
September 15, 2022**

Minutes prepared by Scott LeMarbe

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 21, 2022**AGENDA #****SUBJECT:** Proposed payment request for Engineering Consulting Services.**DEPARTMENT:** DPW/Technical & Planning – Engineering *KMG***SUMMARY:** Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
GIS DWAM Grant	\$10,857.00	\$43,660.00	\$54,517.00	\$240,000.00	592-18-538-970
Nine Mile Rd Design Engineering	\$11,740.00	\$126,463.75	\$138,203.75	\$161,500.00	202-18-479-970
Totals	\$22,597.00	\$170,123.75	\$192,720.75	\$401,500.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$22,597.00. Funding is available in the above listed accounts.

APPROVALS:City Manager: _____ET_____ Department Director: _____*KMG*_____Finance Director: _____SC_____ City Attorney: _____*N/A*_____

Budgeted X

EXHIBITS: Invoices

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

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

Invoice Date: 10/14/2022
Invoice #: 56180
Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: October 01, 2022

Professional Services

Description	Fee	Prior Billed	Total Available	Current Billing
Task 1: City & OHM Meetings	\$2,500.00	\$1,358.00	\$1,142.00	\$0.00
Task 2: Field Data Collection	\$160,000.00	\$42,302.00	\$117,698.00	\$10,857.00
Task 3: GIS Topology / Attribution Updates	\$30,000.00	\$0.00	\$30,000.00	\$0.00
Task 4: Application Development	\$45,000.00	\$0.00	\$45,000.00	\$0.00
Task 5: Eos GPS Configuration and Training	\$2,500.00	\$0.00	\$2,500.00	\$0.00
Totals	\$240,000.00	\$43,660.00	\$196,340.00	\$10,857.00

Invoice Total **\$10,857.00**

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

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

Invoice Date: 10/14/2022
Invoice #: 56180
Project: 0037228040

Project Name: Oak Park GIS DWAM

Task 2: Field Data Collection

Professional Services

	Hours	Rate	Amount
Technician I	109.50	87.00	\$9,526.50
Technician III	9.50	125.00	\$1,187.50
Technician IV	1.00	143.00	\$143.00
Professional Services Subtotal	120.00		\$10,857.00

Task 2: Field Data Collection Total: 120.00 \$10,857.00

Total Backup: 120.00 \$10,857.00

REMIT TO:

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150
 T 734.522.6711
 F 734.522.6427
 OHM-Advisors.com

**INVOICE**

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

Invoice Date: 10/14/2022
 Invoice #: 56321
 Project: 0037220021

Project Name: 9 Mile Road - Cloverlawn to Republic

For Professional Services Rendered Through: October 01, 2022

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
9 Mile Road - Cloverlawn to Republic	\$161,500.00	\$126,463.75	\$35,036.25	\$11,740.00

Invoice Total**\$11,740.00****REMIT TO:**

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150
 T 734.522.6711
 F 734.522.6427
 OHM-Advisors.com

**INVOICE**

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

Invoice Date: 10/14/2022
 Invoice #: 56321
 Project: 0037220021

Project Name: 9 Mile Road - Cloverlawn to Republic

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	.25	187.00	\$46.75
Engineering/Architectural Aide	4.00	70.00	\$280.00
Professional Engineer/Architect II	36.25	155.00	\$5,618.75
Sr. Associate	14.00	198.00	\$2,772.00
Technician IV	7.50	143.00	\$1,072.50
Professional Services Subtotal	62.00		\$9,790.00

Outside Consultants

	<i>Qty</i>	<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
Commonwealth Heritage Group, Inc. 804322	1.00	1,950.00	1.00	\$1,950.00
Outside Consultants Subtotal	1.00			\$1,950.00

Total Backup:**62.00****\$11,740.00**

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 21, 2022**AGENDA#****SUBJECT:** Payment Application No. 4 for the 2022 Water Main Replacement Project, M-737.**DEPARTMENT:** Technical & Planning – Engineering *KMG***SUMMARY:** Attached is Payment Application No. 4 for the 2022 Water Main Replacement Project, M-737 by Mark Anthony Contracting of Milford, Michigan. This project is replacing the water mains in the areas shown on the attached map. This project is approximately 72% complete.**FINANCIAL STATEMENT:**

Original Contract Amount:	\$3,433,498.50
Change Order No. 1:	<u>\$ (24,128.05)</u>
New Contract Amount:	\$3,409,370.45
 Total Completed to Date:	 \$2,471,016.89
Less Retainage:	\$ 170,468.52
Net Earned:	\$2,300,548.36
Deductions:	\$ 0.00
Balance:	\$2,300,548.36
Payments to Date:	<u>\$1,734,111.38</u>
Amount Due Mark Anthony Contracting:	\$ 566,436.98

RECOMMENDED ACTION: It is recommended that Payment Application No. 4 for the 2022 Water Main Replacement Project, M-737, to Mark Anthony Contracting of Milford, Michigan be approved for the amount of \$566,436.98 is available in the Water and Sewer Fund 592-18-538-970 and Major Street Fund 202-18-479-970 for this expenditure.**APPROVALS:**City Manager: ET Department Director: KMGDirector of Finance: SC Legal: NABudgeted: ☐**EXHIBITS:** Payment Application No. 4, map

PAYMENT APPLICATION

PROJECT: 2022 Water Main & Road Reconstruction Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Mark Anthony Contracting Inc.
 4844 Old Plank Rd.
 Milford, MI 48381

JOB NUMBER: M-737
APPLICATION NO.: 4
PERIOD ENDING: 11/5/22
PAGE: 1 of 3

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$37,454.32	0.00	\$0.00	0.65	\$24,345.31
2	Minor Traffic Device, Modified SP	1	LSUM	\$24,082.31	0.00	\$0.00	0.40	\$9,632.92
3	Pavement Removal, Modified SP	16,170	SYD	\$8.06	3,928.75	\$31,665.73	13,941.50	\$112,368.49
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	60	EACH	\$81.15	0.00	\$0.00	58.00	\$4,706.70
5	Project Cleanup	1	LSUM	\$11,962.08	0.00	\$0.00	0.00	\$0.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	12,046	SYD	\$9.35	1,312.00	\$12,267.20	6,979.33	\$65,256.74
7	Earth Excavation	500	CYD	\$22.67	679.68	\$15,408.35	1,960.89	\$44,453.38
8	Subgrade Undercutting	1,000	CYD	\$68.50	0.00	\$0.00	0.00	\$0.00
9	Station Grading	31.62	STA	\$3,587.45	16.38	\$58,762.43	16.38	\$58,762.43
10	Drainage Structure Cover	22,240	LBS	\$1.38	11,865.00	\$16,373.70	20,433.00	\$28,197.54
11	Underdrain Subgrade, Open Graded 6", Modified SP	6,550	LFT	\$13.48	978.37	\$13,188.43	4,178.13	\$56,321.19
12	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 8", Modified SP	60	LFT	\$51.12	0.00	\$0.00	0.00	\$0.00
13	Conc. Pavt W/integral curb and gutter, Non-Reinf. 8", Modified SP	12,026	SYD	\$54.52	5,827.35	\$317,707.12	5,827.35	\$317,707.12
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	19,200	SFT	\$4.85	5,783.48	\$28,049.88	5,783.48	\$28,049.88
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	20,300	SFT	\$6.71	3,082.43	\$20,683.11	3,082.43	\$20,683.11
16	Class A Sodding, Modified SP	6,500	SYD	\$12.78	0.00	\$0.00	0.00	\$0.00
17	Water Main D.I CL 54 12" Trench Det B Modified	3,175	LFT	\$175.00	0.00	\$0.00	3,208.25	\$561,443.75
18	Water Main D.I CL 54 8" Trench Det B Modified	2,975	LFT	\$143.00	26.00	\$3,718.00	2,974.11	\$425,297.73
19	Northend Ave. Water main connect "A" Northend Ave. @ Whitmore Ave., North Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
20	Northend Ave. Water main connect "B" Northend Ave. @ Whitmore Ave., South Side	1	LSUM	\$5,500.00	0.00	\$0.00	1.00	\$5,500.00
21	Northend Ave. Water main connect "C" Northend Ave. @ Sussex Ave., North Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
22	Northend Ave. Water main connect "D" Northend Ave. @ Church Esmt., South Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
23	Northend Ave. Water main connect "E" Northend Ave. @ Church Ave., North Side	1	LSUM	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
24	Northend Ave. Water main connect "F" Northend Ave. @ Kenosha Ave., North Side	1	LSUM	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
25	Northend Ave. Water main connect "G" Northend Ave. @ Kenosha Ave., South Side	1	LSUM	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
26	Northend Ave. Water main connect "H" Northend Ave. @ Gardner Ave., North Side	1	LSUM	\$5,500.00	0.00	\$0.00	1.00	\$5,500.00
27	Northend Ave. Water main connect "I" Northend Ave. @ Cloverlawn Ave., North Side	1	LSUM	\$4,550.00	0.00	\$0.00	1.00	\$4,550.00
28	Northend Ave. Water main connect "J" Northend Ave. @ Parklawn Ave., North Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00

