

Oak Park

City Council Agenda

November 20, 2017





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
November 20, 2017
7:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**

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

- A. Regular Council Meeting Minutes of November 6, 2017
 - B. Special Council Meeting Minutes of November 13, 2017
 - C. Organizational Council Meeting Minutes of November 13, 2017
 - D. Request to schedule a Public Hearing for December 4, 2017 to receive public comment on the allocation of the 2018 Community Development Block Grant Funds
 - E. Planning Commission Meeting Minutes of October 9, 2017
 - F. Zoning Board of Appeals Meeting Minutes of September 26, 2017
 - G. Corridor Improvement Authority Board Meeting Minutes of August 24, 2017
 - H. Request to advertise for bids for the 2017-2018 Sewer Lining Project, M-677
 - I. Payment Application No. 4 (FINAL) for the 2012 Sewer & Catch Basin Cleaning and TV Inspection Project, M-570 to Terra Contracting, LLC for the total amount of \$9,986.98
 - J. Payment Application No. 4 (FINAL) for the 2015 Sewer Cleaning and Television Inspection Project, M-626 to Terra Contracting, LLC for the total amount of \$1,000.00
 - K. Payment Application No. 1 for the 2017-2018 Miscellaneous Concrete Repair Project, M-672 to Mattioli Cement Company LLC for the amount of \$129,313.28
 - L. Payment Application No. 1 (FINAL) for the 2017 Elevated Water Storage Tank Painting Project, M-667 to LC United Painting Co. for the total amount of \$252,500.00
 - M. Change Order No. 1 in the amount of (\$2,629.84) and Payment Application No. 5 in the amount of \$10,811.30 to Florence Cement Company of Shelby Township, MI for the 2017 Granzon Avenue Reconstruction Project, M-650
 - N. Payment Application No. 5 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co., Inc. in the amount of \$128,459.50
 - O. Licenses - New and Renewals as submitted for November 20, 2017
6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 7. **SPECIAL RECOGNITION/PRESENTATIONS:** None
 8. **PUBLIC HEARINGS:** None
 9. **COMMUNICATIONS:** None
 10. **SPECIAL LICENSES:** None

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,459.25
- B. Approval for payment of an invoice submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the total amount of \$17,239.95

12. BIDS: None

13. ORDINANCES:

- A. First reading of an ordinance to amend Article II, Definitions, Section 204, Article VIII, Section 802, Special Land Uses, and Article XIX, Section 1919, Self-Storage Warehouse, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, Michigan
- B. First reading of an ordinance to amend Article XVII, General Provisions, Section 1725 Site Plan Review, Appendix A, Zoning, Of the Code of Ordinances of the City of Oak park, Michigan

14. CITY ATTORNEY:

- A. Resolution declaring change in nominating petition deadline

15. CITY MANAGER:

45th District Court

- A. Resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2018 Veterans Treatment Court Grant Program
- B. Resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2018 Mental Health Court Grant Program

Economic Development and Communications

- C. Request to accept the recommendation of the Planning Commission for approval of the Final Site Plan for Value Wholesale, 15188 Eight Mile Road, subject to conditions

Department of Public Works

- D. Request to approve the proposal from OHM Advisors to perform the Water System Asset Management Plan Development for an hourly, not to exceed amount of \$16,400 subject to review by the City Attorney

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
36th OAK PARK CITY COUNCIL
November 6, 2017
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Council Member Speech,
Council Member Radner, Council Member Rich

ABSENT: Mayor Pro Tem Burns

OTHERS

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

APPROVAL OF AGENDA:

**CM-11-444-17 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS
PRESENTED – APPROVED**

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

Voice Vote:	Yes:	McClellan, Speech, Radner, Rich
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-445-17 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED

Motion by Speech, seconded by Rich, CARRIED, to approve the Consent Agenda consisting of the following items:

- A. Regular Council Meeting Minutes of October 16, 2017 **CM-11-446-17**
- B. Parks and Recreation Commission Meeting Minutes of October 18, 2017 **CM-11-447-17**
- C. Election Commission Meeting Minutes of August 10, 2017 **CM-11-448-17**
- D. Payment Application No. 1 for the 2017 Miscellaneous Sewer Repair Project, M-671 to Bricco Excavating in the amount of \$73,764.07 **CM-11-449-17**
- E. Request to advertise for bids for 2018 Lawn Maintenance Contract, M-678 **CM-11-450-17**
- F. Performance resolution and authorization for the Assistant City Manager, Deputy Director of Public Works, Director of Technical & Planning Services, the Deputy Director of Technical & Planning Services, and the Assistant City Engineer to make applications for permits on behalf of the City of Oak Park **CM-11-451-17**

F. Licenses - New and Renewals as submitted for November 6, 2017 CM-11-452-17

MERCHANT'S LICENSES – November 6, 2017
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Professional Care Physical Therapy	25591 Coolidge	\$150	Medical
Classic Expressions	8126 Nine Mile	\$150	Retail
Fresh Baked Prints	8670 Nine Mile	\$150	Retail
Hair Rock Café	15454 Ten Mile	\$900	Hair Salon

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
REB Research & Consulting	12851 Capital	\$675	Industrial
Meco Metals Company	21430 Coolidge	\$187.50	Metal Supplier
Olympic Cycle & Fitness	22031 Coolidge	\$187.50	Fitness
Dollar General	22100 Coolidge	\$150	Retail
Gift Me Chocolate	22133 Coolidge	\$187.50	Retail
Dollar Tree	23090 Coolidge	\$150	Retail
Hair Rock Café	15454 Ten Mile	\$900	Hair Salon

Roll Call Vote: Yes: McClellan, Speech, Radner, Rich
 No: None
 Absent: Burns

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) **City Manager Employee Recognition.** City Manager Tungate presented an Employee Recognition Award to Devin Benson from the Public Safety Department.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES:

CM-11-453-17

(AGENDA ITEM #13A) **SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND ARTICLE III, NUISANCES, OF CHAPTER 38, ENVIRONMENT, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING SECTIONS 38-96, 38-98 AND 38-100 - APPROVED**

Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance to amend Article III, Nuisances, of Chapter 38, Environment, of the Code of Ordinances of the City of Oak Park by amending Sections 38-96, 38-98 and 38-100:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND ARTICLE III, NUISANCES, OF CHAPTER 38, ENVIRONMENT, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING SECTIONS 38-96, 38-98 AND 38-100 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Sections 38-96, Cause of blight or blighting factors; 38-98, Notice to Remove; and 38-100, Abatement by city, of Article III, Nuisances, of Chapter 38, Environment, of the Code of Ordinances of the City of Oak Park are hereby amended to read as follows:

Sec. 38-96. - Cause of blight or blighting factors.

- (11) The existence of any personal property, garbage, yard debris or recyclables that have been placed upon any property outside of the collection schedule established by City Ordinance Section 62-33.
- (12) The existence of snow and ice on sidewalks in violation of City Ordinance Section 66-166.

Sec. 38-98. - Notice to remove.

- (a) Unless otherwise stated herein, the owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in this division are found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within five days after service of the notice upon him. If the blight is related to violations of the City snow removal or refuse collection ordinances, the owner shall only have 24 hours to abate the condition. Such notice shall be served as provided herein. As used in this division, the term "owner" shall mean the owner in whose name the property appears upon the local tax assessment records.

Sec. 38-100. - Abatement by city.

- (a) If the provisions of the notice to comply with the provisions of this division are not complied with after notice has been given in accordance with this division, the city manager or his or her designee shall cause the blighting factors to be removed and eliminated and the actual cost of such action, including charges incurred if the condition is removed by owner after the time for remediation has elapsed, plus a 15 percent administrative fee for inspection and other additional cost in connection therewith, shall be collected as a special assessment against the premises as provided in section 12.14 of the City Charter.

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 4. Effective Date.

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

Roll Call Vote:	Yes:	McClellan, Speech, Radner, Rich
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

CITY ATTORNEY: No report

CITY MANAGER:

Department of Public Works

CM-11-454-17 (AGENDA ITEM #15A) AUTHORIZATION FOR THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE OAKLAND COUNTY BID FOR THE PURCHASE OF A CITY VEHICLE IN THE TOTAL AMOUNT OF \$23,197.00 - APPROVED

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the Oakland County bid for the purchase of a city vehicle in the total amount of \$23,197.00.

Roll Call Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

Finance

CM-11-455-17 (AGENDA ITEM #15B) RECEIPT AND APPROVAL OF EXCEPTION RECOMMENDATIONS AS SUBMITTED REGARDING SPECIAL ASSESSMENT DISTRICT NO. 664, UNPAID DELINQUENT UTILITIES - APPROVED

Motion by Speech, seconded by Radner, CARRIED UNANIMOUSLY, to receive and approve the following exception recommendations as submitted regarding Special Assessment District No. 664, Unpaid Delinquent Utilities:

Permanently remove from the Special Assessment District 664 along with the 10% penalty:
52-25-31-103-015 22120 Avon
52-25-28-102-013 8785 Woodside Park

Roll Call Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

CM-11-456-17 (AGENDA ITEM #15C) RECEIPT AND APPROVAL OF THE FOLLOWING EXCEPTION RECOMMENDATIONS AND SIDEWALK FINANCING OPTIONS AS SUBMITTED REGARDING SPECIAL ASSESSMENT DISTRICTS NO. 666 UNPAID MISCELLANEOUS CONCRETE REPLACEMENT, NO. 667 UNPAID PROPERTY BLIGHT AND NO. 668 UNPAID SIDEWALK REPLACEMENT - APPROVED

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to receive and approve the following exception recommendations and sidewalk financing options as submitted regarding Special Assessment Districts No. 666, Unpaid Miscellaneous Concrete Replacement, No. 667 Unpaid Property Blight and No. 668 Unpaid Sidewalk Replacement:

Permanently remove from Special Assessment District 666 along with the 10% penalty:
None

Permanently remove from Special Assessment District 667 along with the 10% penalty:
8720 West Nine Mile
24371 Church
12825 Nine Mile

Remove from Special Assessment District 668 along with the 10% penalty subject to the execution of a financing agreement submitted by November 13, 2017.

21850 Church	21930 Kipling
21860 Church	21950 Kipling
22110 Church	21840 Ridgedale
21931 Church	21740 Kenosha
21750 Cloverlawn	22020 Kenosha
21791 Cloverlawn	22120 Kenosha
22000 Cloverlawn	14641 Pearson
13710 Courtland	22000 Stratford
13850 Courtland	21824 Sussex
21901 Gardner	21841 Sussex
22100 Gardner	22160 Sussex
21641 Kipling	22195 Sussex
21830 Kipling	21691 Whitmore
21841 Kipling	21951 Whitmore

Financing for Special Assessment Sidewalk Objections:

Remove exceptions from the current unpaid sidewalk special assessment and create three new special assessment districts (S.A.D.) that will meet the following terms:

1. Invoices up to \$1,000: We can set a S.A.D. and offer 11 month financing at 0% interest, due in full on October 1, 2018. If there are any outstanding balances within the S.A.D. as of this deadline, we will roll those amounts to the 2018 winter tax bill.
2. Invoices between \$1,000 and \$2,000: We can set a S.A.D. and offer 17 month financing at 6% interest, due in full on April 1, 2019. If there are any outstanding

balances within the S.A.D. as of this deadline, we will roll those amounts to the 2019 summer tax bill.

3. Invoices over \$2,000: We can set a S.A.D. and offer 27 month financing at 6% interest, due in full on February 1, 2020. If there are any outstanding balances within the S.A.D. as of this deadline, we will roll those amounts to the 2020 summer tax bill.

(As a condition of acceptance of this additional financing each property owner will be required to sign an agreement to the proposed terms prior to Monday, November 13, 2017. If the property owners do not sign the agreement by the due date, they will remain on the current unpaid sidewalk S.A.D. which will roll to the 2017 winter tax bill.)

Financing for future Sidewalk Programs:

Special assessment districts to be set up in advance for homestead property owners and offer the following options:

1. Invoices up to \$1,000, we can keep the current terms which they have close to a year to pay the invoice. The only difference is that we will clearly show on the invoice that they have close to a year to pay and can pay in installments.
2. Invoices between \$1,000 and \$2,000 we can set a special assessment district and offer two-year financing at 6% interest.
3. Invoices over \$2,000 we can set a special assessment district and offer three-year financing at 6% interest.

(Each property owner will be required to sign an agreement to the proposed terms.)

Roll Call Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

CM-11-457-17 (AGENDA ITEM #15C AMENDED) RECEIPT AND APPROVAL OF THE FOLLOWING EXCEPTION RECOMMENDATIONS AS SUBMITTED REGARDING SPECIAL ASSESSMENT DISTRICTS NO. 667, UNPAID PROPERTY BLIGHT AND NO. 669, UNPAID WEED MOWING - APPROVED

Motion by Speech, seconded by Rich, CARRIED, to receive and approve the following exception recommendations as submitted regarding Special Assessment Districts No. 667, Unpaid Property Blight and No. 669, Unpaid Weed Mowing:

Permanently remove from Special Assessment District 667 along with the 10% penalty:
21-831-21835 Coolidge

Permanently remove from Special Assessment District 669 along with the 10% penalty:
21831-21835 Coolidge

Roll Call Vote:	Yes:	McClellan, Rich, Speech
	No:	None
	Abstain:	Radner
	Absent:	Burns

CALL TO THE AUDIENCE: None

CALL TO THE COUNCIL:

Mayor McClellan encouraged everyone to exercise their right to vote in tomorrow's election.

Council Member Speech thanked everyone for coming and wished them a good night.

Council Member Radner wished everyone a good night.

Council Member Rich wished everyone a good night.

CLOSED SESSION:

CM-11-458-17 (AGENDA ITEM #18A) MOTION TO CONVENE INTO A CLOSED SESSION TO DISCUSS ATTORNEY CLIENT PRIVILEGED COMMUNICATION AND PENDING LITIGATION REGARDING CITY OF HUNTINGTON WOODS, CITY OF PLEASANT RIDGE VS. CITY OF OAK PARK, 45TH DISTRICT COURT - APPROVED

Motion by Speech, Seconded by Radner, CARRIED UNANIMOUSLY, to convene into a Closed Session to discuss Attorney Client Privileged Communication and Pending Litigation regarding City of Huntington Woods, City of Pleasant Ridge vs. City of Oak Park, 45th District Court.

Roll Call Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

The Closed Session began at 7:30 PM. The Regular Meeting reconvened at 8:00 PM.

CM-11-459-17 CLOSED SESSION MINUTES - APPROVED

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve the minutes of the 11-06-17 Closed Session.

Voice Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

CM-11-460-17

**RESOLUTION APPROVING THE INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF HUNTINGTON WOODS, PLEASANT
RIDGE AND OAK PARK FOR THE 45TH DISTRICT COURT AND
SETTLEMENT AGREEMENT AND RELEASE - APPROVED**

Motion by Rich, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following Resolution approving the Interlocal Agreement between the cities of Huntington Woods, Pleasant Ridge and Oak Park for the 45th District Court and Settlement Agreement and Release:

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

**RESOLUTION TO APPROVE
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF HUNTINGTON WOODS, PLEASANT
RIDGE AND OAK PARK FOR THE 45TH DISTRICT COURT**

AND

SETTLEMENT AGREEMENT AND RELEASE

*City of Huntington Woods and City of Pleasant Ridge v. City of Oak Park and 45th District Court, OCCC
NO. 13-135842-CZ*

WHEREAS, MCL 600.8123 established the 45th Judicial District , a district of the third class, which consists of the cities of Huntington Woods, Oak Park, and Pleasant Ridge and the Township of Royal Oak. The 45th District Court is the administrative unit for the 45th District.

WHEREAS, MCL 600.8104(3) authorizes one of more district funding units within any district to agree among themselves to share any or all of the expenses of the 45th District Court.

WHEREAS, a dispute arose between the cities of Huntington Woods, Oak Park, and Pleasant Ridge related to 1) the distribution of revenue collected by the 45th District Court on cases originating in their respective jurisdictions; and 2) funding of the expenses for the operation of the 45th District Court.

WHEREAS, in resolution of the disputes and pursuant to the authority granted by MCL 600.8104(3), the Parties have agreed to enter into an Interlocal Agreement related to the 45th District Court and a settlement Agreement and Release in the case captioned *City of Huntington Woods and City of Pleasant Ridge v. City of Oak Park and 45th District Court*, OCCC NO. 13-135842-CZ.

NOW, THEREFORE, IT IS RESOLVED that the City Council of the City of Oak Park, Michigan, approves the Interlocal Agreement Between the Cities of Huntington Woods, Pleasant Ridge, and Oak Park pursuant to MCL 600.8104(3) to share the expenses of the 45th District Court as set forth in the Agreement.

BE IT FURTHER RESOLVED that the City Council of the City of Oak Park approves the Settlement Agreement and Release in the case captioned *City of Huntington Woods and City of Pleasant Ridge v. City of Oak Park and 45th District Court*, OCCC NO. 13-135842-CZ.

Voice Vote:	Yes:	McClellan, Radner, Rich, Speech
	No:	None
	Absent:	Burns

MOTION DECLARED ADOPTED

ADJOURNMENT:

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

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
November 13, 2017
7:00 PM**

MINUTES

The meeting was called to order at 7:05 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner and Council Member Speech

ABSENT: Council Member Rich

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris

RECOGNITION OF COUNCIL MEMBER SPEECH

Mayor McClellan thanked Council Member Speech for her service to the City of Oak Park and reviewed some of the accomplishments that occurred during her tenure and a video was shown. Mayor McClellan presented Council Member Speech with a special recognition plaque on behalf of the council and the administration.

City Manager Tungate thanked Council Member Speech for her service to the City of Oak Park and its residents.

CALL TO THE AUDIENCE: None

CALL TO THE COUNCIL:

Council Member Burns thanked Council Member Speech for her service to Oak Park and expressed how she will miss her on Council.

Council Member Radner thanked Council Member Speech for her dedication and the sincerity in which she approached her job. She has been a great ambassador for the city.

Council Member Speech expressed thanks for the wonderful video that was shown and expressed how much she has enjoyed working for the residents of the best city in Michigan. She also acknowledged her many supportive neighbors and wished good things ahead for Oak Park.

Mayor McClellan thanked everyone for coming and wished everyone a good night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:20 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
ORGANIZATIONAL COUNCIL MEETING OF THE
37th OAK PARK CITY COUNCIL
NOVEMBER 13, 2015
7:15 P.M.**

MINUTES

CALL TO ORDER

In accordance with Section 7.1 of the Charter of the City of Oak Park, the Organizational Meeting of the City of Oak Park was called to order at 7:20 P.M. and the Pledge of Allegiance was recited.

City Clerk Norris presided over the Oath of Office proceedings and read the Certificate of Determination from the Board of Canvassers of Oakland County regarding the November 7, 2017 City of Oak Park General Election. The Certificate determined that Marian McClellan received sufficient number of votes to be elected to the office of Mayor and that Carolyn Burns received sufficient number of votes to be elected to the office of Council Member and that Regina Weiss received sufficient number of votes to be elected to the office of Council Member.

OATH OF OFFICE - MAYOR MARIAN McCLELLAN

Mr. Norris then called upon the Honorable Michelle Friedman Appel, Chief Judge of the 45th District Court, to administer the Oath of Office to re-elected Mayor Marian McClellan for a two-year term.

OATH OF OFFICE - MAYOR PRO TEM SOLOMON RADNER

In accordance with Charter Section 4.4(b), the candidate for a four-year council term receiving the greatest number of votes in the prior City Election is designated as Mayor Pro Tem for a term commencing with the first meeting of Council following the next regular City Election thereafter until the first meeting of Council following the next ensuing regular City Election. Based on that provision of the Charter, Solomon Radner was confirmed as Mayor Pro Tem and extended the Oath of Office. The Oath was administered by the Honorable R. Steven Whalen, Executive Magistrate Judge of the Michigan Eastern District Federal Court.

OATH OF OFFICE - COUNCIL MEMBERS CAROLYN BURNS AND REGINA WEISS

Mr. Norris, Oak Park City Clerk, administered the Oath of Office to re-elected Council Member Carolyn Burns for a four-year term. He then called upon the Honorable Michelle Friedman Appel, Chief Judge of the 45th District Court, who administered the Oath of Office to newly elected Council Member Regina Weiss for a four-year term.

ROLL CALL OF THE 37TH OAK PARK CITY COUNCIL

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

ABSENT: Council Member Rich

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris

CITY COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS

**SCM-11-461-17 COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS
- APPROVED**

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

MAYOR MARIAN McCLELLAN

Corridor Improvement Authority
Planning Commission
Employees Retirement System
Public Safety Retirement System

MAYOR PRO TEM SOLOMON RADNER

Recycling & Environmental Conservation Commission
Arts and Cultural Diversity Commission

COUNCIL MEMBER CAROLYN BURNS

Planning Commission
Beautification Commission

COUNCIL MEMBER KEN RICH

Public Safety Retirement System
Economic Development Corporation/Brownfield Authority

COUNCIL MEMBER REGINA WEISS

Arts and Cultural Diversity Commission
Parks and Recreation Commission
Library Board

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

MOTION DECLARED ADOPTED

CITY MANAGER REMARKS

City Manager Tungate congratulated and welcomed the newly elected members of council. He indicated that the city administration is looking forward to working with the 37th Oak Park City council.

CALL TO THE AUDIENCE: None

CALL TO COUNCIL:

Mayor McClellan indicated she is delighted to be Mayor again for another two years and thanked everyone for this great honor.

Mayor Pro Tem Radner thanked the voters from two years ago for the number of votes that allowed him to be Mayor Pro Tem. He also welcomed Regina Weiss and thanked the Honorable R. Steven Whalen for administering his Oath of Office. He also thanked his mother and son who attended the ceremony.

Council Member Burns thanked the voters of Oak Park for her re-election to City Council and pledged to serve the residents of Oak Park to the best of her ability.

Council Member Weiss thanked the voters of Oak Park for electing her to City Council. She also thanked the members of council and the staff for helping her feel welcome. She offered a special thanks to her husband and her father who traveled 4 hours from Indiana to be here.

ADJOURNMENT:

The Organizational Meeting Adjourned at 7:50 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 20, 2017**AGENDA #****SUBJECT:** Schedule Public Hearing for allocation of 2017 CDBG Funds.**DEPARTMENT:** Technical and Planning Services, RMB

SUMMARY: The City of Oak Park is expected to receive \$112,915 in Community Development Block Grant Funds (CDBG) for the 2018 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 4, 2017 to receive public comment on the allocation of the 2018 Community Development Block Grant Funds.

APPROVALS:

City Manager: _____

KJY for E.T.

Director: _____

Finance Director: _____

Budgeted: ☐

N/A

EXHIBITS:

None

**CITY OF OAK PARK PLANNING COMMISSION
MONDAY, OCTOBER 9, 2017
MINUTES**

Meeting was called to order at 7:00 p.m., in the City Council Chambers, Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI, by Vice Chairperson Brown and roll call was made.

PRESENT: Chairperson Torgow
Vice Chairperson Brown
Commissioner Burns
Commissioner Eizelman
Commissioner McClellan
Commissioner Seligson
Commissioner Walters-Gill (arrived at 7:03pm)

ABSENT: Commissioner Tkatch
Commissioner Tungate

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

3. APPROVAL OF AGENDA OF OCTOBER 9, 2017 - APPROVED

4. APPROVAL OF MINUTES OF SEPTEMBER 11, 2017 - APPROVED

MOTION by Eizelman, SECONDED by Brown, to approve the minutes of September 11, 2017 with two corrections.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE:

City Planner Rulkowski reminded the Commissioners of the Boards and Commissions Recognition Dinner on Wednesday, October 25, 2017.

6. PUBLIC HEARING:

7. CONSENT AGENDA: No Items Eligible This Month

8. MATTERS FOR CONSIDERATION

A. OLD BUSINESS – None

B. NEW BUSINESS

1) **Congregation Dovid Ben Nuchim, 14800 Lincoln, Final Site Plan Review**

Chairperson Torgow reference City Planner Rulkowski's report dated October 4, 2017:

Congregation Dovid Ben Nuchim, has submitted a Site Plan for a building addition at 14800 Lincoln Avenue. The proposed 2,647 square foot addition will house a larger library and conference room as well as offices. The main worship area will not increase in size.

The property is zoned R-1, One Family Dwelling and places of worship are a permitted special land use in this district.

The new addition does not meet the setback requirements of the Zoning Ordinance. The Zoning Ordinance requires the setback to be two times the height of the building (14 foot building height = 28 foot minimum building setback). Although the proposed building addition maintains the current front building line it will require a three foot front yard setback variance due to the fact it is setback 25 feet. In addition, the proposed building addition will be within seven feet of the west property line and will require a 21 foot side yard variance.

Because of the location of the proposed addition, some existing parking and an exit drive will be eliminated on the west side of the building. It will be replaced with a new pedestrian walkway and side entrance. The modification will also result in a new rear parking lot traffic circulation pattern and a new two-way drive on the east side of the building.

Based on the number of seats in the main worship area, the facility is required to provide 67 parking spaces. The existing building site provides 72 parking spaces. The proposed Site Plan reduces parking and provides 49 parking spaces. The Site Plan notes that "the highest occupant load occurs on Saturdays and on Jewish holidays where driving is not permitted". A variance will be required because the facility will no longer provide the minimum number of required parking spaces. The applicant has submitted for the setback and parking variances and is scheduled to appear at the October 24th Zoning Board of Appeals.

The Site Plan indicates new landscaping will be installed in the area on the west side of the building where the exit drive is eliminated. It appears this area is grass. Due to the close proximity of the building addition to the residential home on the west side of the property, additional landscaping such as pyramidal yews, should be placed in this area to soften the impact of the building being closer. A more detailed landscaping plan including this additional landscaping can be submitted when applying for a building permit. The Site Plan notes that the new landscaped areas will be connected to the existing landscape irrigation system.

The Site Plan does not indicate any details regarding new mechanical equipment. The Zoning Ordinance requires all roof top and ground level equipment to be screened. The Site Plan notes that all proposed exterior lighting will need to be shielded downward.

There is no indication that any new signage is proposed.

There was discussion by the Commission regarding if the parking would be aplenty and it was suggested that the Congregation reach out to Beth Shalom to inquire about using their parking lot, if necessary, for their various events.

MOTION by Eizelman, SECONDED by Burns, to approve the Final Site Plan, with the following conditions:

- 1) Engineering plans (storm water management) for the modifications to the parking lot to be submitted for review and approval by the City Engineer.
- 2) A more detailed landscape plan to be submitted as part of application for a building permit and approved by the City Planner.
- 3) All roof top and ground level equipment must be screened as required by the Zoning Ordinance.

- 4) Final approval of the proposed Site Plan conditioned on the Zoning Board of Appeals granting the required variances.
- 5) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

VOTE: Yes: Torgow, Brown, Burns, Eizelman, McClellan, Seligson, Walters-Gill
No: None

MOTION CARRIED

2) Proposed Zoning Ordinance text amendment for Self-Storage Facilities

Chairperson Torgow referenced City Planner Rulkowski's report dated October 4, 2017:

In May on the recommendation of the Planning Commission the City Council placed a moratorium on the review and approval of any new self-storage facilities in the City.

Over the last few years the Planning Commission has reviewed a number of new self-storage facilities throughout the City. The approvals range from brand new buildings to renovation of existing office and warehouse buildings. The number of self-storage units in Oak Park most likely number now in the thousands. Although these uses may be profitable for the owners, the overall benefit to the City is fairly low. Available industrial property is currently very low and it is questionable that these types of land uses may not be in the overall best interests of the community in the long run.

City staff has reviewed a number of regulations from other communities for this type of land use and have determined that some additional regulations should be adopted. Attached are the proposed Section 1919 Self-storage (mini) warehouse amended regulations.

The process for approval of text changes to the Zoning Ordinance requires a Public Hearing to be scheduled. It is the recommendation of the Department of Community and Economic Development that the Planning Commission schedule a Public Hearing for the November 13, 2017, regular meeting.

Commissioner McClellan asked for clarification as to how these amendments would actually lower the number of storage facilities coming into the City.

City Planner Rulkowski explained that these amendments would set a minimum lot size to limit the acreage that is allowed to be created into a storage facility, and also cap the facilities that are already at or above that acreage so that they cannot expand further.

Chairperson Torgow scheduled a Public Hearing for the November 13, 2017 regular meeting.

3) Proposed Zoning Ordinance text amendments to Section 1725 Site Plan Review

Chairperson Torgow referenced City Planner Rulkowski's report dated October 4, 2017:

In keeping with the Best Practices guidelines of Redevelopment Ready Communities we have reviewed the City's Site Plan Review provisions and are proposing some modifications.

The most significant is the overall approval process in which the Planning Commission recommends approval of Site Plans and the City Council is the body officially approving Site Plans. The new streamlined process would have the Planning Commission as the sole approving body. In addition a number of other changes are proposed to eliminate some of the unnecessary information requested and reduce the amount of time to perform site plans review.

Attached is a marked-up copy of the proposed text changes as well as a clean copy of the proposed site plan process should the amendments be approved.

The process for approval of text changes to the Zoning Ordinance requires a Public Hearing to be scheduled.

Commissioner Brown and Commissioner Eizelman had a few concerns regarding the text changes, which were addressed by City Planner Rulkowski and Community and Economic Development Director Marrone.

Chairperson Torgow scheduled a Public Hearing for the November 13, 2017 regular meeting.

4) Michigan Economic Development Corporation Redevelopment Ready Certification presentation

The Planning Commission welcomed Christopher Germain, AICP, from the Michigan Economic Development Corporation who gave a presentation to overview the State of Michigan's Redevelopment Ready Certification program.

5) Presentation of Planning Commission Annual Report

Chairperson Torgow referenced the 2016-2017 Fiscal Year Planning Commission Annual Report provided by Community and Economic Development Director Marrone and City Planner Rulkowski.

9. PLANNING COMMISSION MATTERS FOR DISCUSSION – from members only: None

10. PUBLIC COMMENTS ON ITEMS NOT SCHEDULED FOR PUBLIC HEARING: None

11. ADJOURNMENT

There being no further business, Chairperson Torgow adjourned the meeting at 7:34 p.m.

Lisa Vecchio, Deputy City Clerk

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
SEPTEMBER 26, 2017
MEETING MINUTES**

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

PRESENT: Chairperson Landau, Commissioner Anderson, Commissioner Blumenkopf
Vice Chairperson Huston, Commissioner Barton, Commissioner Peiss, and
Commissioner Seligson

ABSENT: none

OTHERS
PRESENT: City Planner Kevin Rulkowski
Deputy City Clerk Lisa Vecchio

APPROVAL OF ZONING BOARD OF APPEALS MINUTES OF AUGUST 22, 2017

MOTION BY Seligson, SECONDED BY Huston, to approve the meeting minutes of August 22, 2017 as submitted.

Vote: Yes: Landau, Anderson, Blumenkopf, Barton, Huston, Peiss, Seligson
No: None

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

a) **CASE 17-07:**

APPLICANT:

Mr. Christian Mayville
13731 Borgman
Oak Park, Michigan

PROPERTY:

13731 Borgman
Property Identification Number: 25-19-233-004

ORDINANCE REQUIREMENTS AND REQUEST:

Two variances are requested:

- 1) Article XVII, Section 1703, C, limits the maximum height of a garage to thirteen (13) feet. The applicant is requesting a waiver of one (1) foot, to allow for a garage fourteen (14) feet in height.
- 2) Article XVII, Section 1703, B, 4, c, requires that the total square footage of all accessory buildings not exceed 10% of the lot area. The applicant is requesting a waiver to allow for the total square footage of all accessory buildings on the lot to be 11.03%.

STAFF FINDINGS OF FACT:

- 1) The subject parcel is zoned R-1, One Family Dwelling District.
- 2) Article XVII, Section 1703, C, limits the maximum height of a garage to thirteen (13) feet.
- 3) The applicant is requesting a waiver of one (1) foot, to allow for a garage fourteen (14) feet in height.
- 4) Article XVII, Section 1703, B, 4, c, requires that the total square footage of all accessory buildings not exceed 10% of the lot area.
- 5) The applicant is requesting a waiver to allow for the total square footage of all accessory buildings on the lot to be 11.03%.
- 6) The proposed garage will be 24 feet by 24 feet or 576 square feet.
- 7) The proposed addition will be in compliance with all other setback and size requirements of the Zoning Ordinance.
- 8) The proposed garage will replace 14 x 20 square foot garage in the same general location.

STAFF RECOMMENDATIONS:

The applicant is requesting very small deviations from the maximum height and the lot coverage requirements of the Zoning Ordinance for accessory structures. The applicant states that because of backyard flooding the garage needs to be re-built. The proposed height of the garage would allow for a garage door for a larger vehicle. Please note the Zoning Ordinance measures the building height as the midpoint between the eaves and the roof ridge.