29	Northend Ave. Water main connect "K" Northend Ave. @ Parklawn Ave., South Side	1	LSUM	\$5,500.00	0.00	\$0.00	1.00	\$5,500.00
30	Northend Ave. Water main connect "L" Northend Ave. @ Kipling Ave., North Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
31	Northend Ave. Water main connect "M" Northend Ave. @ Kipling Ave., South Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
32	Northend Ave. Water main connect "N" Northend Ave. @ Westhampton Ave., North Side	1	LSUM	\$4,800.00	0.00	\$0.00	1.00	\$4,800.00
33	Northend Ave. Water main connect "O" Northend Ave. @ Westhampton Ave., South Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
34	Northend Ave. Water main connect "P" Northend Ave. @ Ridgedale Ave., North Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
35	Northend Ave. Water main connect "Q" Northend Ave. @ Ridgedale Ave., South Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
36	Northend Ave. Water main connect "R" Northend Ave. @ Cooldige Place Dr., South Side	1	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
37	Northend Ave. Water main connect "S" Northend Ave. @ Cooldige Hwy.	1	LSUM	\$19,858.00	0.00	\$0.00	1.00	\$19,858.00
38	Cloverlawn Ave. Water Main Connection "A" Cloverlawn Ave. @ Oak Park Blvd.	1	LSUM	\$5,500.00	0.00	\$0.00	1.00	\$5,500.00
39	Cloverlawn Ave. Water Main Connection "B" Cloverlawn Ave. @ Kenwood Ave.	1	LSUM	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00
40	Parklawn Ave. Water Main Connection "C" Parklawn Ave. @ Oak Park Blvd.	1	LSUM	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00
41	Parklawn Ave. Water Main Connection "D" Parklawn Ave. @ Kenwood Ave.	1	LSUM	\$10,800.00	0.00	\$0.00	1.00	\$10,800.00
42	Install Fire Hydrant EJIW 5BR-250	13	EACH	\$6,500.00	0.00	\$0.00	13.00	\$84,500.00
43	Install 8" Gate Valve and Well	19	EACH	\$5,777.00	0.00	\$0.00	21.00	\$121,317.00
44	Install 12" Gate Valve and Well	7	EACH	\$7,777.00	0.00	\$0.00	7.00	\$54,439.00
45	Remove & Replace Short Side Service Curb Box 3/4" to 2"	66	EACH	\$550.00	1.00	\$550.00	64.00	\$35,200.00
46	Service Transfers	102	EACH	\$788.00	2.00	\$1,576.00	98.00	\$77,224.00
47	3/4" to 2" Diameter Type K Copper	1,325	LFT	\$32.00	9.00	\$288.00	1,374.00	\$43,968.00
48	24" Drainage Structure, Inlet	12	EACH	\$1,370.66	2.00	\$2,741.32	7.00	\$9,594.62
49	48" Drainage Structure	22	EACH	\$2,939.78	5.00	\$14,698.90	15.00	\$44,096.70
50	Sewer Pipe, 12" Reinf. Concrete Pipe	1,050	LFT	\$65.74	233.00	\$15,317.42	572.31	\$37,623.66
51	Remove Existing Fire Hydrant	6	EACH	\$650.00	2.00	\$1,300.00	8.00	\$5,200.00
52	Remove Existing Gate Valve and Well	27	EACH	\$850.00	1.00	\$850.00	31.00	\$26,350.00
53	Drainage Structure Remove	35	EACH	\$480.00	7.00	\$3,360.00	23.00	\$11,040.00
54	Drainage Structure Adjust	6	EACH	\$280.52	0.00	\$0.00	2.00	\$561.04
55	Sewer Pipe, Remove, 12" and uner	1,085	LFT	\$10.47	117.00	\$1,224.99	505.31	\$5,290.60
56	Crossing Existing Water Mains, Sewers, and sewer leads	20	EACH	\$1.28	0.00	\$0.00	1.00	\$1.28
57	Cast in Place Detectable, Tactile warning Surfaces	600	SFT	\$43.35	0.00	\$0.00	0.00	\$0.00
58	Abandon Existing Water Mains, Northend Ave.	1	LSUM	\$30,224.70	0.00	\$0.00	0.00	\$0.00
59	Abandon Existing Water Mains, Cloverlawn Ave. and Parklawn Ave.	1	LSUM	\$5,112.35	0.00	\$0.00	0.00	\$0.00
60	Maintenance Gravel, Modified SP	1,000	TON	\$21.67	0.00	\$0.00	398.29	\$8,630.94
61	Salvage Sign, Modified SP	20	EACH	\$89.46	0.00	\$0.00	6.00	\$536.76
62	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$4.98	0.00	\$0.00	0.00	\$0.00
63	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$87.86	0.00	\$0.00	0.00	\$0.00

64	Water Main Shipping Surcharge	0	LSUM	\$11,209.00	0.00	\$0.00	1.00	\$11,209.00
						\$565,230.58		\$2,471,016.89

Original Contract Amount: \$3,433,498.50

Change Order No.1: **(\$24,128.05)**

New Contract Amount: \$3,409,370.45

Earnings This Period: \$565,230.58

Total Earnings to Date: \$2,471,016.89

Less Retainage: \$170,468.52

Net Earned: \$2,300,548.36

Deductions: \$0.00

Balance: \$2,300,548.36

Payments to Date: \$1,734,111.38

Amount Due: \$566,436.98

Accepted By:

Bret Sheffer

Mark Anthony Contracting Inc.

Date: **Nov 10, 2022**

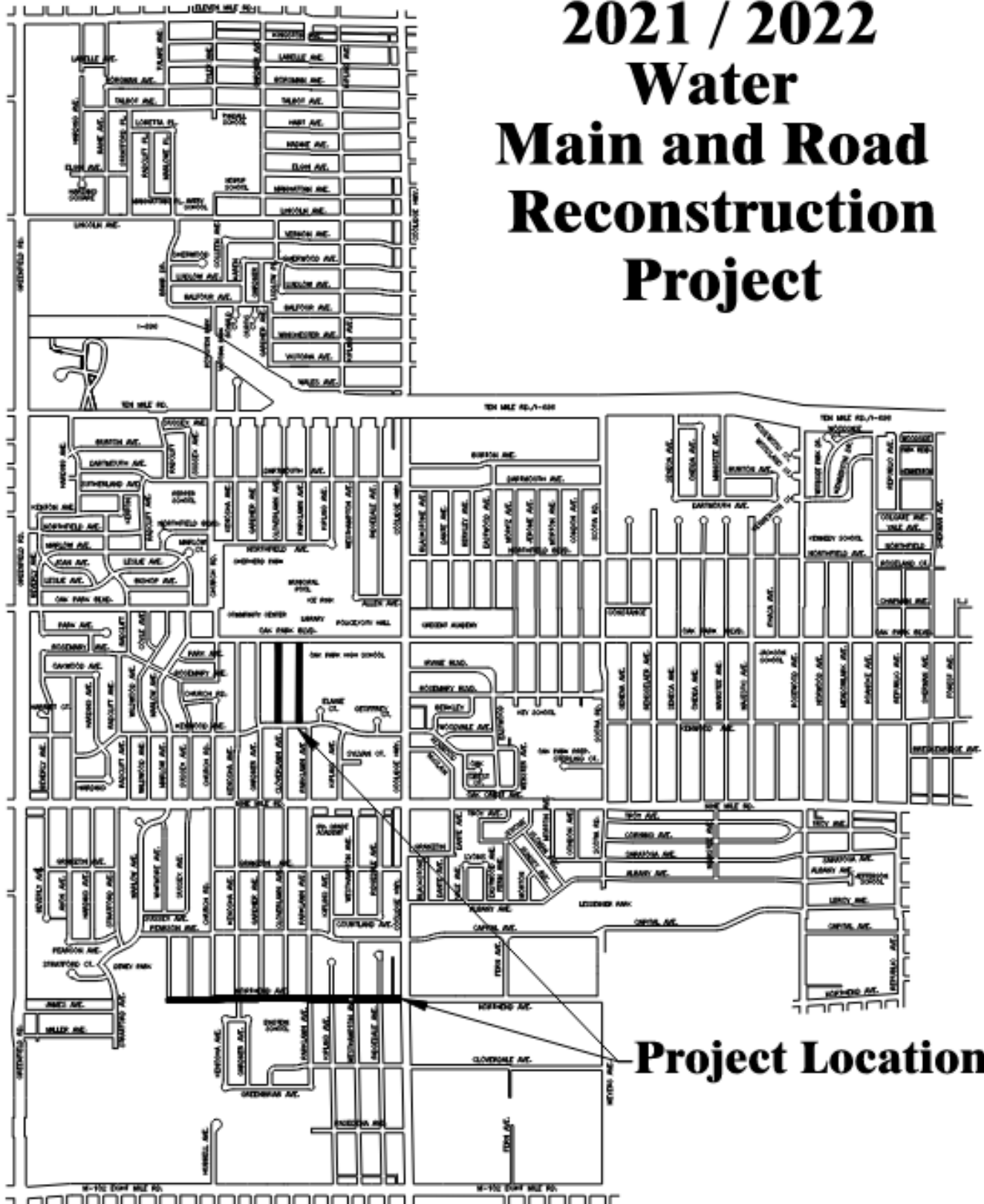
Kara M. Grisamer

Kara Grisamer, P.E.
City of Oak Park, Michigan

Date: **Nov 10, 2022**

City of Oak Park

2021 / 2022 Water Main and Road Reconstruction Project





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 21, 2022

AGENDA #

SUBJECT: Schedule Public Hearing for allocation of 2023 CDBG Funds.