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

Given the fact that the variance requests are relatively minor, it is unlikely that the proposed garage will essentially alter the character of the surrounding area or be that visibly noticeable. Although strict compliance with the maximum height and the lot coverage requirements would not unreasonably prevent the owner from using the property for a permitted purpose, it might render conformity unnecessarily burdensome in this case.

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

MOTION BY Seligson, SECONDED BY Peiss: that based on the information presented in the Planning Division Report, and additional findings of fact discussed during the review of case # 17-07, I move to **approve** the request of Mr. Christian Mayville, 13731 Borgman,

- 1) for a waiver of one (1) foot, from the provisions in Article XVII, Section 1703, C, to allow for the construction of a garage fourteen (14) feet in height.
- 2) for a waiver from the provisions in Article XVII, Section 1703, B, 4, c, to allow for the total square footage of all accessory buildings on the lot to be 11.03%.

VOTE: Yes: Anderson, Barton, Blumenkopf, Huston, Peiss, Seligson, Landau
No: None

MOTION CARRIED

ADJOURNMENT:

There being no objections Chairman Landau adjourned the meeting at 7:37 p.m.

Lisa Vecchio, Deputy City Clerk/Director of Elections



CITY OF OAK PARK

Corridor Improvement Authority

5G

Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Ken Rich
Keisha Speech
City Manager
Erik Tungate

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING AUGUST 24, 2017 MINUTES

Meeting was called to order at 12:04 p.m., in the Executive Conference Room at Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Colbert and roll call was made.

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

ABSENT: Board Member Berger
Board Member Peteet

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

3. APPROVAL OF AGENDA OF AUGUST 24, 2017

MOTION by Moulden, **SECONDED** by McClellan, to approve the agenda for August 24, 2017 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF MAY 18, 2017

MOTION by McClellan **SECONDED** by Attisha, to approve the minutes of the May 18, 2017 meeting as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT

There were no members of the public in attendance.

6. UNFINISHED BUSINESS**A. Budget Amendment**

Community and Economic Development Director Marrone explained the need to amend the projected budget to reflect the actual funds present. The budget was anticipated to be higher, but due the loss of revenue in personal property tax, the Board is looking at a budget of \$16,927. Ms. Marrone suggested that the category for "materials and supplies – landscaping/holiday lights" be amended to \$9,000.

MOTION by McClellan, SECONDED by Moulden, to amend the budget as presented.

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

7. NEW BUSINESS**A. Board Elections**

Mayor McClellan nominated Daveda Colbert for Chairperson. Ms. Colbert accepted the nomination for Chairperson.

Chairperson Colbert nominated Jack Blumenkopf for Vice Chairperson. Mr. Blumenkopf accepted the nomination for Vice Chairperson.

There were no further nominees.

MOTION by McClellan, SECONDED by Attisha, to elect Daveda Colbert as Chairperson.

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

MOTION CARRIED

MOTION by McClellan, SECONDED by Attisha, to elect Jack Blumenkopf as Vice Chairperson.

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

MOTION CARRIED

B. Landscaping

Community and Economic Development Director Marrone called for opinions from the Board about what to do with the flower pots for the upcoming seasons. In the past they had taken sponsorships to pay for the pots, and promoted them with a sign, but this year we would like to stay away from signs and rather, recognize them in the City Magazine.

Mayor McClellan suggested to use the CIA's Budget towards the pots, and then get sponsorships for the rest of the required funds.

The Board collectively discussed how to decorate the pots throughout the fall and the holiday season. Ms. Marrone suggested planting mums in the pots for the fall as they are affordable within budget. The Board agreed that this would be a good idea.

Ms. Marrone also called for opinions on the landscaping around trees, referring to how REALTEAM Real Estate placed limestone around their tree on 9 Mile Road. She encouraged the Board members to go take a look at the stone, and bring back their opinions on what could be done around other trees. There was discussion among the Board about placing mulch around the trees, with the downfall being that it would need to be maintained too frequently, as stone would be more permanent.

8. FINANCIAL REPORT

Director Marrone reported that there is nothing new to report aside from the budget amendments that the Board just made this afternoon.

9. BOARD MEMBER COMMENT

Chairperson Colbert thanked the City staff for putting on great events this summer such as Summerfest BBQ Battle and Concerts in the Park; Oak Park is the most lively she has seen. Most recently, the Eclipse Party was fantastic and drew hundreds of people.

Board Member McClellan commented on how much she loves the direction the City is going, there are a lot of great things happening in Oak Park.

Vice Chairperson Blumenkopf asked Ms. Marrone if she could add everyone on the Board to the email listing that goes out to all of the City's businesses, so they can stay updated.

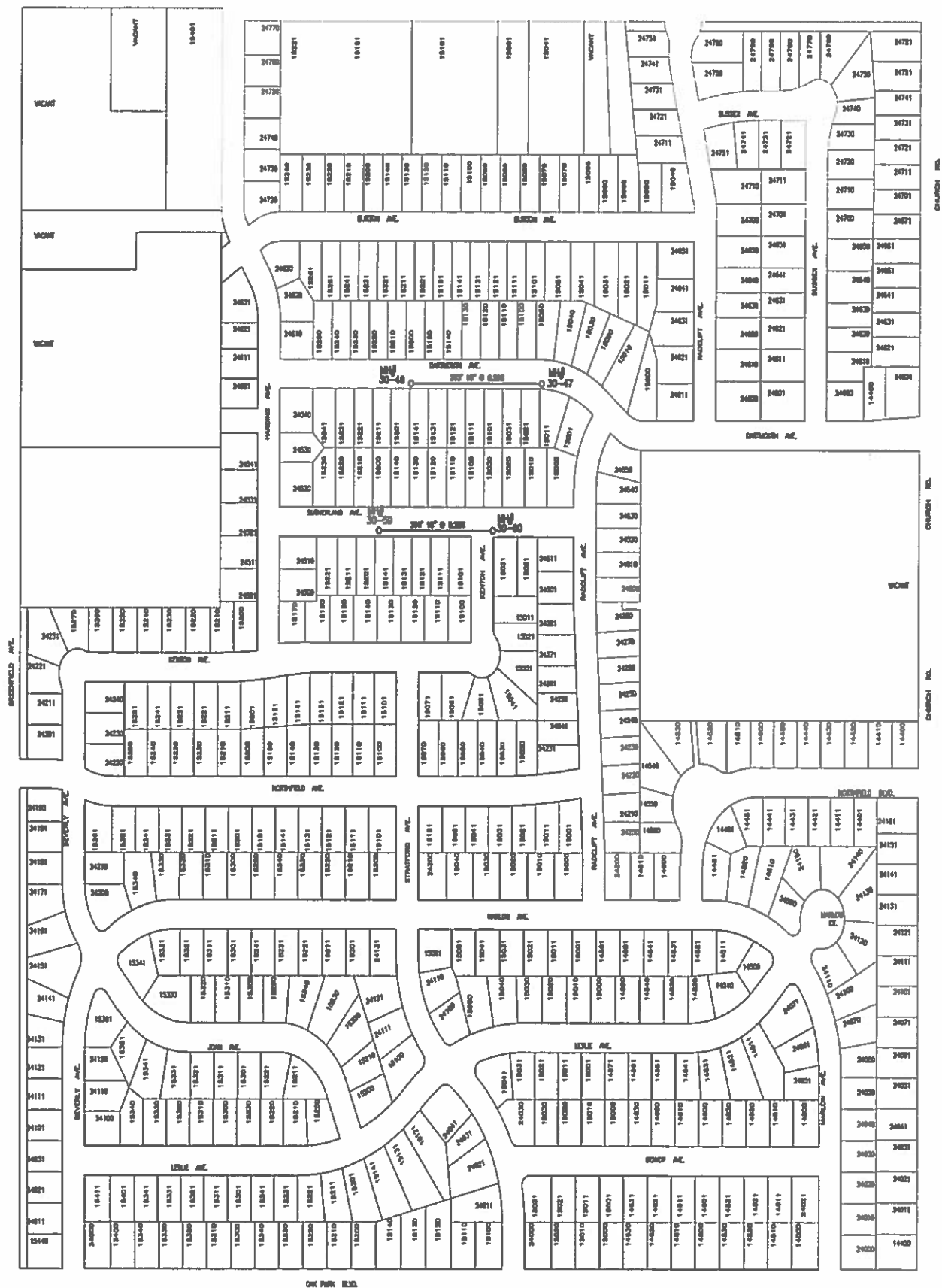
Board Member Moulden mentioned that he has noticed that local businesses do not seem to realize all of the great things that are going on within the City. He would like to see them become more involved with City events and happenings. He also presented the idea of bringing "D5O5" to Oak Park. D5O5 is an organization which helps renters, or first time home buyers, navigate buying a home. With 47% of Oak Park consisting of renters, it would be helpful to host an event within the City.

10. ADJOURNMENT

There being no objection, Chairperson Colbert adjourned the meeting at 12:42 p.m.

Lisa Vecchio, Deputy City Clerk

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 20, 2017**AGENDA #****SUBJECT:** Request authorization to bid the 2017-2018 Sewer Lining Project, M-677.**DEPARTMENT:** DPW/Technical Planning – Engineering GWS**SUMMARY:** Plans and specifications are nearly complete for the 2017-2018 Sewer Lining Project, M-677. This project will perform sewer lining for various sections of sewer found to need repairs from our television inspection program. The attached maps show the areas.**FINANCIAL STATEMENT:** There is \$200,000 budgeted in the 2017-2018 Water & Sewer budget for this expenditure.**RECOMMENDED ACTION:** It is recommended that the request to advertise for bids for the 2017-2018 Sewer Lining Project, M-677 be approved. Funding is available in the 2017-2018 Water and Sewer Fund No. 592-18-550-930.**APPROVALS:**City Manager: Kay for E.T.Department Director: KayDirector of Finance: [Signature]Budgeted: ☒**EXHIBITS:** maps





**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 20, 2017**AGENDA #**

SUBJECT: Payment Application No. 4 (FINAL) for the 2012 Sewer & Catch Basin Cleaning and TV Inspection Project, M-570.

DEPARTMENT: Technical & Planning/DPW – Engineering GWS

SUMMARY: Attached is Payment Application no. 4 (FINAL) for the 2012 Sewer & Catch Basin Cleaning and TV Inspection Project, M-570. This project cleaned and televised sewers in the section shown on the attached map. This project is now complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$199,739.75
	Change order No. 1:	<u>\$ 1,722.65</u>
	Current Contract Amount:	\$201,462.40
	Total Completed to Date:	\$ 201,462.40
	Less Retainage:	\$ 0.00
	Net Earned:	\$ 201,462.40
	Deductions:	\$ 0.00
	Balance:	\$ 201,462.40
	Payments to Date:	<u>\$ 191,475.42</u>
	Amount Due Terra Contracting, LLC:	\$ 9,986.98

RECOMMENDED ACTION: It is recommended that Payment Application no. 4 (FINAL) for the 2012 Sewer & Catch Basin Cleaning and TV Inspection Project, M-570 to Terra Contracting, LLC be approved for the total amount of \$9,986.98. Funding is available in the Water and Sewer Fund no. 592-18-550-930.

APPROVALS:City Manager: Kay for E.T.Department Director: [Signature]Director of Finance: [Signature]Budgeted: ☒**EXHIBITS:** Payment Application No. 4 (FINAL), map of area

PAYMENT APPLICATION

PROJECT: 2012 SEWER & CATCH BASIN CLEANING AND TELEVISION INSPECTION PROJECT
 OWNER: CITY OF OAK PARK, MICHIGAN
 CONTRACTOR: TERRA CONTRACTING, LLC
 21221 MULLIN AVE.
 WARREN, MI 48089

JOB NUMBER: M-570
 APPLICATION NO.: 4(FINAL)
 PERIOD ENDING: 2/12/2015

ITEM DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1 MEDIUM 6" SEWER CLEANING & TV INSPECTION	200	LFT	0	\$0.00	0	\$0.00
2 MEDIUM 10" SEWER CLEANING & TV INSPECTION	5,500	LFT	0	\$0.00	5,255	\$6,043.25
3 MEDIUM 12" SEWER CLEANING & TV INSPECTION	32,100	LFT	0	\$0.00	29,678	\$34,129.70
4 MEDIUM 15" SEWER CLEANING & TV INSPECTION	11,900	LFT	0	\$0.00	12,621	\$16,028.67
5 MEDIUM 18" SEWER CLEANING & TV INSPECTION	14,800	LFT	0	\$0.00	14,643	\$19,475.19
6 MEDIUM 21" SEWER CLEANING & TV INSPECTION	10,400	LFT	0	\$0.00	10,610	\$14,111.30
7 MEDIUM 24" SEWER CLEANING & TV INSPECTION	6,800	LFT	0	\$0.00	5,753	\$8,111.73
8 MEDIUM 27" SEWER CLEANING & TV INSPECTION	5,500	LFT	0	\$0.00	4,867	\$7,884.54
9 MEDIUM 30" SEWER CLEANING & TV INSPECTION	1,800	LFT	0	\$0.00	1,867	\$3,155.23
10 MEDIUM 33" SEWER CLEANING & TV INSPECTION	150	LFT	0	\$0.00	139	\$233.52
11 MEDIUM 36" SEWER CLEANING & TV INSPECTION	5,500	LFT	0	\$0.00	2,778	\$5,028.18
12 MEDIUM 42" SEWER CLEANING & TV INSPECTION	2,200	LFT	0	\$0.00	905	\$1,810.00
13 MEDIUM 48" SEWER CLEANING & TV INSPECTION	1,500	LFT	0	\$0.00	870	\$1,818.30
14 SEWER LATERAL PROTRUDING LEAD CUTTING	5	EA	0	\$50.00	0	\$0.00
15 CATCH BASIN STRUCTURE CLEANING	425	EA	0	\$46.11	385	\$17,752.35
16 CATCH BASIN LEAD CLEANING & TV INSPECTION	7,000	LFT	0	\$6.97	9,452	\$65,880.44

Original Contract Amount:	Period Total Amount:	\$0.00	Amount to Date:	\$201,462.40
Change Order #1:	\$198,739.75	Earnings This Period:	\$0.00	
Current Contract Amount:	\$1,722.65	Total Earnings to Date:	\$201,462.40	

Less Retainage: \$0.00
 Net Earned: \$201,462.40
 Deductions: \$0.00
 Balance: \$201,462.40
 Payments to Date: \$191,475.42

AMOUNT DUE TERRA CONTRACTING LLC.: \$9,986.98

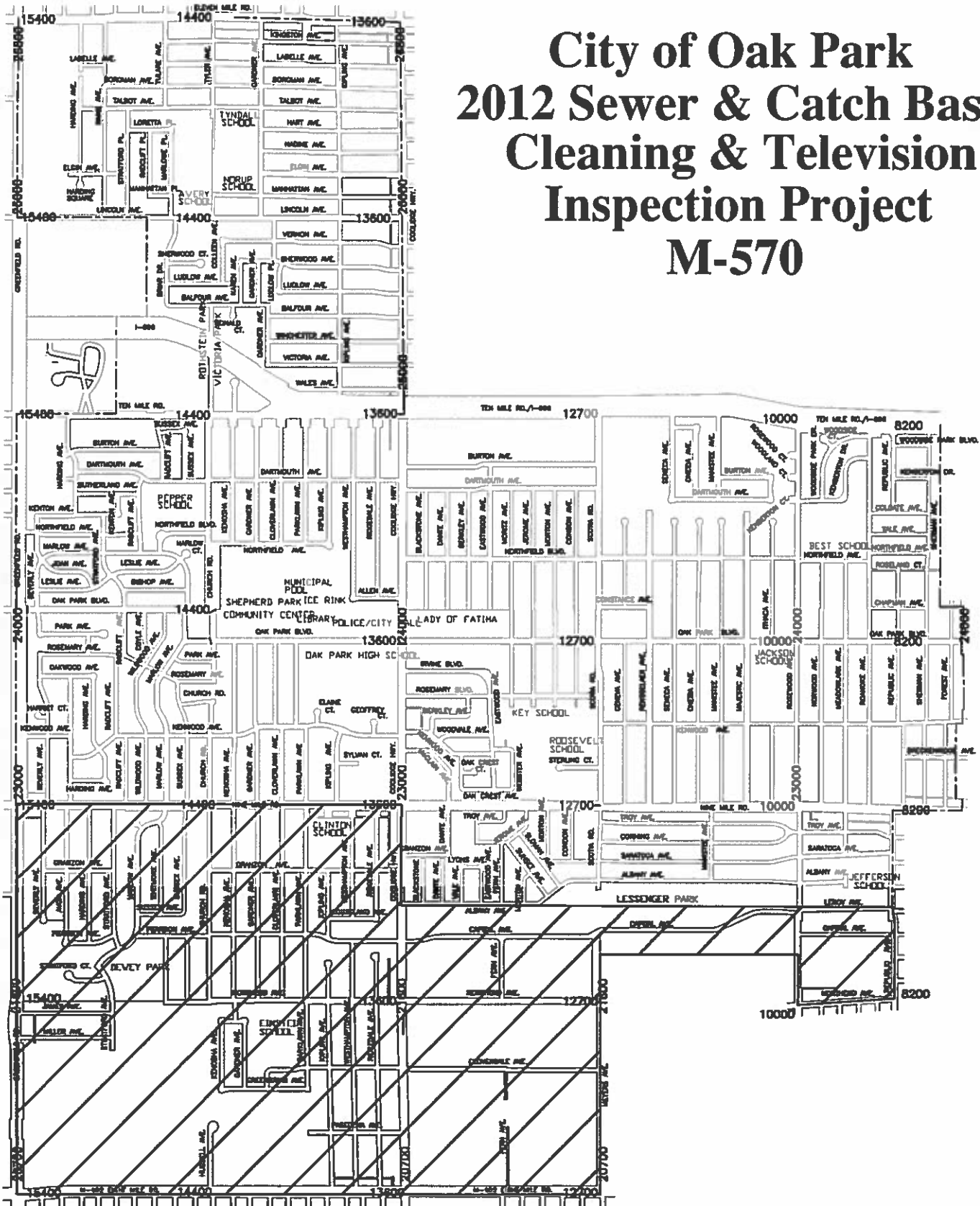
Accepted By: _____ Date: 11/1/2017

Approved By: _____ Date: 11/3/2017

Terra Contracting, LLC
 President

Genraj Surles
 Genraj Surles/Assistant City Engineer
 City of Oak Park, Michigan

City of Oak Park 2012 Sewer & Catch Basin Cleaning & Television Inspection Project M-570



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 20, 2017**AGENDA #**

SUBJECT: Payment Application No. 4 (FINAL) for the 2015 Sewer & Catch Basin Cleaning and TV Inspection Project, M-626.

DEPARTMENT: Technical & Planning/DPW – Engineering GWS

SUMMARY: Attached is Payment Application no. 4 (FINAL) for the 2015 Sewer Cleaning and Television Inspection Project, M-626. This project cleaned and televised sewers in the section shown on the attached map. This project is now complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$174,878.00
	Change order No. 1:	<u>\$ 6,998.70</u>
	Current Contract Amount:	\$181,876.70
	Total Completed to Date:	\$ 181,876.70
	Less Retainage:	\$ 0.00
	Net Earned:	\$ 181,876.70
	Deductions:	\$ 0.00
	Balance:	\$ 181,876.70
	Payments to Date:	<u>\$ 180,876.70</u>
	Amount Due Terra Contracting, LLC:	\$ 1,000.00

RECOMMENDED ACTION: It is recommended that Payment Application no. 4 (FINAL) for the 2015 Sewer Cleaning and Television Inspection Project, M-626 to Terra Contracting, LLC be approved for the total amount of \$1,000.00. Funding is available in the Water and Sewer Fund no. 592-18-550-930.

APPROVALS:City Manager: ky for E.T.Department Director: kyDirector of Finance: SCBudgeted: ☒

EXHIBITS: Payment Application No. 4 (FINAL), map of area

PAYMENT APPLICATION

PROJECT: 2015 SEWER CLEANING AND TELEVISION INSPECTION PROJECT

OWNER: CITY OF OAK PARK, MICHIGAN

CONTRACTOR: TERRA CONTRACTING, LLC
21221 MULLIN AVE.
WARREN, MICHIGAN 48099

JOB NUMBER: M-628

APPLICATION NO.: 4(FINAL)

PERIOD ENDING: 8/25/2016

ORIGINAL

ITEM	DESCRIPTION	BID QUANTITY	UNIT	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	1,000	LFT	0	\$0.00	936	\$1,022.42
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	9,100	LFT	0	\$0.00	9,359	\$10,762.85
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	41,500	LFT	0	\$0.00	37,840	\$43,516.00
4	MEDIUM 15" SEWER CLEANING & TV INSPECTION	22,100	LFT	0	\$0.00	24,085	\$30,562.55
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	23,000	LFT	0	\$0.00	21,278	\$28,299.74
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	8,600	LFT	0	\$0.00	9,461	\$12,583.13
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	10,200	LFT	0	\$0.00	10,329	\$14,563.89
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	3,100	LFT	0	\$0.00	3,012	\$4,879.44
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	6,100	LFT	0	\$0.00	6,087	\$10,267.03
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	1,200	LFT	0	\$0.00	1,357	\$2,279.76
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	5,400	LFT	0	\$0.00	5,119	\$9,265.39
12	MEDIUM 42" SEWER CLEANING & TV INSPECTION	2,000	LFT	0	\$0.00	1,894	\$3,788.00
13	MEDIUM 48" SEWER CLEANING & TV INSPECTION	0	LFT	0	\$0.00	2,336	\$6,424.00
14	MEDIUM 54" SEWER CLEANING & TV INSPECTION	0	LFT	0	\$0.00	1,175	\$3,642.50
Period Total Amount:					\$0.00	Amount to Date:	\$181,876.70

Original Contract Amount: \$174,878.00
Change Order No. 1: \$6,998.70
Current Contract Amount: \$181,876.70

Earnings This Period: \$0.00

Total Earnings to Date: \$181,876.70

Less Retainage: \$0.00

Net Earned: \$181,876.70

Deductions: \$0.00

Balance: \$181,876.70

Payments to Date: \$180,876.70

AMOUNT DUE TERRA CONTRACTING, LLC: \$1,000.00

Accepted By:

President

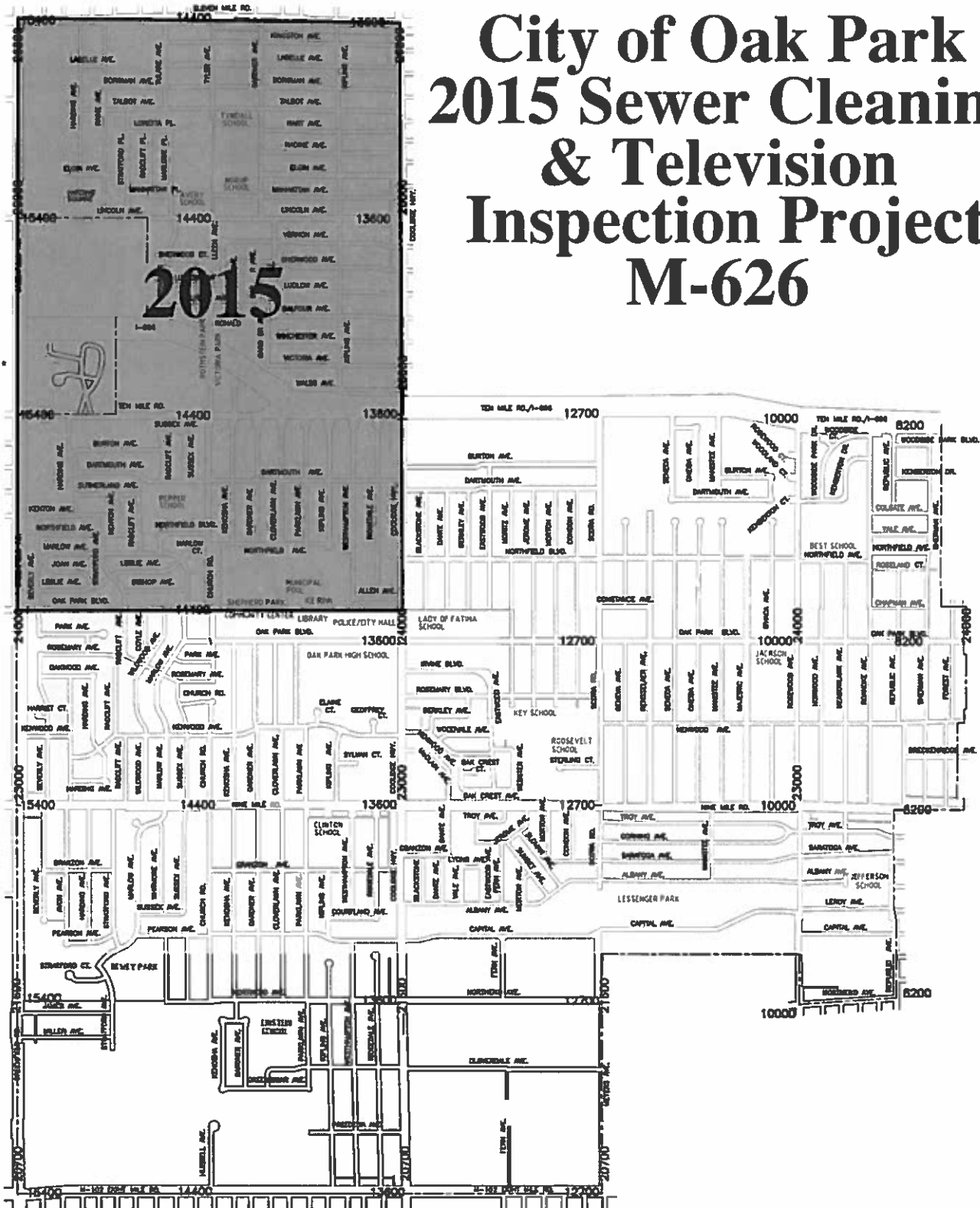
Date: 11/1/2017

Approved By:

Genralh Surles
Genralh Surles, City Assistant Engineer
City of Oak Park, Michigan

Date: 11/3/2017

City of Oak Park 2015 Sewer Cleaning & Television Inspection Project M-626





5K

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017 **AGENDA #**

SUBJECT: Payment Application no. 1 for the 2017-2018 Miscellaneous Concrete Repair Project, M-672.

DEPARTMENT: DPW/Technical & Planning – Engineering GWS

SUMMARY: Attached is Payment Application no. 1 for the 2017-2018 Miscellaneous Concrete Repair Project, M-672. To date, this project is now 76% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$183,409.40
	Total Completed to Date:	\$138,483.75
	Less Retainage:	\$ 9,170.47
	Net Earned:	\$129,313.28
	Deductions:	\$ 0.00
	Balance:	\$129,313.28
	Payments to Date:	\$ 0.00
	Amount Due Mattioli Cement Company, LLC.:	\$129,313.28

RECOMMENDED ACTION: It is recommended that Payment Application no. 1 to Mattioli Cement Company, LLC. for the 2017-2018 Miscellaneous Concrete Repair Project, M-672 be approved for the amount of \$129,313.28. Funding is available in the Water & Sewer Fund (592-18-538-930) and Local Street Fund (203-18-479-801) for this project.

APPROVALS:

City Manager: KJS for E.T.

Department Director: [Signature]

Director of Finance: [Signature]

Budgeted: ☒

EXHIBITS: Payment Application No. 1

PAYMENT APPLICATION

PROJECT: 2017-2018 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-672

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 1

CONTRACTOR: MATTIOLI CEMENT COMPANY
6085 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 10/20/2017

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT	2,680	SYD	\$10.00	2,211.11	\$22,111.06	2,211.11	\$22,111.06
2	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC.	2,350	SYD	\$47.00	1,840.38	\$86,497.70	1,840.38	\$86,497.70
3	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	870	SFT	\$4.80	2,003.97	\$9,619.06	2,003.97	\$9,619.06
4	SIDEWALK CONC. NON-REINF 4" SIDEWALK	2,100	SFT	\$4.45	1,214.54	\$5,404.70	1,214.54	\$5,404.70
5	CONC. PVMT 24" CURB & GUTTER SECTION NON REINF 9" CONC.	20	LFT	\$33.00	0.00	\$0.00	0.00	\$0.00
6	ADJUSTING DRAINAGE STRUCTURES	10	EA	\$295.00	1.00	\$295.00	1.00	\$295.00
7	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	50	SFT	\$12.00	0.00	\$0.00	0.00	\$0.00
8	AGGREGATE BASE UNDER 9" CONC. (6" 21AA CR LIMESTONE)	330	SYD	\$4.60	0.00	\$0.00	0.00	\$0.00
9	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (3" 21AA CR LIMESTONE)	2,350	SYD	\$7.00	1,795.18	\$12,566.23	1,795.18	\$12,566.23
10	DRAINAGE STRUCTURE COVER	760	LBS	\$1.79	0.00	\$0.00	0.00	\$0.00
11	MINOR TRAFFIC DEVICES	1	LSUM	\$3,000.00	0.50	\$1,500.00	0.50	\$1,500.00
12	PROJECT CLEAN UP	1	LSUM	\$980.00	0.50	\$490.00	0.50	\$490.00
13	INSPECTION CREW DAYS	16	DAY	\$320.00	12.00	\$5,120.00	12.00	\$5,120.00

Period Total Amount: \$138,483.75

Amount to Date: \$138,483.75

Earnings This Period:

\$183,409.40

Original Contract Amount:

Total Earnings to Date:

\$138,483.75

Less Retainage:

\$9,170.47

Net Earned:

\$129,313.28

Deductions:

\$0.00

Balance:

\$129,313.28

Payments to Date:

\$0.00

AMOUNT DUE MATTIOLI CEMENT COMPANY: \$129,313.28

Accepted By:


Mattioli Cement Company

Date: Nov 3 2017

Approved By:


Gerrajh Surles, Assistant City Engineer
City of Oak Park, Michigan

Date: 11/3/2017



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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Payment Application No. 1 (final) for the 2017 Elevated Water Storage Tank Painting Project, M-667.

DEPARTMENT: Technical & Planning/DPW – Engineering KJY

SUMMARY: Attached is Payment Application no. 1 (final) for the 2017 Elevated Water Storage Tank Painting Project, M-667. This project painted the interior and exterior of the City's water tank. This project is now complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$252,500.00
	Total Completed to Date:	\$252,500.00
	Less Retainage:	\$ 0.00
	Net Earned:	\$252,500.00
	Deductions:	\$ 0.00
	Balance:	\$252,500.00
	Payments to Date:	\$ 0.00
	Amount Due LC United Painting Co.:	\$252,500.00

RECOMMENDED ACTION: It is recommended that Payment Application no. 1 (final) for the 2017 Elevated Water Storage Tank Painting Project, M-667 to LC United Painting Co. be approved for the total amount of \$252,500.00. Funding is available in the Water and Sewer Fund no. 592-18-538-930.

APPROVALS:

City Manager: KJY for E.T.

Department Director: [Signature]

Director of Finance: [Signature]

Budgeted: ☒

EXHIBITS: Payment Application No. 1 (final)

City of Oak Park
1400 Oak Park Blvd
Oak Park, MI 48237

Object: 2017 REPAIR ELEVATED WATER
STORAGE TANK

ਪ੍ਰਤੀਬੱਧਤਾ ਦੇ ਪਾਠ

Change Order Summary

<u>Approved Change Orders</u>	
<u>Number</u>	<u>Additions Deductions</u>
TOTALS	\$ _____ \$ _____
NET CHANGE BY CHANGE ORDERS	- -

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is undesignated Contractor certifies that: (1) all previous progress payments received by Owner on account of Work done under this Contract have been applied on account to achieve Contractor's legitimate obligations incurred in connection with Work covered by this Application for Payment; (2) this all Work, materials and equipment incorporated in or for Work or otherwise listed in or covered by this Application for Payment will pass to said Work or otherwise listed in or covered by this Application for Payment and will be covered by payment there and clear of all liens, security interests and encumbrances other than as are covered by a bond acceptable to Owner indemnifying Owner against a such liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment to be in accordance with the Contract Documents and is not defective.

Kate Kelly

Date: 10-10-2017

Amesbury's Best

June-July 2017

From Darkness:

FROM (continued):
L.C. UNITED Airming Co. Inc
3525 BARBARA DR
STERLING HTS MI 48310

QUINCY COUNCIL NO.:

M-667

Advertisement

10-10-2017

W22

100 Engineering
Dhan Engineering Inc

Engineering Project No.:

- | | |
|---|---------------|
| 1. ORIGINAL CONTRACT PRICE | \$ 252,500.00 |
| 2. Net change by Change Order | \$ 0.00 |
| 3. CURRENT CONTRACT PRICE (Lino 1 ± 2) | \$ 252,500.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(On Progress Estimate) | \$ 0.00 |
| 5. RETAINAGE: | |
| a. % n \$ | 0.00 |
| b. AMOUNT ELIGIBLE TO DATE (Lino 4 - Lino 5e) | \$ 252,500.00 |
| 6. LESS PREVIOUS PAYMENTS (Lino 6 from prior Application) | \$ -0- |
| 7. AMOUNT DUE THIS APPLICATION | \$ 252,500.00 |

By recommending payment, Engineer will not thereby be deemed to have represented that: 1) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or 2) that there may not be other problems or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Patient of:

252,500.00
(line 8 or other - attach explanation of other amount)

(Line 8 or other - attach explanation of other amount)

Is research needed by:

(Engineer)

(Date)

Programs of

§ 170.6 or other already contribution of other amount)

41 Two or other - at least equivalent of other amount)

Intelligent Mail

Dinner

(Date)

Payment of:

(Line 8 or other - attach explanation of other amounts)

(Line 8 or other - attach explanation of other amounts)

Is approved by:

Funding Agency (if applicable)

(Date)



5M

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Proposed Change Order No. 1 and Payment Application No. 5 for the 2017 Granzon Avenue Reconstruction Project, M-650.