DEPARTMENT: Municipal Services, RMB

SUMMARY: The City of Oak Park is expected to receive \$112,915 in Community Development Block Grant Funds (CDBG) for the 2023 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community conducts a Public Hearing to solicit public comment as to how the funds should be allocated.

FINANCIAL STATEMENT: No funds required at this time.

RECOMMENDED ACTION: It is recommended that City Council schedule a Public Hearing for December 5 2022 to receive public comment on the allocation of the 2023 Community Development Block Grant Funds.

APPROVALS:

City Manager: _____ ET _____

Director: _____ RB _____

Finance Director: _____ SC _____

Budgeted: NA

EXHIBITS: None

MERCHANT'S LICENSES - NOVEMBER 21, 2022

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
OPERATION GROW, LLC	13631 ELEVEN MILE	\$150.00	OFFICE
TANISHA'S BEAUTY SUPPLY	26001 COOLIDGE	\$150.00	BEAUTY SUPPLY RETAIL STORE

RENEWALS FOR 2022	ADDRESS	FEES	BUSINESS TYPE
MIDLAND EQUIPMENT CO OF MICHIGAN	12900 CAPITAL AVE	\$ 150.00	TOOL RENTAL
CITIZENS BANK	23067 COOLIDGE HWY	\$ 150.00	BANK
MOTOWN BODY OILS	13807 W NINE MILE RD	\$ 225.00	RETAIL
DTLR INC	26130 GREENFIELD RD	\$ 150.00	RETAIL
HERSCH'S LAWN SPRAY	26650 HARDING AVE	\$ 150.00	LAWN FERTILIZING COMPANY
BARTON MALOW COMPANY	21090 FERN AVE	\$ 150.00	CONSTRUCTION MANAGEMENT
SPECTRUM JEWELERS	21700 GREENFIELD RD # 355	\$ 150.00	JEWELRY STORE
LITTLE CAESARS	24756 COOLIDGE HWY	\$ 150.00	RESTAURANT
PERFECT EYEBROW THREADING	21700 GREENFIELD RD # 455	\$ 150.00	EYEBROW THREADING
MOTOR CITY SOUL FOOD #2	24790 GREENFIELD RD	\$ 150.00	RESTAURANT
15160 EIGHT MILE VENTURES LLC	15160 W EIGHT MILE RD	\$ 150.00	SELF STORAGE
OFFICE DEPOT #617	21110 GREENFIELD RD	\$ 150.00	OFFICE RETAIL
MOTOWN BODY OILS	13807 W NINE MILE RD	\$ 150.00	RETAIL
OPERATION GROW, LLC	13631 W ELEVEN MILE RD	\$ 150.00	OFFICE
ATLAS CUT STONE INC	12920 NORTHEND AVE	\$ 150.00	SUPPLIERS
LARA STOP & SHOP INC	26700 GREENFIELD RD	\$ 150.00	GAS STATION
INTEGRA CONTRACTORS	21410 COOLIDGE HWY	\$ 150.00	CONTRACTORS
STEP AND STYLE LLC	26080 GREENFIELD RD	\$ 150.00	RETAIL
EXPRESS CARE MEDICAL SUPPLY	25900 GREENFIELD RD # 121	\$ 150.00	MEDICAL SUPPLY SALES
NORTHLAND CHRYSLER DODGE JEEP RAM	14100 W EIGHT MILE RD	\$ 150.00	DEALERSHIP
PAPAS PIZZA	15400 W NINE MILE RD	\$ 150.00	RESTAURANT
LUXOR JEWELRY CO LLC	21700 GREENFIELD RD # 301	\$ 150.00	JEWELRY STORE
NEW VINTAGE USA	21840 WYOMING PL	\$ 150.00	PERIOD AND THEMED AUTOMATICE INSTRUMENTATION
PAIRS FOOD STORE	9000 W NINE MILE RD	\$ 150.00	GROCERY
M. BESHARA INC	10020 CAPITAL AVE	\$ 150.00	PRINTING
HARTWELL CEMENT COMPANY	21650 FERN AVE	\$ 150.00	CONCRETE COMPANY
LEO WEISS PLUMBING & HEATING	8500 W NINE MILE RD	\$ 150.00	CONTRACTOR
BERTONI HOLDINGS INC	13600 W EIGHT MILE RD	\$ 150.00	GAS STATION
CARE PLUS PHARMACY	25290 GREENFIELD RD	\$ 150.00	RETAIL PHARMACY
DIAMOND NAILS	21700 GREENFIELD RD # 118	\$ 150.00	NAIL SALON
METRO PCS	21830 GREENFIELD RD # 101	\$ 150.00	RETAIL
EVOLVE SALON	12712 W NINE MILE RD	\$ 150.00	SALON
E-ZEE SET WOOD PRODUCTS	21650 COOLIDGE HWY	\$ 150.00	WHOLESALE
EDDIE'S GOURMET	25920 GREENFIELD RD	\$ 150.00	RESTAURANT AND BAR
SAHARA RESTAURANT & GRILL	24770 COOLIDGE HWY	\$ 150.00	RESTAURANT
GOLD & SILVER CORP	21700 GREENFIELD RD # 320	\$ 150.00	JEWELRY STORE
ONYX MARKET	10850 W NINE MILE RD	\$ 150.00	MARKET
WILLIAM L. JORDAN, MD, PC	12900 W NINE MILE RD	\$ 150.00	DR OFFICE
SILVIA'S EUROPEAN HAIR DESIGN	10132 W NINE MILE RD	\$ 150.00	HAIR SALON
B.C. & F. TOOL COMPANY	26670 HARDING AVE	\$ 150.00	TOOL RENTAL
HUNTINGTON CLEANERS	13000 CAPITAL AVE	\$ 150.00	OFFICE
HUNTINGTON CLEANERS	12980 CAPITAL AVE	\$ 150.00	OFFICE
DIVERSIFIED SPEC SALES, INC	13261 NORTHEND AVE	\$ 150.00	OFFICE
BELOVED MEMORIES	21470 COOLIDGE HWY A	\$ 150.00	OBITUARY PRINTING
FORGOTTEN HARVEST INC	21800 GREENFIELD RD	\$ 150.00	FOOD RESCUE
TINA NAILS & SPA INC	24720 GREENFIELD RD	\$ 150.00	NAIL SALON
7-11 FOOD STORES #13486B	15350 LINCOLN AVE	\$ 150.00	RETAIL
FOOTLOCKER #7532	21230 GREENFIELD RD	\$ 150.00	RETAIL
GLORY SUPER MARKET	22150 COOLIDGE HWY	\$ 150.00	MARKET
STARBUCKS COFFEE #11879	24840 GREENFIELD RD	\$ 150.00	RETAIL
GOLD FASHION JEWELRY INC	21700 GREENFIELD RD # 333	\$ 150.00	JEWELRY STORE
RITE AID DISCOUNT #4352	24850 GREENFIELD RD	\$ 150.00	RETAIL
HATZALAH OF MICHIGAN	13650 OAK PARK BLVD APT A	\$ 150.00	VOLUNTEER EMS
LG MOTORS	13350 CAPITAL AVE	\$ 150.00	BODY SHOP
MODERN NAILS	13720 W NINE MILE RD	\$ 150.00	NAIL SALON
ATTISHA LLC - FOOD MART	15450 W NINE MILE RD	\$ 150.00	MARKET
KABOB CONEY ISLAND	21700 GREENFIELD RD # 120	\$ 150.00	RESTAURANT
PLANET PROPANE	21815 REPUBLIC AVE	\$ 150.00	PROPANE WHOLESALE

SIDEWALK SALE LICENSE - NOVEMBER 21, 2022

(Subject to All Departmental Approvals)

MERCHANT	ADDRESS	FEES
THE SUIT DEPOT	26150 GREENFIELD	\$10.00

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 21, 2022 **AGENDA #****SUBJECT:** CIA Annual Report Presentation**DEPARTMENT:** Economic Development and Planning

SUMMARY: Tax Increment Finance Authorities in Michigan are required to comply with new Reporting Requirements. The reporting includes two public presentations of the Annual report and requires certain information be made available publicly and sets requirements for information that must be reported to the Michigan Department of Treasury.

The first annual presentation was conducted on October 20, 2022 during the Corridor Improvement Authority Board Meeting. Tonight's presentation will meet the requirement for the second public meeting.

FINANCIAL STATEMENT: N/A**RECOMMENDED ACTION:** N/A**APPROVALS:**

City Manager: _____ ET _____
Department Director: _____ KM _____

Finance Director: _____ SC _____ Legal: _____ ED _____

EXHIBITS: presentation



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

Invoice 598762

November 7, 2022

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, October 31, 2022

\$13,333.34

Fee Total

Costs Advanced:

Date	Description	Amount
10/03/22	Reproduction Charges 7 @ 0.15	1.05
10/03/22	Reproduction Charges 40 @ 0.15	6.00
10/03/22	Reproduction Charges 81 @ 0.15	12.15
10/03/22	Reproduction Charges 375 @ 0.15	56.25
10/13/22	Electronic Filing Fee via MiFile - OAK PARK EMERGENCY MOTION FOR ISSUANCE OF AN EX PARTE RESTRAINING ORDER	20.60
10/14/22	Reproduction Charges 14 @ 0.15	2.10
10/14/22	Reproduction Charges 28 @ 0.15	4.20
10/14/22	Reproduction Charges 140 @ 0.15	21.00
10/14/22	Reproduction Charges 490 @ 0.15	73.50
10/19/22	Fee to AGLS Process Serving & Court Services for subpoena service to Jennifer Oliver.	99.50

Costs Advanced:

Date	Description	Amount
10/19/22	Reproduction Charges 1 @ 0.15	0.15
10/28/22	Reproduction Charges 1 @ 0.15	0.15
Total Costs Advanced		\$ 296.65

Total Fees and Disbursements: \$13,629.99

*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.*

[Proposed 11-21-22]

**CITY OF OAK PARK
RESOLUTION REGARDING FIRST READING OF PROPOSED
AMENDMENT TO SECTION 82-315 TO CHAPTER 82, ARTICLE V, OF THE CODE OF
ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, November 21, 2022 at 7:00 pm.