DEPARTMENT: Technical & Planning/DPW – Engineering GWS

SUMMARY: Attached are Proposed Change Order No. 1 and Payment Application No. 5 for the 2017 Granzon Avenue Reconstruction Project, M-650. This project replaced storm sewers and roadway pavement as shown on the attached map. The Change Order is a reduction based on final, as-built measurements. This project is approximately 99% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$971,425.00
	Change Order No. 1	<u>(\$ 2,629.84)</u>
	New Contract Amount:	\$968,795.16
	Total Completed to Date:	\$968,795.16
	Less Retainage:	\$ 5,000.00
	Net Earned:	\$963,795.16
	Deductions:	\$ 0.00
	Balance:	\$963,795.16
	Payments to Date:	<u>\$952,963.86</u>
	Amount Due Florence Cement Company:	\$ 10,811.30

RECOMMENDED ACTION: It is recommended that Change Order No. 1 for the 2017 Granzon Avenue Reconstruction Project, M-650 be approved to Florence Cement Company for the amount of (\$2,629.84). It is further recommended that Payment Application No. 5 to Florence Cement Company of Shelby Township, MI for the 2017 Granzon Avenue Reconstruction Project, M-650, be approved for the total amount of \$10,811.30. Funding is available as follows: \$500,000 in the FY 2016-17 Local Street Budget, \$151,000 in the Water & Sewer Fund for sewer work on the project, and the balance is proposed in the FY 2017-18 Local Street Budget. This payment will be distributed accordingly.

APPROVALS:

City Manager: Kay for E.T.

Department Director: [Signature]

Director of Finance: [Signature]

Budgeted: ☒

EXHIBITS: Payment Application No. 5, Change Order No. 1, map of area

PAYMENT APPLICATION

PROJECT: Granton Ave. Reconstruction Project OWNER: City of Oak Park, Michigan CONTRACTOR: Florence Cement Company 12585 23 Mile Rd. Shelby Twp., MI 48315	JOB NUMBER: M-650 APPLICATION NO.: 5 PERIOD ENDING: 11/3/17 PAGE: 1 of 2	
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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	\$48,000.00	0.00	\$0.00	1.00	\$48,000.00
2	Pavement Removal, Modified SP	11,000	SYD	\$5.00	0.00	\$0.00	10,668.25	\$53,491.25
3	Drainage Structure, Removing, Modified SP	25	EACH	\$300.00	0.00	\$0.00	26.00	\$7,800.00
4	Sewer Remove Under 24"	725	LFT	\$10.00	0.00	\$0.00	711.00	\$7,110.00
5	Subgrade Undercutting, (Modified)	600	CYD	\$46.00	0.00	\$0.00	542.78	\$24,967.88
6	Machine Grading, Modified SP	25.50	STA	\$3,100.00	0.00	\$0.00	25.40	\$79,019.00
7	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	30	EACH	\$100.00	0.00	\$0.00	28.00	\$2,800.00
8	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	9,500	SYD	\$9.00	139.84	\$1,258.56	9,283.43	\$83,550.87
9	Maintenance gravel, Modified SP	300	TON	\$18.00	0.00	\$0.00	219.50	\$3,951.00
10	Drainage Structure, 24 inch (Inlet), Modified SP	13	EACH	\$1,100.00	0.00	\$0.00	13.00	\$14,200.00
11	Drainage Structure, 48 inch Diameter, Modified SP	12	EACH	\$1,400.00	0.00	\$0.00	13.00	\$18,200.00
12	Drainage Structure Cover	3,800	LBS	\$2.00	8.80	\$8.00	9,500.00	\$19,000.00
13	Adjusting Drainage Structure Cover Case 1, Modified SP	15	EACH	\$400.00	0.00	\$0.00	8.00	\$3,200.00
14	Sewer Pipe 12" Class IV Reinl. Concrete Pipe	725	LFT	\$68.00	0.00	\$0.00	711.00	\$41,238.00
15	Underdrain Subgrade, Open Graded 6", Modified SP	5,500	LFT	\$0.00	0.00	\$0.00	4,972.00	\$44,748.00
16	Conc. Pavement, Non-Reinl 7" Conc., Modified SP	9,500	SYD	\$38.00	139.84	\$5,034.24	9,283.43	\$334,203.48
17	Sidewalk Conc.- NonReinl 6" Conc. Sidewalk/Drive App., Modified SP	500	SFT	\$7.00	0.00	\$0.00	220.26	\$1,587.82
18	Sidewalk Conc.- NonReinl 6" Conc. Sidewalk/Drive App., Modified SP	8,700	SFT	\$5.50	0.00	\$0.00	9,720.05	\$53,493.28
19	Sidewalk Conc.- NonReinl 4" Concrete Sidewalk Modified SP	5,700	SFT	\$5.00	0.00	\$0.00	5,326.95	\$26,634.75
20	Cast In Place Detectable/ Tactile Warning Surface.	600	SFT	\$14.00	0.00	\$0.00	577.00	\$8,078.00
21	Class A Sodding, Modified SP	5,500	SYD	\$8.75	0.00	\$0.00	4,266.12	\$37,378.55
22	Minor Traffic Device, Modified SP	1	LSUM	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
23	Salvage Sign, Modified SP	20	EACH	\$115.00	14.00	\$1,610.00	30.00	\$3,450.00
24	Project Cleanup	1	LSUM	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
25	Inspection Crew Days, Modified SP	3320	DAY	65.00	0.00	\$0.00	1.50	\$480.00
26	Sewer Trap, 12" and Under	0	EACH	\$160.00	0.00	\$0.00	13.00	\$5,960.00
27	8" CL54, Ductile Iron Water Main Pipe	0	LFT	\$95.00	0.00	\$0.00	74.00	\$7,030.00
28	Sewer Tap 12"	0	EACH	500.00	0.00	\$0.00	2.00	\$1,000.00
29	Disching Time and Materials	0	TRM	7,178.78	0.00	\$0.00	1.00	\$7,178.78
30	Model 2030-B AMCO Towable Dric	0	LSUM	\$8,058.00	0.00	\$0.00	1.00	\$8,058.00
31	Inspation Piping	0	LFT	\$2.10	435.00	\$913.50	435.00	\$913.50
32	Sprinkler Heads	0	EACH	\$72.50	39.00	\$1,995.00	38.00	\$1,995.00
Period Amount:							Amount to Date: \$988,785.16	

PROJECT:
OWNER:
CONTRACTOR:

Granton Ave. Reconstruction Project
City of Oak Park, Michigan
Florence Cement Company
12585 23 Mile Rd.
Shelby Twp., MI 48315

JOB NUMBER: M-650
APPLICATION NO.: 5
PERIOD ENDING: 11/3/17
PAGE: 2 of 2

Contract Amount: \$871,425.00
Proposed Change Order #1: (\$2,029.84)
Proposed New Contract Amount: \$869,395.16

Earnings This Period: \$10,811.30
Total Earnings to Date: \$988,795.16
Loss Retainage: \$5,000.00
Net Earned: \$983,795.16
Deductions: \$0.00
Balance: \$983,795.16
Payments to Date: \$952,983.86

Amount Due: \$10,811.30

Accepted By:


Florence Cement Company
(Jordan Sirhan)

Date: 11/16/17


Gerrah Surles - Assistant City Engineer
City of Oak Park, Michigan

Date: 11/13/2017

CHANGE ORDER

Granzon Ave. Reconstruction Project

M-650

City of Oak Park, Michigan

1

**Florence Cement Company
12585 23 Mile Road
Shelby Twp., MI 48315**

1 OF 2

TO THE CONTRACTOR:

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

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

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

Item No.	Description	Original Bld Quantity	Unit	Price	Decreased Quantity	Quantity to Date	Decreased Amount
2	Pavement Removal, Modified SP	11,000	SYD	\$5.00	-301.75	10,698.25	-\$1,508.75
4	Sewer Remove under 24"	725	LFT	\$10.00	-14.00	711.00	-\$140.00
6	Machine Grading, Modified SP	25.50	STA	\$3,100.00	-0.01	25.49	-\$31.00
7	Erosion Control Inlet Filter, Fabric Dmp, Modified SP	30	EACH	\$100.00	-2.00	28.00	-\$200.00
8	Aggregate Base Under Conc.(6" 21AA Limestone)	9,500	SYD	\$9.00	-216.57	9,283.43	-\$1,949.13
9	Maintenance Gravel	300	TON	\$18.00	-80.50	219.50	-\$1,449.00
13	Adjusting Drainage Structure Cover case 1, Modified SP	15	EACH	\$400.00	-7.00	8.00	-\$2,800.00
14	Sewer Pipe 12" Class IV Relinf. Concrete Pipe	725	LFT	\$58.00	-14.00	711.00	-\$812.00
15	Underdrain Subgrade, Open Grained 6", Modified SP	5,500	LFT	\$9.00	-528.00	4,972.00	-\$4,752.00
16	Conc. Pavement, Non-reinf, 7" Conc. Modified SP	9,500	SYD	\$36.00	-216.57	9,283.43	-\$7,796.52
17	Sidewalk Conc. Non-Reinf 8" Conc Sidewalk/Drive App. Modified SP	500	SFT	\$7.00	-271.74	228.26	-\$1,902.18
19	Sidewalk Conc. Non-Reinf 4" Concrete Sidewalk Modified SP	5,700	SFT	\$5.00	-373.05	5,326.95	-\$1,865.25
20	Cast In Place Detachable/Tactile Warning Surface	600	SFT	\$14.00	-23.00	577.00	-\$322.00
21	Class A Sodding, Modified SP	5,500	SYD	\$8.75	-1,233.88	4,266.12	-\$10,796.45
25	Inspection Crew Days, Modified SP	65	DAY	\$320.00	-63.50	1.50	-\$20,320.00

Totals:		(\$56,644.28)
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CHANGE ORDER

PROJECT:

Granzon Ave. Reconstruction Project

JOB NUMBER:

M-650

OWNER:

City of Oak Park, Michigan

CHANGE ORDER NO.:

1

CONTRACTOR:

Florance Cement Company
12585 23 Mile Road
Shelby Twp., MI 48315

PAGE:

2 OF 2

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
3	Drainage Structure Removing, modified SP	25	EACH	\$300.00	1.00	26.00	\$300.00
5	Subgrade Undercutting, Modified SP	500	CYD	\$46.00	42.78	542.78	\$1,967.88
11	Drainage Structure, 48 inch, Modified SP	12.00	EACH	\$1,400.00	1.00	13.00	\$1,400.00
12	Drainage Structure Cover	3,800	LBS	\$2.00	5,700.00	9,500.00	\$11,400.00
18	Sidewalk Conc. Non-Rein 6" Conc. Sidewalk/Drive app. Modified SP	8,700	SFT	\$5.50	1,036.05	9,736.05	\$5,443.28
23	Salvage Sign, Modified SP	20	EACH	\$115.00	10.00	30.00	\$1,150.00
26	Sewer Trap, 12" and under	0	EACH	\$460.00	13.00	13.00	\$5,980.00
27	8" CL54 Ductile Iron Water Main Pipe	0	LFT	\$95.00	74.00	74.00	\$7,030.00
28	Sewer Tap 12"	0	EACH	\$500.00	2.00	2.00	\$1,000.00
29	Discing Time and Materials	0	T/M	\$7,178.78	1.00	1.00	\$7,178.78
30	Model 2030-B Towable Disc	0	LSUM	\$8,056.00	1.00	1.00	\$8,056.00
31	Irrigation Piping	0	LFT	\$2.10	435.00	435.00	\$913.50
32	Sprinkler Head	0	EACH	\$52.50	38.00	38.00	\$1,995.00
Totals:							\$54,014.44

SUMMARY

Total Increase \$54,014.44
Total Decrease (\$2,044.20)
Total Amount for Change Order No. 1: (\$2,029.84)

Jed Ad (Jordan Ad)
Florance Cement Company
Date 11/16/17

Original Contract Amount: \$971,425.00
Change Order No. 1: (\$2,020.84)
New Contract Amount: \$969,404.16

Gerrald Surles
Gerrald Surles, Assistant City Engineer
Date 11/13/2017





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Payment Application no. 5 for the 2017 Water Main Replacement Project, M-649.

DEPARTMENT: Technical & Planning – Engineering GWS

SUMMARY: Attached is Payment Application No. 5 for the 2017 Water Main Replacement Project, M-649. This project replaced water mains on Kipling Ave. between Nine Mile Road and Kenwood Avenue, on Harding Avenue from Nine Mile Road to Pearson, and on Labelle from Coolidge to just West of Kipling, as shown on the attached map. The project is approximately 93% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$ 766,998.00
	Total Completed to Date:	\$ 716,521.97
	Less Retainage:	\$ 38,349.90
	Net Earned:	\$ 678,172.07
	Deductions:	\$ 0.00
	Balance:	\$ 678,172.07
	Payments to Date:	<u>\$ 549,712.57</u>
	Amount Due Aielli Construction Co., Inc.:	\$ 128,459.50

RECOMMENDED ACTION: It is recommended that Payment Application no. 5 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co., Inc. be approved for the amount of \$128,459.50. There is \$800,000 budgeted in the Water & Sewer Fund for this project.

APPROVALS:

City Manager: Kry for E.T.

Department Director: Kry

Director of Finance: [Signature]

Budgeted: ☒

EXHIBITS: Payment Application No. 5, map of areas

PAYMENT APPLICATION

PROJECT: 2017 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Aielli Construction Co. Inc.
 47850 Van Dyke
 Shelby Twp., MI 48317

JOB NUMBER: M-649
APPLICATION NO.: 5
PERIOD ENDING: 11/3/17
PAGE: 1 of 2

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	\$15,000.00	0.00	\$0.00	1.00	\$15,000.00
2	Mixer Traffic Device, Modified SP	1	LSUM	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
3	Pavement Removal, Modified SP	3,205	SYD	\$7.50	366.10	\$2,745.75	3,333.32	\$24,999.90
4	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	3,745	LFT	\$70.00	0.00	\$0.00	3,707.69	\$259,538.30
5	Install Fire Hydrant, EJIW 5BR-250	12	EACH	\$3,600.00	0.00	\$0.00	12.00	\$43,200.00
6	Kipling Water Main Connection "A" @ Kipling Ave / Kenwood Ave. Intersection	1	LSUM	\$9,500.00	0.00	\$0.00	1.00	\$9,500.00
7	Kipling Water Main Connection "B" @ Kipling Ave / Nine Mile Rd. Intersection	1	LSUM	\$6,100.00	0.00	\$0.00	1.00	\$6,100.00
8	Harding Water Main Connection "A" @ Harding Ave / Nine Mile Rd. Intersection	1	LSUM	\$20,000.00	0.00	\$0.00	1.00	\$20,000.00
9	Harding Water Main Connection "B" @ Harding Ave / Pearson Intersection	1	LSUM	\$6,250.00	0.00	\$0.00	1.00	\$6,250.00
10	Install 8" Gate Valve and Well	10	EACH	\$3,400.00	2.00	\$6,800.00	10.00	\$34,000.00
11	Remove/Replace Short Side Service Curb Stop Box 3/4" to 1"	41	EACH	\$215.00	17.00	\$3,655.00	45.00	\$9,675.00
12	Remove/Replace Short Side Service Curb Stop Box 1.5" to 2"	10	EACH	\$290.00	0.00	\$0.00	5.00	\$1,450.00
13	Service Transfer (long and short side) 3/4" to 1"	108	EACH	\$700.00	34.00	\$23,800.00	90.00	\$63,000.00
14	Service Transfer (long and short side) 1.5" to 2"	10	EACH	\$1,250.00	0.00	\$0.00	12.00	\$15,000.00
15	3/4" to 1" Type K Copper	425	LFT	\$10.50	79.16	\$831.18	242.00	\$2,541.00
16	1.5" to 2" Type K Copper	50	LFT	\$20.00	0.00	\$0.00	9.25	\$185.00
17	Remove Existing Fire Hydrant	8	EACH	\$350.00	2.00	\$700.00	8.00	\$2,800.00
18	Remove Existing Gate Valve and Well	6	EACH	\$400.00	1.00	\$400.00	5.00	\$2,000.00
19	Abandon Existing Water Mains Harding and Kipling Ave.	1	LSUM	\$5,800.00	0.00	\$0.00	0.00	\$0.00
20	Conc. Pavement With Integral curb and gutter, Non-Reinf. 8", Modified SP	185	SYD	\$66.00	146.43	\$9,664.38	352.37	\$23,256.42
21	Sidewalk Conc. Non-Reinforced 6" Conc. Sidewalk/Drive Approach, Modified SP	9,650	SFT	\$4.90	3,562.76	\$17,457.52	9,952.69	\$48,768.18
22	Sidewalk Conc. Non-Reinforced 4" Conc. Sidewalk/Driveway, Modified SP	17,300	SFT	\$3.75	4,707.19	\$17,651.96	18,190.62	\$68,214.83
23	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	180	SYD	\$6.00	0.00	\$0.00	205.94	\$1,235.64
24	Cast In Place Detectable/ Tactile Warning Surface	142	SFT	\$25.00	67.00	\$1,675.00	167.00	\$4,175.00
25	Underdrain Subgrade, Open Graded 6", Modified SP	100	LFT	\$10.00	0.00	\$0.00	9.00	\$90.00
26	Class A Sodding, Modified SP	3,810	SYD	\$7.00	3,904.10	\$27,328.70	3,904.10	\$27,328.70
27	Adjusting Drainage Structure Cover, Case 1, Modified SP	1	EACH	\$500.00	0.00	\$0.00	0.00	\$0.00
28	Drainage Structure Cover	4,180	LBS	\$1.35	0.00	\$0.00	3,040.00	\$4,104.00
29	Salvage Sign, Modified SP	14	EACH	\$50.00	0.00	\$0.00	3.00	\$150.00
30	Erosion Control, Inlet Filler, Fabric Drop, Modified SP	27	EACH	\$80.00	0.00	\$0.00	12.00	\$960.00
31	Maintenance Gravel, Modified SP	1,100	TON	\$19.00	0.00	\$0.00	0.00	\$0.00
32	Crossing Existing Water Mains, Sewers	7	EACH	\$250.00	1.00	\$250.00	12.00	\$3,000.00
33	Unidentified Irrigation System Repairs - Sprinkler Lines	100	LFT	\$3.00	0.00	\$0.00	0.00	\$0.00
34	Unidentified Irrigation System Repairs - Sprinkler Heads	30	EACH	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Project Cleanup	1	LSUM	7,500.00	1.00	\$7,500.00	1.00	\$7,500.00
36	Inspection Crew Days, Modified SP	\$320.00	DAY	63.00	17.00	\$0.00	70.25	\$0.00
6	Labelle Water Main Connection "A" @ Labelle Ave / Coolidge Hwy Intersection	1	LSUM	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00
7	Labelle Water Main Connection "B" @ Labelle Ave / Labelle ave. west of Kipling	1	LSUM	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00

\$128,459.50 **\$716,521.97**

PROJECT: 2017 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Aielli Construction Co. Inc.
47850 Van Dyke
Shelby Twp., MI 48317

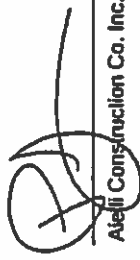
JOB NUMBER: M-649
APPLICATION NO.: 5
PERIOD ENDING: 11/3/17
PAGE: 2 of 2

Original Contract Amount: \$766,998.00

Earnings This Period: \$128,459.50
Total Earnings to Date: \$716,521.97
Less Retainage: \$38,349.90
Net Earned: \$678,172.07
Deductions: \$0.00
Balance: \$678,172.07
Payments to Date: \$549,712.57

Amount Due: \$128,459.50

Accepted By:


Aielli Construction Co. Inc.

Date:

11/13/17


Gerrajh Surtes, Assistant City Engineer
City of Oak Park, Michigan

Date:

11/13/2017

City of Oak Park 2017 Water Main Replacement Project M-649

PROJECT AREAS

PROJECT AREAS

MERCHANT'S LICENSES – NOVEMBER 20, 2017

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
AVIS Management	26640 Harding	\$150	Property Management
Onyx Market	10850 Nine Mile	\$900	Retail
Soltman Heating & Cooling	8650 Nine Mile	\$675	HVAC
Motown Body Oils	13807 Nine Mile	\$150	Retail

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Impressive Style Inc	8575 Capital	\$900	Cabinet Maker
Igor's Auto Repair	13350 Capital	\$900	Auto Repair
International Cybergraphix	25900 Greenfield #256	\$150	Graphic Design
Egosummore	8960 Nine Mile	\$225	
Peteets Famous Cheesecakes	13835 Nine Mile	\$225	Restaurant

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 485225**November 9, 2017**

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, October 31, 2017

\$12,083.34**Fee Total****Costs Advanced:**

Date	Description	Amount
10/06/17	Oakland County Register of Deeds, Recording Fee for JSR Funding-23070 Oneida Title Issue.	30.00
10/09/17	Fee to State of Michigan for service fee	3.00
10/09/17	Reproduction Charges 18 @ .15 18 @ 0.15	2.70
10/13/17	Reproduction Charges 8@.15 8 @ 0.15	1.20
10/23/17	Fee to Pacer Service Center for research	6.50
10/26/17	Reproduction Charges 18 @ .15 18 @ 0.15	2.70
	Total Costs Advanced	\$46.10

Total Fees and Disbursements: \$12,129.44

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 485227

November 9, 2017

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

*Re: Harmony Montessori Center v City of Oak
Park*

*Client 7406
Matter 4*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, October 31, 2017

\$112.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$112.00

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 485228

November 9, 2017

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

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

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, October 31, 2017

\$1,358.00

Fee Total

Costs Advanced:

Date	Description	Amount
09/06/17	Reproduction Charges 1 .15 1 @ 0.15	0.15
09/26/17	Fee for electronic filing in Oakland County - Appearance Filed DFT/POS	5.16
Total Costs Advanced		\$5.31

Total Fees and Disbursements: \$1,363.31

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 485229

November 9, 2017

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

*Re: Judy Kish and Joyce Bannon, et al v City of
Oak Park*

*Client 7406
Matter 31*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, October 31, 2017

\$854.50

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$854.50

*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.*

SECRET
SW
WARDLE

SECRET, WARDLE, LYNCH
HAMPTON, TRUEX & MORLEY
2600 TROY CENTER DRIVE P.O. BOX 5025
TROY, MICHIGAN 48007-5025
(248) 851-9500

IRS # 38-1863919

City of Oak Park
Erik Tungate
13600 Oak Park Blvd
Oak Park, MI 48237

November 8, 2017
Invoice # 1320457
Client No. M1409
Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered:

CURRENT BILLING SUMMARY THROUGH OCTOBER 31, 2017

Fees for Professional Services	\$17,200.00
Expenses Advanced	\$39.95
CURRENT BILL DUE	\$17,239.95

PLEASE REMIT TO: SECRET, WARDLE, LYNCH,
HAMPTON, TRUEX & MORLEY, PC
P.O. BOX 772725
CHICAGO, IL 60677-2007



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Recommendation of the Planning Commission for Zoning Ordinance text amendments to Article II, Definitions, Article VIII, Section 802, Special Land Uses, and Article XIX, Section 1919, Self-storage Warehouse.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the November 13, 2017 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendments for Self-storage Facilities would no longer permit the use in the B-2, General Business District and would update the regulations for these uses where they are permitted in the LI, Light Industrial District.

The Planning Commission voted to recommend to the City Council adoption of the text amendments.

RECOMMENDED ACTION: The City Council consider accepting the recommendation of the Planning Commission and conduct the first reading of the proposed text amendments to the City of Oak Park Zoning Ordinance, Article II, Definitions, Article VIII, Section 802, Special Land Uses, and Article XIX, Section 1919, Self-storage Warehouse.

APPROVALS:

City Manager: K. J. G. E. T.

Director: M. B. K. H.

Finance Director: J. C.

Budgeted: ☐ N/A

EXHIBITS: Memorandum, proposed ordinance for adoption.



CITY OF OAK PARK

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

MEMORANDUM

TO: Planning Commission members DATE: November 2, 2017
FROM: Kevin Rulkowski, AICP, City Planner FILE: Planning/Self
Storage Proposed
Regs 1711
SUBJECT: Self-Storage Facilities – proposed text amendments.

The Department of Community & Economic Development proposed at the October meeting amendments to the City's Self-storage regulations. A Public Hearing was scheduled for the November meeting to hear public comment on the proposed changes.

As was discussed at the October meeting, over the last few years the Planning Commission has reviewed a number of new self-storage facilities throughout the City. The approvals range from brand new buildings to renovation of existing office and warehouse buildings. The number of self-storage units in Oak Park most likely number now in the thousands. Although these uses may be profitable for the owners, the overall benefit to the City is fairly low. Available industrial property is currently very low and it is questionable that these types of land uses may not be in the overall best interests of the community in the long run.

Since May there has been a moratorium on the review and approval of any new self-storage facilities in the City. City staff has reviewed a number of regulations from other communities for this type of land use and have determined that some additional regulations should be adopted. Attached are the proposed Section 1919 Self-storage (mini) warehouse amended regulations.

If the proposed Zoning Ordinance text amendments are acceptable to the Planning Commission the Department of Community & Economic Development recommends approving the attached proposed ordinance.

Sec. 1919. - Self-storage (mini)-warehouse Facilities.

Self-storage ~~or mini-warehouses~~ facilities may be permitted in certain districts as specified in the ordinance, subject to the following requirements:

- A. The owner and/or operator shall not permit any non-storage business activity to be conducted from individual storage units. The purpose of self-storage ~~warehouses~~ facilities shall be limited to storage of private property by individuals.
- B. The minimum spacing between self-storage buildings shall be 30 feet where a one-way traffic pattern is used and 40 feet for two-way movement of customer vehicles.
- C. If an office and caretaker's quarters are proposed on-site, they shall occupy a single building.
- D. If the site of a ~~warehouse~~ self-storage facility directly abuts or lies across the street from a residential district, a masonry screen wall, obscuring fence and/or a landscaped greenbelt shall be provided, at the discretion of the city council. In deciding what type of screening to require, the council shall evaluate which would be most appropriate to the neighborhood area in question.
- E. ~~Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be screened on all sides by a six-foot high masonry wall of face brick, six-foot high simulated brick pattern poured concrete wall, or a six-foot high treated-wood or vinyl obscuring fence. The plan shall detail the location, height and type of wall/fence proposed. Every self-storage warehouse shall have an employee on-site at all times during business hours.~~
- F. No individual self-storage unit shall have an interior width greater than ten-feet and there shall be no electrical service to individual units that could be used by customers.
- G. There shall be no storage of hazardous, flammable, explosive, or toxic materials in any storage units at any time.
- H. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be utilized only for recreation vehicles, private automobiles, and customarily manufactured non-commercial vehicles. The intent of this subsection is to prevent use of these facilities for contractor's storage yards, heavy equipment etc.
- I. ~~Box trucks for use by lessees or rental by the general public, subject to the following:~~
 - a. ~~The self-storage facility may store on the premises not more than two (2) box trucks for moving/transportation of personal property to and from the self-storage facility by lessees of the self-storage facility units.~~
 - b. ~~The public self-storage facility may have up to six (6) box trucks available for rent by the general public, provided that trucks requiring a commercial driver's license to operate shall be prohibited.~~
 - c. ~~Box trucks shall be parked behind the front building line of the self-storage facility. The box trucks shall not be parked or otherwise situated upon the property of the public self-storage facility in such a manner that the box trucks serve as signs or advertisements of any kind.~~
- J. All vehicular use and outdoor storage areas shall be paved with asphalt or concrete.
- K. The minimum lot size for self-storage facilities shall be five (5) acres.

New text language in red.

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE II, DEFINITIONS, SECTION 204, ARTICLE VIII, SECTION 802, SPECIAL LAND USES, AND ARTICLE XIX, SECTION 1919, SELF-STORAGE WAREHOUSE, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

Article II, Definitions, Article VIII, Section 802, Special Land Uses, Article XVII, Section 1725, Site Plan Review, and Article XIX, Section 1919, Self-storage Warehouse

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article II, Definitions, Section 204, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to add the following:

Sec. 204. – Definitions N through S.

Self-storage Facilities - A building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized units which are accessed by separate exterior doorways for each unit, designed for the storage of property for individuals, organizations, and businesses.

SECTION 2. Article VIII, Section 802, Special Land Uses, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to delete the following provision and re-order the remaining provisions:

A. Wholesale, storage, self-storage and warehouse facilities, subject to the provisions in Section 1919.

SECTION 3. Article XIX, Section 1919, Self-storage Warehouse, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to read:

Sec. 1919. - Self-storage Facilities.

Self-storage facilities may be permitted in certain districts as specified in the ordinance, subject to the following requirements:

L. The owner and/or operator shall not permit any non-storage business activity to be conducted from individual storage units. The purpose of self-storage facilities shall be limited to storage of private property by individuals, individuals, organizations, and businesses.

M. The minimum spacing between self-storage buildings shall be 30 feet where a one-way traffic pattern is used and 40 feet for two-way movement of customer vehicles.

N. If an office and caretaker's quarters are proposed on-site, they shall occupy a single building.

O. If the site of a self-storage facility directly abuts or lies across the street from a residential district, a masonry screen wall, obscuring fence and/or a landscaped greenbelt shall be provided, at the discretion of the city council. In deciding what type of screening to require, the council shall evaluate which would be most appropriate to the neighborhood area in question.

P. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be screened on all sides by a six-foot high masonry wall of face brick, six-foot high simulated brick pattern poured concrete wall, or a six-foot high treated-wood or vinyl obscuring fence. The plan shall detail the location, height and type of wall/fence proposed.

Q. No individual self-storage unit shall have an interior width greater than ten-feet and there shall be no electrical service to individual units that could be used by customers.

R. There shall be no storage of hazardous, flammable, explosive, or toxic materials in any storage units at any time.

S. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be utilized only for recreation vehicles, private automobiles, and customarily manufactured non-commercial vehicles. The intent of this subsection is to prevent use of these facilities for contractor's storage yards, heavy equipment etc.

T. Box trucks for use by lessees or rental by the general public, subject to the following:

a. The self-storage facility may store on the premises not more than two (2) box trucks for moving/transportation of personal property to and from the self-storage facility by lessees of the self-storage facility units.

b. The public self-storage facility may have up to six (6) box trucks available for rent by the general public, provided that trucks requiring a commercial driver's license to operate shall be prohibited.

c. Box trucks shall be parked behind the front building line of the self-storage facility. The box trucks shall not be parked or otherwise situated upon the property of the public self-storage facility in such a manner that the box trucks serve as signs or advertisements of any kind.

U. All vehicular use and outdoor storage areas shall be paved with asphalt or concrete.

V. The minimum lot size for self-storage facilities shall be five (5) acres.

SECTION 4. Conflicting Provisions Repealed

All ordinances in conflict with the provisions of this ordinance are repealed only to the extent necessary to give this ordinance full force and effect; provided that all other provisions of the Oak Park Code of Ordinances as heretofore amended shall remain in full force and effect.

SECTION 5. Severability

No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park, Michigan shall be affected by this ordinance except as to the above

sections, and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park, Michigan.

SECTION 6. Effective Date

This ordinance shall be published as required by the Charter of the City of Oak Park and shall become effective ten (10) days from the date of its passage or upon the expiration of seven (7) days after its publication, whichever is later.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this day of _____, 2017.

T. Edwin Norris, City Clerk

I, T. Edwin Norris, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on _____, 2017.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Recommendation of the Planning Commission for Zoning Ordinance text amendments to Article XVII, Site Plan Review.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the November 13, 2017 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendments to the Site Plan Review section would streamline the review process.

The Planning Commission voted to recommend to the City Council adoption of the text amendments.

RECOMMENDED ACTION: The City Council consider accepting the recommendation of the Planning Commission and conduct the first reading of the proposed text amendments to the City of Oak Park Zoning Ordinance, Article XVII, Site Plan Review.

APPROVALS:

City Manager: Kry for E.T.

Director: RL fskn

Finance Director: AC

Budgeted: ☐ N/A

EXHIBITS: Memorandum, proposed ordinance for adoption.