Present:

Absent:

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

WHEREAS, the City of Oak Park desires to amend section 82-315 of Chapter 82, Article V, Payment, of the Code of Ordinances to allow owners of residential, owner-occupied properties to file for a payment plan for delinquent utilities after the mailing of a shut-off notice.

WHEREAS, the City of Oak Park further desires to amend section 82-315 to correct the deposit required on accounts where the city is properly notified in accordance with 82-313 that a tenant is responsible for utility charges to ensure consistency with section 82-316, deposits.

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

1. The first reading of the proposed amendments to section 82-315 are hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

Edwin T. Norris, City Clerk

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

ORDINANCE NO. O-22-

AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, ARTICLE V, RATES AND CHARGES, PAYMENT, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-315 THEROF

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 82, Utilities, Article V, Section 82-315 of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 82-315. - Payment

...

(d) Payment plans are available in the utility billing division to stop a disconnection if the following rules are adhered to:

(1) The payment plan shall be signed by the property owner with valid government-issued identification and filed in the utility billing division prior to a shutoff notice being mailed for commercial/industrial and non-owner-occupied properties. Payment plans may be filed after the mailing of a shutoff notice for owner-occupied residential properties, only. New payment plans will not be offered to any property owners with existing payment plans that are not fulfilled.

(2) One fourth of the past due amount shall be paid in acceptable funds, other than personal check, at the time of filing of the payment plan, with the balance to be paid in monthly installments. Charges that accrue following the start date of the plan—including regular billing—are not covered by the plan, and therefore must be paid by their indicated due date.

If the customer falls behind on any payment as stated in the payment plan, the water will be shut off—as stated in the plan—without notice. Payment plans will not be accepted after a shutoff notice has been mailed for commercial/industrial and non-owner-occupied properties. At this point the full amount must be paid in acceptable funds other than personal check. If a payment plan is accepted after a shut off notice has been mailed for a residential, owner-occupied property and water has been shut off, restoration of water service with the newly accepted payment plan will be contingent upon payment of one fourth of the past due amount in certified funds or cashier's check plus payment of any disconnect/reconnect fee assessed to the account at the time of filing and acceptance of the payment plan.

(e) Fees upon shut off.

(1) If the service is shut off, a shutoff for delinquency fee, in an amount as listed on the annual fee schedule approved by the city council, will be charged. This fee must be paid along with the past due amount in acceptable funds other than personal check before the service will be restored. The water service will be restored between 8:00 a.m. and 3:00 p.m. Monday through Thursday, except for holidays when the city offices are closed. In order to have service restored the same day, charges must be paid prior to 3:00 p.m. If the customer desires, service may be restored outside the hours stated above if personnel are available and the customer is willing to pay overtime charges as follows: two employees times their overtime rate times two hours. Overtime charges must be paid along with the past due amount and the shutoff for delinquency fee in acceptable funds other than personal check. Any restoration of water service requires an adult of at least 18 years of age to be inside of the premises. Any water shut off for 45 days or more requires an appointment to restore water service.

(2) Any water service shut off by the city and found restored without city approval shall be deemed an "illegal turn on" and shall result in additional fees for the first occurrence. Any subsequent occurrence will result in an additional charge. If the city elects to disable the water service line, an additional fee will be assessed. Any balance on an account deemed an illegal turn on must be paid in full by acceptable funds other than personal check to restore water service. Fees shall be listed on the annual fee schedule approved by the city council.

(f) If a scheduled appointment with the utility billing division is missed, a missed appointment fee will be assessed to the account as listed on the annual fee schedule approved by the city council.

In cases where the city is properly notified in accordance with section 82-313 that a tenant is responsible for water sewage disposal, stormwater runoff, infrastructure, industrial waste control, high-strength pollutant disposal or garbage collection charges, no such service shall be commenced or continued to such premises until there has been deposited with the utility billing division a sum sufficient to cover one and a half times the average annual utility bill for such premises, as estimated by the finance director. Where the water service to any premises is shut off to enforce the payment of water charges, sewage disposal charges, stormwater runoff charges, infrastructure, industrial waste control, high-strength pollutant disposal or garbage collection fees, the water service shall not be restored until all delinquent charges have been paid and a deposit, as in the case of tenants, is made. There shall be a water turn-on charge to turn the water back on as listed on the annual fee schedule approved by the city council.

SECTION 2. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above sections and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

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

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 21st day of November, 2022.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on November 21, 2022.

T. EDWIN NORRIS, City Clerk

CHAPTER 82- UTILITIES

ARTICLE V.-RATES AND CHARGES

Sec. 82-315. - Payment.

(a) The fees, rates, and charges imposed for water and sewer services furnished by the city shall be effective as to bills paid on or before the due date indicated on each billing. Thereafter, a penalty of five percent of the outstanding balance of the account shall be added to each bill. The city manager, or his designee, shall be permitted to waive one penalty per year. The penalty must be assessed and removed in the same calendar year. In addition to other applicable penalties or late fees, a service charge, as listed on the annual fee schedule approved by the city council, shall be added to all bills for which payment is made by check, debit card, or credit card if such payment is returned to the city after being dishonored upon presentment. In the event that the charges for any such services furnished to any premises shall not be paid within 30 days after the due date thereof, then the water services furnished by the system to such premises shall in all cases be discontinued. The failure to receive a utility bill shall not invalidate any charges imposed for water, sewage disposal, stormwater runoff, infrastructure, industrial waste control, high-strength pollutant disposal and garbage collection services furnished by the city.

(b) The customer will be notified of the consequences of failure to pay the utility bill in the following method prior to actual discontinuation:

(1) A shutoff notice will be mailed via first-class mail to the mailing address on file for any property where service is scheduled for shut off. The shutoff notice will indicate the past due balance to be paid by acceptable funds, other than personal check, and the earliest date the water could be shut off. A fee will be added to each account receiving a shutoff notice as listed on the annual fee schedule approved by the city council.

(c) In the case of a disputed bill, the customer, prior to the mailing of a shutoff notice, may request a hearing to show cause of why the billing is incorrect. A hearing shall be scheduled before a hearing officer, who may be the city manager or his or her designee. The hearing officer will provide the customer with an opportunity to be heard regarding the dispute over the amount of the bill and will hear such evidence as the customer may have in support thereof. The hearing officer shall review the bill, perform such additional investigation of the matter as may be determined to be warranted under the circumstances, and correct any billing errors. Such hearings shall be informal and the decision of the hearing officer shall be final.

(d) Payment plans are available in the utility billing division to stop a disconnection if the following rules are adhered to:

(1) The payment plan shall be signed by the property owner with valid government-issued identification and filed in the utility billing division prior to a shutoff notice being mailed for commercial/industrial and non-owner occupied properties. Payment plans may be filed after the mailing of a shutoff notice for owner-occupied residential properties, only. New payment plans will not be offered to any property owners with existing payment plans that are not fulfilled.

(2) One fourth of the past due amount shall be paid in acceptable funds, other than personal check, at the time of filing of the payment plan, with the balance to be paid in monthly installments. Charges that accrue following the start date of the plan—including regular billing—are not covered by the plan, and therefore must be paid by their indicated due date.

If the customer falls behind on any payment as stated in the payment plan, the water will be shut off—as stated in the plan—without notice. Payment plans will not be accepted after a shutoff notice has been mailed for commercial/industrial and non-owner occupied properties. At this point the full amount must be paid in acceptable funds other than personal check. If a payment plan is accepted after a shut off notice has been mailed for a residential, owner-occupied property and water has been shut off, restoration of water service with the newly accepted payment plan will be contingent upon payment of one fourth of the past due amount in certified funds or cashier's check plus payment of any disconnect/reconnect fee assessed to the account at the time of filing and acceptance of the payment plan.

(e) Fees upon shut off.

(1) If the service is shut off, a shutoff for delinquency fee, in an amount as listed on the annual fee schedule approved by the city council, will be charged. This fee must be paid along with the past due amount in acceptable funds other than personal check before the service will be restored. The water service will be restored between 8:00 a.m. and 3:00 p.m. Monday through Thursday, except for holidays when the city offices are closed. In order to have service restored the same day, charges must be paid prior to 3:00 p.m. If the customer desires, service may be restored outside the hours stated above if personnel are available and the customer is willing to pay overtime charges as follows: two employees times their overtime rate times two hours. Overtime charges must be paid along with the past due amount and the shutoff for delinquency fee in acceptable funds other than personal check. Any restoration of water service requires an adult of at least 18 years of age to be inside of the premises. Any water shut off for 45 days or more requires an appointment to restore water service.