TO: Planning Commission members DATE: November 2, 2017
FROM: Kevin Rulkowski, AICP, City Planner FILE: Planning/Site Plan
Review 1711
SUBJECT: Site Plan Review – proposed text amendments.

The Department of Community & Economic Development proposed at the October meeting amendments to the City's Site Plan Review provisions. A Public Hearing was scheduled for the November meeting to hear public comment on the proposed changes.

As was discussed in October, in keeping with the Best Practices guidelines of Redevelopment Ready Communities City staff have reviewed the City's Site Plan Review provisions and are recommending a number of changes. The most significant is the overall approval process in which the Planning Commission recommends approval of Site Plans and the City Council is the body officially approving Site Plans. The new streamlined process would have the Planning Commission as the sole approving body. In addition, a number of other changes are proposed to eliminate some of the unnecessary information currently requested and reduce the amount of time to perform site plans review.

Attached is the proposed text amendment ordinance as well as a marked-up copy of the proposed text changes to the site plan process.

If the proposed Zoning Ordinance text amendments are acceptable to the Planning Commission the Department of Community & Economic Development recommends approving the attached proposed ordinance.

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE XVII, GENERAL PROVISIONS, SECTION 1725 SITE PLAN REVIEW, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article XVII, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to replace Section 1725, with the following:

Sec. 1725. - Site plan review.

This section sets forth the requirements for the site plan review process in the City of Oak Park.

- A. *Development requiring submittal of a site plan.* A site plan shall be submitted in accordance with the procedures in this section for any of the following activities, uses or development except single-family and two-family dwellings.
 - 1. All new construction, structural alteration, or substantial change in use, as determined by the department of economic development and communications, for all permitted uses in all zoning districts, except single-family and two-family dwellings.
 - 2. All special land uses in every district.
 - 3. Any use that requires a new, modified, or expanded parking lot.
 - 4. The improvement, expansion, extension, or abandonment of any public or private overhead or underground utility or utility lines or easement.
- B. *Site plan review process.* A site plan submitted to the City of Oak Park for site plan review must contain all of the information set forth in the site plan data checklist included in subsection E and F below. Deadlines for submittals are established by administrative policy.
 - 1. Administrative Review Process
 - Development requiring administrative site plan review only.
 - Site plans for the following do not require approval of the city planning commission:
 - a. New uses, changes in use, construction of additions to existing permitted uses, and alterations to existing construction, where the new building, addition or area affected by the changes in use or alterations is 2,000 square feet or less in gross floor area.
 - b. Minor changes to approved site plans and minor changes in indoor and outdoor use(s) where, in the opinion of the director of the department of technical and planning services, the

proposed change(s) do not warrant planning commission review and approval.

- A. Initiating the process. To initiate the site plan review process, the applicant must submit the following information to the department of economic development and communications:
 - i. 18 copies (please fold) of the site plan.
 - ii. The site plan application form.
 - iii. Payment of all applicable fees.
- B. Application packets will be distributed by the department of economic development and communications to other appropriate departments for review and approval as required by this ordinance.
- C. Applications will be distributed and reviewed by the department of economic development and communications and other appropriate city departments for compliance with applicable city ordinances and regulations. After review of the application, and receipt of comments from other city departments, the department of economic development and communications will issue an approval, approval with conditions, or denial. Applications receiving an approval with conditions or denial must be revised and resubmitted to the department of economic development and communications. Approval by the department of economic development and communications under this section will constitute administrative site plan approval.

2. Developments requiring planning commission site plan review.

- A. Initiating the process. To initiate the site plan review process, the applicant must submit the following information to the department of economic development and communications:
 - i. 18 copies (please fold) of the site plan.
 - ii. The site plan application form.
 - iii. Payment of all applicable fees.
- B. Applications will be reviewed by the department of economic development and communications and other appropriate departments for compliance with applicable city ordinances and regulations. If the department of economic development and communications, or other department finds that it cannot recommend approval or conditional approval because the application is incomplete or does not meet applicable ordinances and regulations, the applicant will be notified by letter of the deficiencies in the application. The applicant may thereupon submit additional information or a revised application, as necessary.
- C. When the application has received a recommendation for approval or conditional approval from the department of economic development and communications, the application will be placed on the agenda of a meeting of the planning commission. The applicant will be notified of

the date, time and place of the meeting at which the planning commission will consider the application.

- D. At the scheduled meeting, the planning commission will consider all review letters and reports from the applicable city department, together with such statements, evidence or argument as the applicant may present concerning the application.
- E. The planning commission may issue an approval, conditional approval, or deny approval, of the site plan.
- F. The applicant or a representative should attend all meetings at which their development is scheduled for discussion or action. Failure to appear at the meeting may cause the item to be tabled to the next meeting. The planning commission may take action on a scheduled agenda item regardless of the attendance of the applicant or a representative.

C. *Site plan review criteria.* In reviewing site plans, city departments and the planning commission shall consider and endeavor to assure the following:

- 1. The location of development features, including principal buildings, and open spaces, and the location, design, width, and adequacy of curb cuts, parking areas, driveways, and sidewalks within the site and their relationship to nearby connecting streets and sidewalks providing access to and egress from the site, are such as to minimize possible adverse effects on adjacent properties and so as to relate properly to pedestrian vehicular traffic safety.
- 2. On-site circulation of both vehicular and pedestrian traffic will achieve both safety and convenience of persons and vehicles using or visiting the site.
- 3. Landscaping, earth berms, fencing, signs, and obscuring walls are of such a design and location that the proposed development is aesthetically pleasing and is harmonious with nearby existing or proposed developments.
- 4. Utility service, including proposed water, sanitary sewer and stormwater runoff systems are sufficient to fulfill the projected needs of the development and the recommendation of the city engineer and director of public safety. Approval by a state or county department having jurisdiction, such as the department of health, drain commission or road commission, may also be a prerequisite to approval.
- 5. Notwithstanding any other provisions of this ordinance, the city may require as a condition of site plan approval, landscaping, berming, fencing, construction of walls, marginal access drives or other appurtenances as necessary or desirable to promote the health, safety, and welfare of the community, to provide adequate protection to surrounding properties, to preserve and promote the character of the district and the intent of this chapter, and to achieve a lasting and desirable improvement to the community.

D. *Expiration of site plan approval.* The approval of any site plan under the provisions of this ordinance shall expire and be considered revoked one year

after the date of such approval unless actual construction has commenced in accordance with the issuance of a valid building permit.

E. *Site plan application checklist..*

1. Applicant's name, address and phone number.
2. Name of proposed development.
3. Common description of property and complete legal description.
4. Land acreage and frontage on public roads or rights-of-way.
5. Existing zoning of subject and adjacent properties.
6. Detailed description of the proposed use of the land.
7. Name, address, and phone number of:
 - a) Firm or individual who prepared site plan.
 - b) Legal owner of property.
8. Signature of applicant and legal owner of property, if not the applicant.

F. *Site plan data required.*

1. Name of development and title block.
2. Location map at a scale of one inch equals 2,000 feet, showing site location, major roads, and railroads.
3. A scale of not less than one inch equals 50 feet if the subject property is less than three acres, and one inch equals 100 feet if there are three acres or more.
4. Date, north point, and scale (graphic and written).
5. Seal of registered architect, landscape architect, land surveyor, or civil engineer who prepared the plan. In cases of minor structural alterations where professional services are not required, or for changes in the use of existing buildings, the department of economic development and communications may waive this requirement.
6. Property identification number(s) and the dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties.
7. Location of all existing and proposed structures, uses, number of stories, gross building area, setback lines, distances between structures, and location of loading areas on the subject property.
8. Location of all existing structures within 100 feet of the subject property lines.
9. All existing and proposed aisles, drives, pedestrian paths, roadways, parking areas and number of parking spaces on the subject property. Interior walks and pedestrian or bicycle paths within right-of-way.
10. All existing and proposed roadways, drives, parking areas, and pedestrian paths within 100 feet of the subject property.
11. Location and height of all walls, fences, and screen planting, including a plan for landscaping of the development and the method by which landscaping is to be maintained.

12. Location and widths of all abutting streets, existing and proposed rights-of-way, easements, and pavements.
13. Types of existing and proposed surfacing, such as asphalt or concrete paving.
14. Types of facing materials to be used on structures.
15. Elevations (front, sides, and rear views) of all sides of the building(s).
16. A floor plan drawing showing the specific use areas of all existing and proposed building on-site.
17. Density calculations (for multiple family projects).
18. Principal and accessory buildings.
19. Exterior lighting locations, type of fixtures, and methods of shielding from projecting onto adjoining properties.
20. Trash receptacle and transformer locations and method of screening.
21. Drive or street approaches including acceleration, deceleration and passing lanes, where appropriate.
22. All utilities located on or serving the site, including sizes of water and sewer lines.
23. Loading and unloading areas.
24. Estimated number of full-time and part-time employees.
25. Where large equipment or machinery is to be installed as part of the development, the location, type, horsepower, fuel, dimensions, noise, vibration, and emission levels, and other data of all such equipment or machinery.
26. General location type, and size of proposed signs for all buildings and uses on site.
27. Such other reasonable and relevant information as may be required by the city to assist in the review of the proposed development.
28. Proposed fire lanes and fire lane signs.
29. Proposed traffic circulation pattern and proposed signs and specifications for control of traffic.
30. Measures to be taken to protect existing on-site trees not proposed for removal as part of the development.
31. Landscape plan showing species, spacing, and size of each tree and plant material and ground cover and including required irrigation method.
32. Final site plan approval may be conditioned on approvals being obtained from outside agencies.
33. Site engineering plans prepared by a registered civil engineer. Submission of final engineering plans may be a condition of site plan approval. Plans shall include the following:
 - (a) A proposed grading and drainage plan. The plan should show proposed finished floor elevations, finished grades at structures, proposed storm

collection system, storm outlet(s), ultimate downstream outlet, and, when required, retention/detention basin design calculations. Any areas of filled or reclaimed land shall be identified and all development shall detain stormwater so that the runoff from the property does not negatively impact upon adjacent properties or public and private rights-of-way. Compliance with engineering standards shall be determined by the city engineer. The planning commission shall require compliance with engineering standards, subject to the city engineer's final approval, as a condition of site plan approval.

- (b) All utilities located on or serving the site, including sizes of water and sewer lines, proposed hydrants, proposed meter size, and proposed fire suppression line into building. Proposed sanitary leads, proposed sanitary sewers or on-site disposal systems must also be shown, as applicable.
 - (c) Proposed streets and drives showing types of surfacing, whether public or private, and grade elevations.
 - (d) If connected to a city water system, show existing invert elevation or lateral at proposed tap manhole and approximate invert; otherwise, Location of existing or proposed well.
 - (e) If connected to a city sanitary system, show existing invert elevation or lateral at proposed tap man-hole and approximate invert
 - (f) Preliminary storm system layout and flow arrows demonstrating that storm flow connections and disposal methods are feasible.
 - (g) Typical cross-sections for streets, roads, alleys, parking lots, etc., as applicable.
 - (h) Existing and proposed ground contours at intervals of one foot.
- I. *Fees.* Any application for site plan approval shall be accompanied by a fee as determined from time to time by resolution of the city council. Such fee may be utilized by the city to determine if the development will conform to the applicable city ordinances, policies, and standards, and for investigation and report of any objectionable elements.
- J. *Performance guarantees.* To insure compliance with the provisions of this ordinance and any conditions imposed by the planning commission, the department of technical and planning services may require that a performance guarantee be deposited with the city to insure the faithful completion of improvements, in accordance with Section 505 (1) of the Michigan Zoning Enabling Act of 2006, Public Act 110 of 2006, as amended. Improvements for which the city may require a performance guarantee include, but are not limited to, landscaping, berms, screen walls, lighting, surfacing of drives, parking areas, and acceleration/deceleration lanes, traffic control devices, sewer or water line improvements, and storm water management systems.

SECTION 2. Conflicting Provisions Repealed

All ordinances in conflict with the provisions of this ordinance are repealed only to the extent necessary to give this ordinance full force and effect; provided that all other provisions of the Oak Park Code of Ordinances as heretofore amended shall remain in full force and effect.

SECTION 3. Severability

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

SECTION 4. Effective Date

This ordinance shall be published as required by the Charter of the City of Oak Park and shall become effective ten (10) days from the date of its passage or upon the expiration of seven (7) days after its publication, whichever is later.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this day of _____, 2017.

T. Edwin Norris, City Clerk

I, T. Edwin Norris, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on _____, 2017.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

MEMORANDUM

TO: Mayor McClellan and City Council Members

FROM: City Attorney Ebony L. Duff

SUBJECT: Resolution Declaring Change in Nominating Petition Deadline
City of Oak Park - 7406-1

DATE: October 31, 2017

Dear Madame Mayor and City Council:

Due to recent Legislative changes on nominating petition deadlines, the Michigan Municipal League (MML) conducted a search of all city charters and has advised that the City of Oak Park's Charter contains a nominating petition due date other than current state law. The State amended the Election law in 2012 (PA 276) to reflect a due date for nominating petitions 15 weeks prior to an election. Before this, the deadline was 12 weeks.

Although the City has been conducting elections in accordance with the amended State Law, Based on my research, there was never any formal action taken by Council to document the change in the nominating petition deadline. However, pursuant to the Home Rule City Act, a city can pass a Resolution to fix this discrepancy in the Charter language. The Home Rule City Act at MCL 117.3(b)(3), provides that notwithstanding any charter provision, the city may provide by resolution for any election provision that is consistent with the Michigan Election Law. In that regard, I have prepared the attached Resolution Declaring Change in Nominating Petition Deadline for your consideration and adoption.

Please note that in addition to passing the Resolution, the MML recommends that the City annotate the City Charter to reflect the current State Election law. Upon adoption of the attached Resolution, the City Clerk will submit the annotation to the Michigan Code Corporation for incorporation into the City Charter.

[Proposed 11-20-17]

CITY OF OAK PARK

RESOLUTION DECLARING CHANGE IN NOMINATING PETITION DEADLINE

WHEREAS, the State of Michigan amended the Election Law in 2012 (PA 276) to reflect a due date for nominating petitions 15 weeks prior to an election; and

WHEREAS, the Oak Park City Charter has a nominating petition deadline that is inconsistent with the 2012 amended State Election Law; and

WHEREAS, pursuant to the Home Rule City Act, MCL 117.3(b)(3), notwithstanding any charter provision, the City may provide by resolution for an election provision that is consistent with the Michigan Election Law, 1954 PA 116, MCL 168.1 to 168.992; and

WHEREAS, the City of Oak Park desires to adopt a Resolution declaring the change in the City of Oak Park nominating petition deadline to comply with the State of Michigan Election Law as amended.

NOW, THEREFORE, The City Council of the City of Oak Park, Oakland County, Michigan, resolves to amend by annotation, the City Charter language pertaining to filing nominating petitions for the regular city election, by noting that it is superseded by Michigan Election Law, MCL 168.644e as amended under PA 276 of 2012, and stating that the candidate nomination petition filing deadline is 4:00 p.m., 15th Tuesday prior to odd-year November election.

All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Ayes: _____

Nays: _____

Absent: _____

Resolution declared adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, November 20, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk

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

**RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT
ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE
2018 VETERANS TREATMENT COURT GRANT PROGRAM**

CM-_____

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 20th day of November, 2017, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Court Administrative Office (SCAO) is providing a Michigan Veterans Treatment Court Grant to the 45th District Court in the amount of \$42,000.00 for year 2018: and

WHEREAS, the contract for the Grant Program commences on 10/1/2017 and terminates on 9/30/2018;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Veterans Treatment Court Grant Program FY 2018 Contract (#10194) and authorizes the City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

T. Edwin Norris
City Clerk

Dated: November 20, 2017

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN VETERANS TREATMENT COURT
GRANT PROGRAM
FY 2018 CONTRACT**

Grantee Name: 45th District Court — Veterans Treatment Court

Federal ID Number: 38-6004641

Contract Number: 10194

Grant Amount: \$42,000

1. GENERAL PROVISIONS

1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and the 45th District Court — Veterans Treatment Court.

1.02 This contract incorporates the Grantee's approved grant application request and most recently approved budget.

1.03 This contract is for the Michigan Veterans Treatment Court grant program.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on 10/1/2017 and terminates on 9/30/2018 at 11:59 p.m.

3. RELATIONSHIP

3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subrecipient subcontractor of the Grantee is an employee of the SCAO.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits.

3.03 The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Grantee understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.

3.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the SCAO or the Michigan Supreme Court.

4.02 The Grantee, and the Grantee's employees or subrecipient subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed **\$42,000** for the court program operated pursuant to this contract.