(2) Any water service shut off by the city and found restored without city approval shall be deemed an "illegal turn on" and shall result in additional fees for the first occurrence. Any subsequent occurrence will result in an additional charge. If the city elects to disable the water service line, an additional fee will be assessed. Any balance on an account deemed an illegal turn on must be paid in full by acceptable funds other than personal check to restore water service. Fees shall be listed on the annual fee schedule approved by the city council.

(f) If a scheduled appointment with the utility billing division is missed, a missed appointment fee will be assessed to the account as listed on the annual fee schedule approved by the city council.

In cases where the city is properly notified in accordance with [section 82-313](#) that a tenant is responsible for water sewage disposal, stormwater runoff, infrastructure, industrial waste control, high-strength pollutant disposal or garbage collection charges, no such service shall be commenced or continued to such premises until there has been deposited with the utility billing division a sum sufficient to cover ~~six~~ one and a half times the average annual utility bill for such premises, as estimated by the finance director. Where the water service to any premises is shut off to enforce the payment of water charges, sewage disposal charges, stormwater runoff charges, infrastructure, industrial waste control, high-strength pollutant disposal or garbage collection fees, the water service shall not be

restored until all delinquent charges have been paid and a deposit, as in the case of tenants, is made. There shall be a water turn-on charge to turn the water back on as listed on the annual fee schedule approved by the city council.

[Proposed 11-21-22]

**CITY OF OAK PARK
RESOLUTION REGARDING FIRST READING OF PROPOSED
AMENDMENTS TO FORTY-SIX SECTIONS OF THE CODE OF ORDINANCES
TO CHANGE THE NAME OF THE DEPARTMENT OF TECHNICAL AND PLANNING
SERVICES TO MUNICIPAL SERVICES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, November 21, 2022 at 7:00 pm.

Present:

Absent:

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

WHEREAS, the City of Oak Park desires to amend the following sections of the Oak Park Code of Ordinances to replace reference to the “Department of Technical and Planning Services” in each section with “Municipal Services”:

Chapter 2	Division 10 heading	Sec. 18-211	Buildings/Failure to Comply
Sec. 2-26	Administration/Divisions	Sec. 18-212	Buildings/Waiver
Sec. 2-186	Administration/Direction	Sec. 18-213	Buildings/Hearing
Sec. 2-187	Administration/Division of planning	Sec. 18-215	Buildings/Emergency cases
Sec. 2-188	Administration/Division of Building Inspector	Sec. 18-231	Buildings/Adoption of property maintenance code
Sec. 2-189	Administration/Division of code enforcement	Sec. 18-302	Buildings/Definitions
Sec. 2-190	Administration/Engineering division	Sec. 22-232	Businesses/License required
Sec. 2-301	Administration/Duties	Sec. 22-388	Businesses/Inspection
Sec. 6-58	Alcoholic Liquors/Review procedures	Sec. 22-403	Businesses/License procedure Massage facilities
Sec. 6-61	Alcoholic Liquors/Annual License Review	Sec. 22-530	Businesses/License procedure Smoking lounges
Sec. 14-7	Animals/Domestic chickens	Sec. 42-6	Fire prevention/open burning
Sec. 18-42	Buildings/Definitions	Sec. 50-58	Offenses/graffiti removal
Sec. 18-152	Buildings/Designation of enforcing agency	Sec. 71-5	Telecommunications/ definitions
Sec. 18-166	Buildings/Registration of landlord application	Sec. 82-109	Utilities/Stormwater management
Sec. 18-167	Buildings/Contents of application	Sec. 82-264	Utilities/Inspections

Sec. 18-168	Buildings/Registry of Landlords	Sec. 82-268	Utilities/Right of entry
Sec. 18-181	Buildings/To determine compliance with applicable codes	Zoning Sec. 307	Electric distribution and service lines
Sec. 18-182	Buildings/Frequency of inspections	Zoning Sec. 506	Site plan submittal requirements
Sec. 18-183	Buildings/Warrant for nonemergency inspections	Zoning Sec. 542	Requirements and standards of approval
Sec. 18-184	Buildings/Suspension and diversion of rental payments	Zoning Sec. 574	As-built plan and occupancy
Sec. 18-208	Buildings/commencement of proceedings	Zoning Sec. 620	Enforcement authority
Sec. 18-209	Buildings/Notice and order	Zoning Sec. 622	Performance guarantees
Sec. 18-210	Buildings/Posting of signs	Zoning Sec. 624	Permit required; zoning; building.

WHEREAS, the amendment is necessary to effectuate the change in the name from the Department of Technical and Planning Services to Municipal Services, further clarifying the responsibilities and avoiding confusion between the roles and responsibilities within this department and the Planning Commission.

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

1. The first reading of the proposed amendments to sections 2-26, the heading of Chapter 2-Division 10, Sec. 2-186, 2-187, 2-188, 2-189, 2-190, 2-301, 6-58, 6-61, 14-7, 18-42, 18-152, 18-166, 18-167, 18-168, 18-181, 18-182, 18-183, 18-184, 18-208, 18-209, 18-210, 18-211, 18-212, 18-213, 18-215, 18-231, 18-302, 22-232, 22-388, 22-403, 22-530, 42-6, 50-58, 71-5, 82-109, 82-264, 82-268, and Zoning sections 307, 506, 542, 574, 620, 622, and 624 are hereby approved in substantially the form attached hereto with all references to the "Department of Technical and Planning Services" changed to "Municipal Services."

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

Edwin T. Norris, City Clerk

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

ORDINANCE NO. O-22-

AN ORDINANCE TO AMEND SECTIONS 2-26, THE HEADING OF CHAPTER 2-DIVISION 10, SEC. 2-186, 2-187, 2-188, 2-189, 2-190, 2-301, 6-58, 6-61, 14-7, 18-42, 18-152, 18-166, 18-167, 18-168, 18-181, 18-182, 18-183, 18-184, 18-208, 18-209, 18-210, 18-211, 18-212, 18-213, 18-215, 18-231, 18-302, 22-232, 22-388, 22-403, 22-530, 42-6, 50-58, 71-5, 82-109, 82-264, 82-268, AND ZONING SECTIONS 307, 506, 542, 574, 620, 622, AND 624 OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN. Q

THE CITY OF OAK PARK ORDAINS:

SECTION 1. The heading of Chapter 2-Division 10, in addition to Sections 2-26, 2-186, 2-187, 2-188, 2-189, 2-190, 2-301, 6-58, 6-61, 14-7, 18-42, 18-152, 18-166, 18-167, 18-168, 18-181, 18-182, 18-183, 18-184, 18-208, 18-209, 18-210, 18-211, 18-212, 18-213, 18-215, 18-231, 18-302, 22-232, 22-388, 22-403, 22-530, 42-6, 50-58, 71-5, 82-109, 82-264, 82-268, and Zoning sections 307, 506, 542, 574, 620, 622, and 624 of the Code of Ordinances of the City of Oak Park are hereby amended to replace all reference to the “Department of Technical and Planning Services” in the aforementioned sections changed to “Municipal Services.”

SECTION 2. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above sections and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

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

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 21st day of November, 2022.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on November 21, 2022.

T. EDWIN NORRIS, City Clerk

**[Proposed 11-21-22]
CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION REGARDING THE PROPOSED
SITE LEASE AGREEMENT WITH DISH WIRELESS L.L.C.**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 21st day of November 2022 at 7:00 p.m.

Present: _____

Absent: _____

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

WHEREAS, DISH Wireless, L.L.C., a Colorado limited liability company, has requested that the City consider a proposed non-exclusive site lease agreement for the placement of an antenna on the City water tower located at W. 11 Mile Road and Tulare Street. The proposed site plan lease would include 150 square feet of ground space and additional space on the water tower.

WHEREAS, as consideration for the non-exclusive use of the water tower and 150 square feet of ground space, DISH Wireless, L.L.C. has proposed a monthly lease payment of \$4,000.00 per month, due on the first of the month for a term of 36 months (3 years), with any subsequent lease renewals subject to City Council approval.

WHEREAS, Section 13.3 of the City of Oak Park Charter vests exclusive authority with the City Council to approve a proposed lease for City-owned property for a fair consideration as determined by the Council.

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to enter into a site lease agreement for the placement of DISH antennas on the water tower for fair consideration of \$4,000.00 payable to the City of Oak Park for a term of 36 (thirty-six) months, generating total revenue to the City over the course of the lease term of \$144,000.00;

NOW, THEREFORE, the City Council of the City of Oak Park, Oakland County, Michigan, that:

1. The City Manager is hereby authorized to execute the attached site lease agreement, subject to final approval by the City Attorney.

2. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

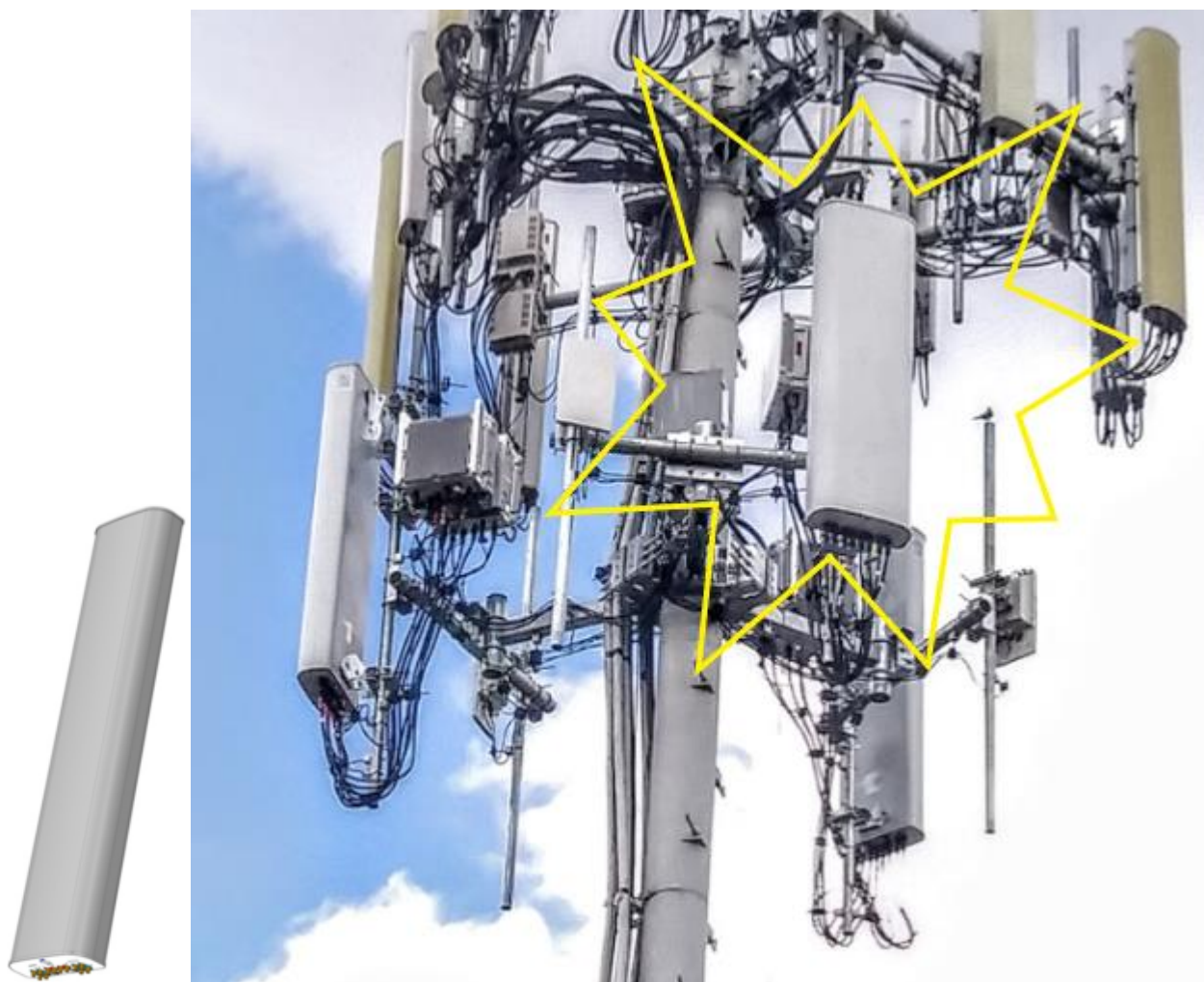
Roll Call Vote: Yes,

No,
Absent,

RESOLUTION DECLARED ADOPTED

Edwin T. Norris, City Clerk

DISH- PHOTOS OF PROPOSED ANTENNA



MX08FRO665-20

NWAV™ X-Pol 8-Port Antenna

X-Pol 8-Port 6 ft 65° Fast Roll Off:

4 ports 617-894 MHz and 4 ports 1695-2200 MHz

- Fast Roll Off (FRO™) azimuth beam pattern improves Intra- and Inter-cell SINR
- Excellent passive intermodulation (PIM) performance reduces harmful interference.
- Fully integrated (iRETs) with independent RET control for low and mid bands for ease of network optimization
- SON-Ready array spacing supports beamforming capabilities.
- High total power handling to maximize network efficiency
- Reduced tower loading for ease of site deployment

Fast Roll-Off antennas increase data throughput without compromising coverage

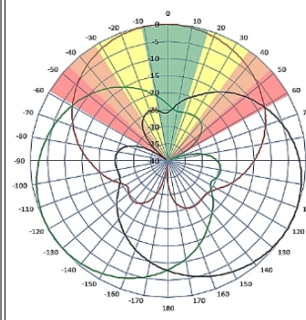
The horizontal beam produced by Fast Roll-Off (FRO) technology increases the Signal to Interference & Noise Ratio (SINR) by eliminating overlap between sectors .

Non-FRO antenna

Large traditional antenna pattern overlap creates harmful interference.

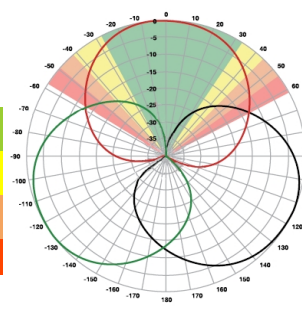
JMA's FRO antenna pattern minimizes overlap, thereby minimizing interference.

JMA FRO antenna



LTE throughput	SINR	Speed (bps/Hz)	Speed increase	CQI
Excellent	>18	>4.5	333+%	8-10
Good	15-18	3.3-4.5	277%	6-7
Fair	10-15	2-3.3	160%	4-6
Poor	<10	<2	0%	1-3

The LTE radio automatically selects the best throughput based on measured SINR.



NWAV™

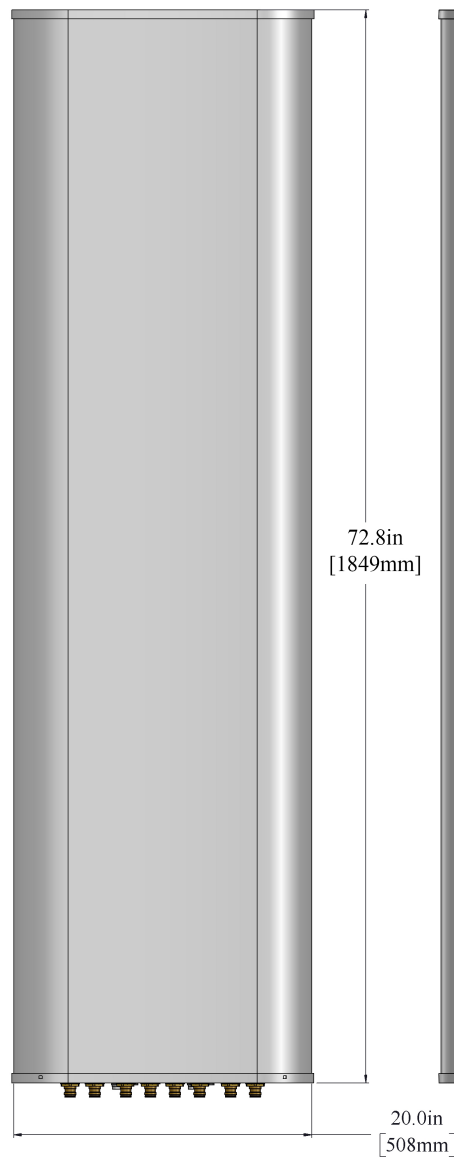
Electrical specification (minimum/maximum)	Ports 1, 2, 3, 4		Ports 5, 6, 7, 8		
Frequency bands, MHz	617-698	698-894	1695-1880	1850-1990	1920-2200
Polarization	± 45°		± 45°		
Gain over all tilts, max, dBi	13.6	14.8	18.5	18.3	18.8
Horizontal beamwidth (HBW), degrees ¹	68	62	62	62	64
Front-to-back ratio, co-polar power @180°, dB	>28	>29	>32	>31	>32
Vertical beamwidth (VBW), degrees ¹	14.2	12.5	5.4	5.2	4.9
Electrical downtilt (EDT) range, degrees	2-14		2-12		
First upper side lobe (USLS) suppression, dB ¹	≤-16.0	≤-16.5	≤-18.0	≤-18.0	≤-18.0
Minimum cross-polar isolation, port-to-port, dB ¹	25	25	25	25	25
Max VSWR / return loss, dB	1.5:1 / -14.0		1.5:1 / -14.0		
Max passive intermodulation (PIM), 2x20W carrier, dBc	-153		-153		
Max input power per any port, watts	300		250		
Total composite power all ports (1-8), watts ²	1500				

¹ Typical value over frequency and tilt

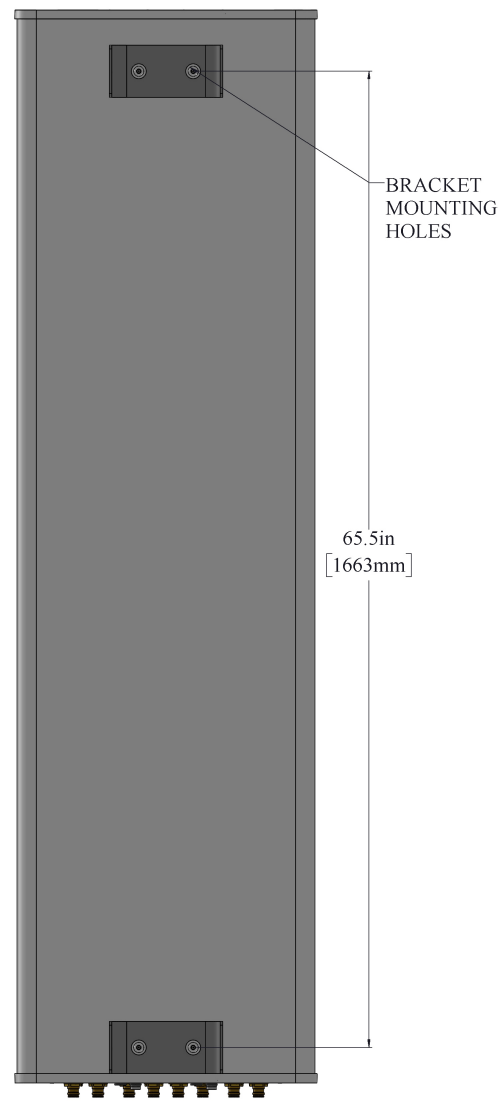
Electrical specification (minimum/maximum)	Ports 1, 2, 3, 4		Ports 5, 6, 7, 8		
Frequency bands, MHz	617-698	698-894	1695-1880	1850-1990	1920-2200
Average gain over all tilts, dBi (Gain Tolerance)	13.0±0.6	14.2±0.6	18.1±0.4	17.9±0.4	18.3±0.5
Horizontal beamwidth tolerance (HBW), degrees ¹	±5	±6.5	±5.0	±3.5	±3.5
Vertical beamwidth tolerance (VBW), degrees	±0.5	±0.5	±0.3	±0.3	±0.3
Front-to-back ratio, co-polar power @180°± 30°, dB	>27	>25	>25	>27	>26
X-Pol discrimination (CPR) at boresight, dB	>22	>20	20	>21	>22
First upper side lobe (USLS) suppression boresight to 20°, dB ¹	≤-16	≤-15	≤-16	≤-16	≤-16

Mechanical specifications	
Dimensions height/width/depth, inches (mm)	72.8/ 20.0/ 8.0 (1849/ 508.0/ 203.2)
Shipping dimensions length/width/height, inches (mm)	77.3/ 23.8/ 14.5 (1963.42/ 605/ 368)
No. of RF input ports, connector type, and location	8 x 4.3-10 female, bottom
RF connector torque	96 lbf·in (10.85 N·m or 8 lbf·ft)
Net antenna weight, lb (kg)	64.5 (29.3)
Shipping weight, lb (kg)	104 (47.2)
Antenna mounting and downtilt kit included with antenna	91900318
Net weight of the mounting and downtilt kit, lb (kg)	18 (8.2)
Range of mechanical up/down tilt	-2° to 12°
Rated wind survival speed, mph (km/h)	150 (241)
Frontal and lateral wind loading @ 150 km/h, lbf (N)	108.1 (480.9), 20.5 (91.2)
Effective projected area @ 150 km/h (EPA), frontal, sq ft	4.9

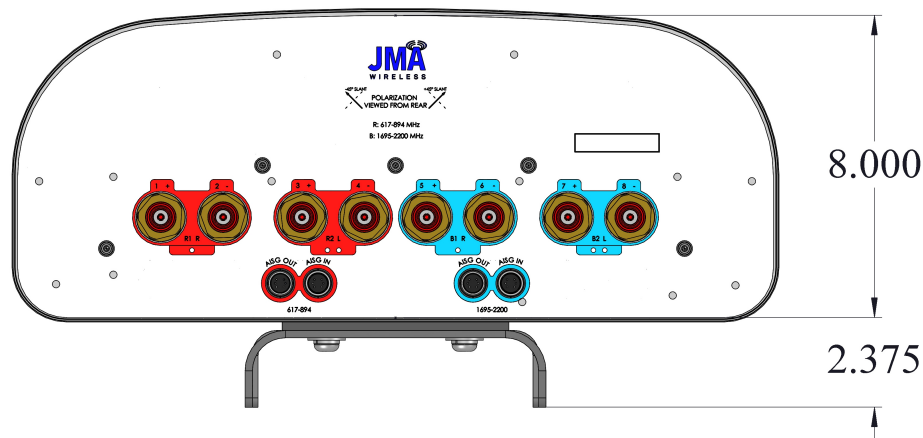
Front view



Back view



Bottom view

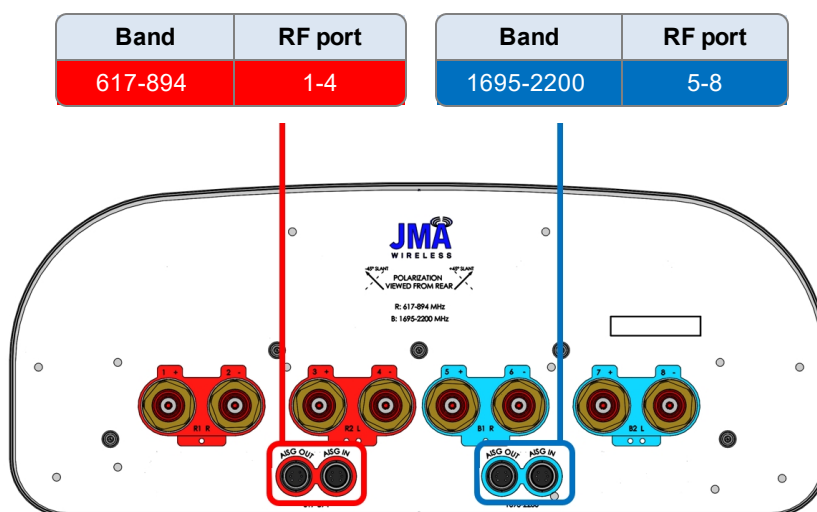


Remote electrical tilt (RET 2000) information

RET location	Integrated into antenna
RET interface connector type	8-pin AISG connector per IEC 60130-9
RET connector torque	Min 0.5 N·m to max 1.0 N·m (hand pressure & finger tight)
RET interface connector quantity	2 pairs of AISG male/female connectors
RET interface connector location	Bottom of the antenna
Total no. of internal RETs 617-894 MHz	1
Total no. of internal RETs 1695-2200 MHz	1
RET input operating voltage, vdc	10-30
RET max power consumption, idle state, W	≤ 2.0
RET max power consumption, normal operating conditions, W	≤ 10.0
RET communication protocol	Hardware AISG 3.0; firmware AISG 2.0, field-upgradable to AISG 3.0

RET and RF connector topology

Each RET device can be controlled via the designated external AISG connector as shown below:

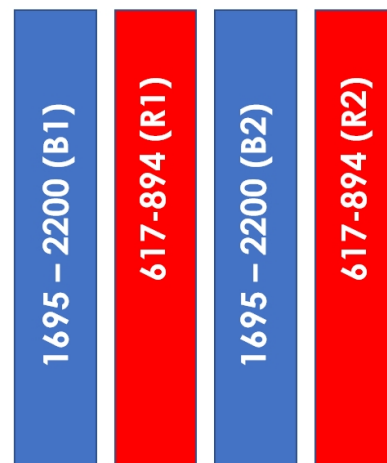


Array topology

4 sets of radiating arrays

R1: 617-894 MHz
R2: 617-894 MHz
B1: 1695-2200 MHz
B2: 1695-2200 MHz

Band	RF port
617-894	1-2
617-894	3-4
1695-2200	5-6
1695-2200	7-8



SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between The City of Oak Park, a Michigan Municipal Corporation, having a place of business at 14000 Oak Park Blvd., Oak Park, Michigan 48237 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means the water tower structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at W. 11 Mile Road and Tulare Street, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 150 square feet of ground space and additional space on the Structure, for the non-exclusive possession, use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant, at Tenant’s sole expense: (a) the right to install separately metered electrical systems and/or fiber at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing

utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). Tenant acknowledges and agrees that Tenant is accepting the premises "as-is" and Landlord does not make any warranties or representations as to the suitability of the premises for Tenant's intended use.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is thirty six (36) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall renew for up to four (4) additional terms of thirty-six (36) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), contingent upon Tenant obtaining the requisite approval from City Council in accordance with Section 13.3 of the City Charter. However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of Four Thousand Dollars (\$4,000) per month, payable on the first of the month or the first business day thereafter. The first Rent payment shall be made within twenty (20) business days of the Commencement Date. On each anniversary of the Commencement Date, the Rent shall be automatically increased by one percent (1 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property subject to the following conditions: (a) the highest part of the equipment installed on the water tower will be located below the top of the rail with any cabling concealed to the best of Tenant's ability; (b) the equipment will be flush mounted to the top of the handrail and painted white and will otherwise not obstruct the view of the "Oak Park" text on the water tower; (c) Tenant's execution of the water tower access agreement attached as "Exhibit C;" and (d) Tenant's installation of its own electrical drop and meter at Tenant's sole expense. All equipment, including cabling and antennas and all ancillary equipment owned by Tenant and installed on the premises shall be installed in a safe and secure manner and in accordance with all building codes and federal, state and local laws, regulations and ordinances. Landlord shall assume no responsibility for the safety or security of Tenant's equipment or any improvements made by Tenant on the easement. Tenant shall be responsible for maintaining the premises, Tenant's Equipment and all of Tenant's facilities in good condition and shall maintain the premises in a neat and orderly condition. Tenant shall not perform any acts or carry on any practices which may injure any of Landlord's surrounding property, or be a nuisance to Landlord or the overall operations of the city government

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises in accordance with the water tower access agreement attached as Exhibit C hereto, at no additional cost or expense to Tenant. Tenant shall be accompanied by an authorized representative of Landlord when access is requested. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises while accompanied by Landlord's authorized representative. Tenant's use of the premises shall be subject to the reasonable control of the Landlord and shall not unreasonably interfere with use of nearby City facilities by City employees or members of the public. Landlord may, in the reasonable exercise of discretion, delay or otherwise limit access when it is deemed to be in the public interest, such as during a Recreation Department event expected to be attended by large numbers of persons near the Tower, but access shall not be restricted in the event of an emergency where Tenant must obtain immediate access to its Easement.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the size of the premises used by Tenant, then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and make reasonable modifications to the Premises' electrical system that do not interfere with or damage other electrical systems to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense, including DTE installation of Tenant's own electrical drop and meter. Tenant acknowledges and agrees that electrical service will not be furnished by and/or billed to Landlord.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**").

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, at Tenant's sole expense.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the “**Equipment Removal Period**”), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant’s Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant’s Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant’s Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant’s Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord’s written consent (“**Hold Over**”), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days’ written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to one and one half times the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a “Default”), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant’s failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant’s reasonable determination, materially affects Tenant’s ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant’s ability to operate Tenant’s Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant’s Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant’s Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, , Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Insurance Requirements. Prior to the commencement of the lease term pursuant to this agreement, Tenant shall purchase and maintain during the lease term such insurance as will protect Landlord and Tenant from claims arising out of Tenant's operations on the property and structure consisting of:

- A. Workers' Compensation Insurance. Including employer's liability to cover employee injuries or disease compensable under the Michigan Workers' Compensation statute and disability benefit laws, or federal compensation acts. Self-insurance plans approved by the regulatory authorities in Michigan are acceptable. If any such work is subcontracted, the

Contractor shall require the subcontractor to provide similar insurance for all of subcontractor's employees who perform the work.

B. Comprehensive General Liability Policy. The policy shall cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, and the following:

- a. All premises and operations.
- b. Explosion, collapse and underground damage.
- c. Contractor's protective coverage for independent contractors or subcontractors employed by contractor.
- d. Contractual liability for the obligation to indemnify Grantor as assumed by Grantee in this Agreement.
- e. Personal injury liability endorsement with no exclusions pertaining to employment.
- f. Products and completed operations coverage. This coverage shall extend through the contract guarantee period.

C. Comprehensive Automobile Liability Policy. The policy shall cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle as defined by the Michigan No-Fault Act, including vehicles owned, non-owned, and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is recommended that Comprehensive General Liability and comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

D. Umbrella or Excess Liability Policy. Tenant has the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy equal to the total limits requested. Umbrella or Excess Policy wording shall be at least as broad as the primary or underlying policy(ies), and shall apply to both the Contractor's General Liability Policy and to Contractor's Automobile Liability Policy. The required limits of liability for insurance coverages requested shall not be less than the following:

Workers' Compensation

Coverage A- Compensation	Statutory
--------------------------	-----------

Coverage B- Employers Liability	\$100,000
---------------------------------	-----------

Comprehensive General Liability

Bodily Injury- Each Occurrence	\$500,000
--------------------------------	-----------

Bodily Injury-Aggregate	
-------------------------	--

(Completed Operations)	\$500,000
------------------------	-----------

<u>Property Damage- Each Occurrence</u>	\$200,000
---	-----------

Property Damage-Aggregate

or combined single limit	\$1,000,000
--------------------------	-------------

Comprehensive Automobile Liability

Bodily Injury	Statutory
Property Damage	\$200,000
Or combined single limit	\$1,000,000
Umbrella or Excess Liability	\$2,000,000

E. Cancellation/Non-Renewal. Policies will be endorsed to guarantee that at least thirty (30) days written notice shall be given to Landlord of cancellation or of intent not to renew.

F. Evidence of Coverage. Prior to the commencement of use of the premises under this Agreement, Tenant, and any contractors or subcontractors working on the premises on Tenant's behalf, shall furnish to Landlord an original Certificate of Insurance. Other forms of certificate are acceptable only if (1) they include all items prescribed in Landlord's form of Certificate, including agreement to cancellation provisions outlined above, and (2) they have the written approval of Landlord. All insurance carriers used by Tenant shall be authorized to do business in the State of Michigan.

Landlord shall be named as an additional insured entity on the Comprehensive General Liability, Comprehensive Automobile Liability and Umbrella Liability insurance provided by the Tenant. The following working shall be used regarding the additional insured:

The City of Oak Park, including all elected and appointed officials, employees and volunteers are named as additional insureds regarding the General Liability, Automobile Liability and Excess Liability policies.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use except as otherwise set forth herein; (d) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party

may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock;.

12.2 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.3 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.4 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.5 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.6 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.7 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state of Michigan.

12.8 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.9 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.10 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

City of Oak Park
Attn: Director of Technical & Planning
14300 Oak Park Blvd.
Oak Park MI 48237

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.11 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.12 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.13 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.14 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.15 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

The City of Oak Park

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

EXHIBIT C

WATER TOWER ACCESS POLICY

[To be inserted prior to execution]



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 21, 2022

AGENDA #

SUBJECT: Agreement with Skerbeck Family Carnival, Inc. and the City of Oak Park for carnival rides and food concession for the City of Oak Park Summer Blast event on June 16, 17 and 18, 2023.

DEPARTMENT: Recreation

SUMMARY: Oak Park Recreation Department is seeking approval from City Council to enter into the attached agreement with Skerbeck Family Carnival, Inc. and the City of Oak Park for carnival rides and food concession for the City of Oak Park Summer Blast on June 16 thru 18, 2023.

RECOMMENDED ACTION: Request that City Council approve the signing of the agreement with Skerbeck Family Carnival, Inc. and the City of Oak Park for carnival rides and food concession for the City of Oak Park Summer Blast on June 16 thru 18, 2023.

APPROVALS:

City Manager: _____ET_____

Director: _____LTS_____

Finance Director: _____SC_____

EXHIBITS: Agreement

AGREEMENT

This agreement is made this September 9, 2022 by and between **SKERBECK FAMILY CARNIVAL, INC.** of Escanaba, Michigan hereinafter called the **AMUSEMENT COMPANY** and the City of Oak Park hereinafter called the **COMMITTEE**.

PURPOSE OF AGREEMENT

The **AMUSEMENT COMPANY** desires to operate its carnival show in Oak Park, Michigan at the June Carnival for the dates herein stated and the **COMMITTEE** desires to sponsor the carnival show.

COVENANTS & AGREEMENTS

It is agreed by and between the parties as follows:

1. The **COMMITTEE** agrees to sponsor no other carnival show and grants the **AMUSEMENT COMPANY** the exclusive rights to operate all riding devices, midway shows and food and at the June Carnival. The **AMUSEMENT COMPANY** agrees to operate its carnival show at the aforesaid event on the dates of June 16th, 17th, & 18th 2023 along with dates in June of 2024 and 2025 to be determined.
2. The **COMMITTEE** will furnish the **AMUSEMENT COMPANY** with a suitable location, police protection, city license, water and sanitation facilities and garbage pickup.
3. The **AMUSEMENT COMPANY** will pay the **COMMITTEE** as follows:
 - A. 20% of the first \$50,000.00 of the ride gross and 25% thereafter
 - B. \$500.00 for concession space.
4. The **AMUSEMENT COMPANY** shall carry proper liability insurance in the amount of \$1,000,000.00 fully protecting and indemnifying it against any and every possible claim for accidents or other liabilities to employees and all other persons which might arise in connection with the preparation, operation and removal of the carnival show, and shall be name the City of Oak Park as an additional insured on the liability insurance policy.
5. The **COMMITTEE** shall lend its cooperation and support to and work with the **AMUSEMENT COMPANY** for making the carnival show successful.
6. Should performance by the **AMUSEMENT COMPANY** be impossible because of the occurrence of unforeseen circumstances such as pandemics, fire, flood, wind storms, police action or any other condition beyond the control of the **AMUSEMENT COMPANY**, this agreement shall be unenforceable during the period in which such condition exists and no financial payments or penalties will be paid and the contract will remain for the following calendar year.

The parties hereto have set their hands on the day and year first written above.

COMMITTEE

AMUSEMENT COMPANY

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 21, 2022**AGENDA #**

SUBJECT: Request Authorization to purchase two vehicles to be assigned to the Public Works Department.

DEPARTMENT: Public Works - *DED*

SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicles from the Macomb County and Rochester Hills pre-bid contracts as part of the FY 2022-23 budget. These vehicles will be assigned to Street Division.

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2023 Ford F-450 4x4 (Chassis Only)	Public Works	\$53,877.00 each \$107,754.00 total (Macomb County: 21-18)	Major Streets: 202-18.479-970 Local Streets: 203-18.479-970 Water / Sewer: 592-18.538-970
2023 Ford F-450 4x4 (Vehicle Upfitting)	Public Works	\$53,285.00 each \$106,570.00 total (Rochester Hills: RFP-RH-20-023)	Major Streets: 202-18.479-970 Local Streets: 203-18.479-970 Water / Sewer: 592-18.538-970

FINANCIAL STATEMENT: Funding is available is the Major Streets, Local Streets, and Water / Sewer Funds.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the Macomb County and Rochester Hills pre-bid contracts for these vehicle purchases totaling \$214,324.00.

APPROVALS:

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____ ED

Budgeted: ☐**EXHIBITS:** None