5.02 Grantee equipment purchases are prohibited.

5.03 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.04 The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

5.05 All reimbursements for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of claims for approval by the SCAO. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.06 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Amendment, within WebGrants, and approved by the SCAO. Budget deviation allowances are not permitted.

5.07 The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and most recently approved budget.

6.02 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If

participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this grant to the SCAO.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a patient's legal guardian or person with other legal authority, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services' (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Grantee assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA,

42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.

- B. The Grantee must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Grantee must use protected data and information only for the purposes of this contract.
- D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Grantee's employees.
- E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 18.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 The SCAO grants the Grantee a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Grantee shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Grantee and the Grantee's employees or subrecipient subcontractors shall promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Grantee or the Grantee's employees or subrecipient subcontractors jointly with the SCAO or singly by Grantee or Grantee's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Grantee shall specifically point out the features or concepts that are new or different.

12.02 The SCAO shall have the right to request the assistance of the Grantee and Grantee's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Grantee represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Grantee or the Grantee's employees before entering into this contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Grantee shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this contract.

14. LIABILITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Grantee in the performance of this contract, shall be the responsibility of the Grantee, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Grantee's property and materials or the property and materials of the Grantee's employees or subrecipient subcontractors, used by the Grantee pursuant to the Grantee's performance under this contract.

14.03 The Grantee warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

14.04 In the event any action or proceeding is brought against the Grantee by reason of any claim due or claimed to be due to Grantee's performance covered under this contract, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding as the Grantee deems appropriate. The Grantee retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, most recently approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The Grantee agrees to submit timely, complete, and accurate reports as identified in Attachment A.

17.02 The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS).

17.03 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.04 If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

18. REDUCTION/SUSPENSION/TERMINATION:

18.01 In addition to forfeiture under section 17, the SCAO and/or the Grantee may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the SCAO as follows:

18.02 If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur:

18.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least fifteen (15) days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

18.04 Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year

18.05 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contract becomes unavailable to the SCAO.

18.06 Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

18.07 Filing false certification in this agreement or other report or document.

18.08 This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18.09 If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO VTC grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

19. COMPLIANCE WITH LAWS

19.01 The Grantee shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

20. MICHIGAN LAW

20.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

21. CONFLICT OF INTEREST

21.01 The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

21.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. DISPUTES

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this contract within seven days of discovery of the alleged breach.

23.02 The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

24. ENTIRE AGREEMENT

24.01 Except for Grantee's approved grant application, application assurances, and most recently approved budget, this contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

25. AMENDMENT

25.01 This contract may be amended only upon written agreement of the parties.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Heather Ruffles, 45th District Court, 13600 Oak Park Blvd., Oak Park, MI 48237.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

27. SIGNATURE OF PARTIES

27.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

45th District Court — Veterans Treatment Court

By:

Authorizing Official (Signature and Title)

Authorizing Official (Please Print Name and Title)

Date: _____

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

STATE COURT ADMINISTRATIVE OFFICE

By: _____
Chief Operating Officer

Date: _____

ATTACHMENT A
MICHIGAN VETERANS TREATMENT COURT GRANT PROGRAM
FY 2018 REPORTING REQUIREMENTS
October 1, 2017 through September 30, 2018

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2017, through December 31, 2017.
May 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2018, through March 31, 2018.
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PROGRESS	
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April 30, 2018 Interim Report	Courts will be reporting on progress made during the first half of the grant period – October 1, 2017, through March 31, 2018.
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**CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION APPROVING A CONTRACT BETWEEN THE STATE COURT
ADMINISTRATIVE OFFICE (SCAO) AND THE 45TH DISTRICT COURT FOR THE
2018 MENTAL HEALTH COURT GRANT PROGRAM**

CM-_____

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 20th day of November, 2017, at 7:00 p.m.

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

WHEREAS, the Michigan Supreme Court State Court Administrative Office, Lansing Michigan (SCAO) is providing a Michigan Mental Health Court Grant to the 45th District Court in the amount of \$178,328.00 for year 2018: and

WHEREAS, the contract for the Grant Program commences on 10/1/2017 and terminates on 9/30/2018;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council approves the Michigan Supreme Court State Court Administrative Office Michigan Mental Health Court Grant Program FY 2018 Contract (#10192) and authorizes the City Manager to sign the contract on behalf of the 45th District Court and the City of Oak Park.

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

T. Edwin Norris
City Clerk

Dated: November 20, 2017

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN MENTAL HEALTH COURT
GRANT PROGRAM
FY 2018 CONTRACT**

Grantee Name: 45th District Court — Adult Mental Health Court
Federal ID Number: 38-6004641
Contract Number: 10192
Grant Amount: \$178,328

1. GENERAL PROVISIONS

- 1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and the 45th District Court — Adult Mental Health Court.
- 1.02 This contract incorporates the Grantee's approved grant application request and most recently approved budget.
- 1.03 This contract is for the Michigan Mental Health Court grant program.
- 1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

- 2.01 This contract commences on 10/1/2017 and terminates on 9/30/2018 at 11:59 p.m.

3. RELATIONSHIP

- 3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subrecipient subcontractor of the Grantee is an employee of the SCAO.
- 3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits.
- 3.03 The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.
- 3.04 The Grantee understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.
- 3.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the SCAO or the Michigan Supreme Court.

4.02 The Grantee, and the Grantee's employees or subrecipient subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed \$178,328 for the court program operated pursuant to this contract.

5.02 Grantee equipment purchases are prohibited.

5.03 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.04 The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

5.05 All reimbursements for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of claims for approval by the SCAO. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.06 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Amendment, within WebGrants, and approved by the SCAO. Budget deviation allowances are not permitted.

5.07 The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and most recently approved budget.

6.02 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If

participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this grant to the SCAO.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a patient's legal guardian or person with other legal authority, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services' (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Grantee assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA,

- 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Grantee must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
 - C. The Grantee must use protected data and information only for the purposes of this contract.
 - D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Grantee's employees.
 - E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
 - F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 18.
 - G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 The SCAO grants the Grantee a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Grantee shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Grantee and the Grantee's employees or subrecipient subcontractors shall promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Grantee or the Grantee's employees or subrecipient subcontractors jointly with the SCAO or singly by Grantee or Grantee's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Grantee shall specifically point out the features or concepts that are new or different.

12.02 The SCAO shall have the right to request the assistance of the Grantee and Grantee's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Grantee represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Grantee or the Grantee's employees before entering into this contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Grantee shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this contract.

14. LIABILITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Grantee in the performance of this contract, shall be the responsibility of the Grantee, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Grantee's property and materials or the property and materials of the Grantee's employees or subrecipient subcontractors, used by the Grantee pursuant to the Grantee's performance under this contract.

14.03 The Grantee warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

14.04 In the event any action or proceeding is brought against the Grantee by reason of any claim due or claimed to be due to Grantee's performance covered under this contract, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding as the Grantee deems appropriate. The Grantee retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, most recently approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The Grantee agrees to submit timely, complete, and accurate reports as identified in Attachment A.

17.02 The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS).

17.03 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.04 If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

18. REDUCTION/SUSPENSION/TERMINATION

18.01 In addition to forfeiture under section 17, the SCAO and/or the Grantee may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the SCAO as follows:

18.02 If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur:

18.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least fifteen (15) days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

18.04 Failure of the grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year

18.05 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contract becomes unavailable to the SCAO.

18.06 Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

18.07 Filing false certification in this agreement or other report or document.

18.08 This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18.09 If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO MHC grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

19. COMPLIANCE WITH LAWS

19.01 The Grantee shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

20. MICHIGAN LAW

20.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

21. CONFLICT OF INTEREST

21.01 The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

21.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

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25.01 This contract may be amended only upon written agreement of the parties.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Heather Ruffles, 45th District Court, 13600 Oak Park Blvd, Oak Park, MI 48237.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

27. SIGNATURE OF PARTIES

27.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

45th District Court — Adult Mental Health Court

By:

Authorizing Official (Signature and Title)

Authorizing Official (Please Print Name and Title)

Date:

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

STATE COURT ADMINISTRATIVE OFFICE

By: _____
Chief Operating Officer

Date: _____

ATTACHMENT A
MENTAL HEALTH COURT GRANT PROGRAM
FY 2018 REPORTING REQUIREMENTS
October 1, 2017 through September 30, 2018

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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: November 20, 2017

AGENDA #

SUBJECT: Recommendation of Planning Commission for Value Wholesale, 15188 Eight Mile Road, Final Site Plan Review.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: At the November 14, 2017 meeting, the Planning Commission reviewed a Site Plan for Value Wholesale for two additions to their warehouse facility at 15188 Eight Mile Road. The two additions of 4,505 square feet and 34,716 square feet will connect what are currently three buildings into one 146,814 square foot warehouse. The Planning Commission voted to recommend to the City Council approval of the Final Site Plan with conditions.

RECOMMENDED ACTION: The City Council consider accepting the recommendation of the Planning Commission for approval of the Final Site Plan for Value Wholesale, 15188 Eight Mile Road, subject to the following conditions:

- 1) An application for a Land Development Permit will need to be submitted to the Engineering Department for review and approval of the on-site storm water management system.
- 2) Final approval of the proposed Site Plan conditioned on the Zoning Board of Appeals granting the required variances.
- 3) An enhanced landscape plan to be submitted to the Economic Development Department and approved by the City Planner.
- 4) All roof top and ground level mechanical equipment must be screened as required by the Zoning Ordinance.
- 5) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

APPROVALS:

City Manager: K.D. for E.T.

Director: [Signature]

Finance Director: [Signature]

Budgeted: ☐ N/A

EXHIBITS: Memorandum, Site Plan.



CITY OF OAK PARK

MEMORANDUM

TO: Planning Commission Members
FROM: Kevin Rulkowski, AICP, City Planner
DATE: November 7, 2017
FILE: G/.../aplIncom/Value
Wholesale 15188
Eight Mile SPR
201711
SUBJECT: Value Wholesale, 15188 Eight Mile Final Site Plan Review

Value Wholesale is requesting Final Site Plan approval for two additions to their warehouse facility at 15188 Eight Mile Road. The two additions of 4,505 square feet and 34,716 square feet will connect what are currently three buildings into one 146,814 square foot warehouse.

The property is zoned LI, Light Industrial District and warehouse uses are permitted by right in this district. The proposed addition meets all the height and setback requirements of the Zoning Ordinance.

The hard surface areas are being modified to accommodate better truck traffic flow on the east side of the building and employee and customer parking on the west side of the building. Based on the square footage of the building the Zoning Ordinance requires 92 parking spaces on-site for and the Site Plan identifies 97 parking spaces. According to the project engineer, the large sign in the northwest corner of the property that blocks access around the building is going to be removed. The proposed Site Plan has been reviewed with Public Safety and they find it acceptable.

The concrete driveway on the west side of the building is to be removed and replaced to accommodate a new below ground storm water system (oversized storm water pipes). An application for a Land Development Permit will need to be submitted to the Engineering Department for review and approval of the on-site storm water management system. Where necessary the concrete drives on the east side of the building will need to be repaired.

The Site Plan indicates new landscaping in the front of the building on Eight Mile Road. The identified landscaped areas of 15,601 square feet are less than the 29,002 required by the City Zoning Ordinance. Additionally, 505 square feet of parking lot landscaping is required and the Site Plan shows only 137 square feet. The applicant has submitted a request to the Zoning Board of Appeals for variances for a reduction of the required landscaping. The Department has communicated with the project engineers that the landscaping in the front of the building should

be enhanced as a tradeoff of providing less overall landscaped areas. Additionally, possibly removing a couple of parking spaces near Eight Mile Road to create some landscaped islands might enhance the appearance of the front of the site. The Site Plan indicates the landscaped areas will be irrigated.

The Site Plan does not indicate any details regarding new roof or ground mechanical equipment. The Zoning Ordinance requires all roof top and ground level equipment to be screened.

A photometric lighting plan has been submitted that meets the requirements of the City Zoning Ordinance.

The applicant is proposing a monument style sign to be located on the adjacent property to the east of the eastern driveway. Because this sign is proposed on another business property a variance is required for an off-premise sign. The applicant has submitted a request to the Zoning Board of Appeals for a sign variance.

Based on the above considerations, the Planning Division recommends approval of the Final Site Plan, with the following conditions:

- 1) An application for a Land Development Permit will need to be submitted to the Engineering Department for review and approval of the on-site storm water management system.
- 2) Final approval of the proposed Site Plan conditioned on the Zoning Board of Appeals granting the required variances.
- 3) An enhanced landscape plan to be submitted to the Economic Development Department and approved by the City Planner.
- 4) All roof top and ground level mechanical equipment must be screened as required by the Zoning Ordinance.
- 5) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** November 20, 2017 **AGENDA #****SUBJECT:** Proposal for professional services for the Water System Asset Management Plan Development.**DEPARTMENT:** Public Works KJY**SUMMARY:** Attached is a proposal from OHM Advisors to perform the Water System Asset Management Plan Development required by the Michigan Department of Environmental Quality.**RECOMMENDED ACTION:** It is recommended that the proposal from OHM Advisors to perform the Water System Asset Management Plan Development for an hourly, not to exceed amount of \$16,400 upon review by the City Attorney's office. Although this was not a specific budgeted expense, funding is available within the current Water & Sewer Fund for this expenditure within the line item 592-18-538-801.**APPROVALS:**City Manager: KM for E.T.Department Director: KJYFinance Director: [Signature]☐ Budgeted**EXHIBITS:** Proposal



November 14, 2017

Rocco B. Forutra
Deputy Director of Public Works
City of Oak Park
14000 Oak Park Blvd
Oak Park, MI 48237

RE: Proposal for Water System Asset Management Plan Development

Dear Rocco:

OHM Advisors (OHM) is pleased to provide this proposal for professional consulting services for the preparation of a water system Asset Management Plan (AMP) for the City of Oak Park (City). The water system AMP will ultimately be used by the City to address high-priority asset needs that are critical to your infrastructure's performance, identifying costs of operating the infrastructure, and also planning for future capital and operating expenditures. The Michigan Department of Environmental Quality's (MDEQ) Rule 1606 of the Administrative Rules of Act 399 requires development and implementation of a water system AMP by January 1, 2018. In compliance with this requirement, the City has requested OHM Advisors prepare a proposal for development of such a plan.

To facilitate your review, this proposal is organized as follows:

- Project Understanding
- Scope of Services
- Schedule
- Fee

PROJECT UNDERSTANDING

The MDEQ is in the process of informing community water supplies that service more than 1,000 people of the Rule requirement for development and implementation of a water system AMP by January 1, 2018. In order to meet the currently understood MDEQ requirements, water system AMPs are to include the following components:

- Details of the system used to maintain *inventory* of assets
- Description of the methodology to assess *criticality* considering likelihood and consequence of failure
- Statement of *level of service* goals
- A 5-year and 20-year *capital improvements plan*
- Summary of the *revenue structure* and rate methodology to provide sufficient resources to implement the AMP.

Since the City's water supply services more than 1000 people, the community is required to prepare a water system AMP. The City receives its supply water through a connection with the Great Lakes Water Authority (GLWA) at Eight Mile Road and Coolidge Highway. There are two emergency connections, one at 11 Mile Road and Tulare



to the City of Berkeley via South Oakland County Water Authority (SOCWA) and one to the City of Ferndale at Hyland Road and Nine Mile Road. The physical components of the City's water system includes water mains from 6-inch to 20-inch diameter, a 6 million gallon ground storage tank, 250,000 gallons elevated storage tank, Eight Mile Road pumps station, Ten Mile booster station, and reservoir pump station. The water system AMP shall address each of these assets.

SCOPE OF SERVICES

The objective of OHM Advisors proposed Scope of Services is to prepare a water system AMP with the aforementioned plan components as it relates to the City's water system. The following Scope of Services are proposed:

Task 1: Asset Inventory and GIS Enhancements
Task 2: Condition Assessment
Task 3: Asset Criticality Assessment
Task 4: Level of Service Identification

Task 5: Capital Improvement Plan
Task 6: Revenue Structure
Task 7: Development of AMP for Delivery to MDEQ

A description of each task is provided below.

Task 1: Asset Inventory

Development of the City's asset inventory will be accomplished by review of readily available existing sources of data, such as the City's existing geographic information system (GIS). For Task 1, we propose to use existing GIS as the repository for the asset inventory for water main size, material of construction, age, and hydrant and valve features. It is assumed the City will provide the required GIS data to OHM Advisors by November 22, 2017.

OHM Advisors will notify the City should data gaps exist in the GIS that prevents our understanding or development of the remaining tasks to complete the water system AMP.

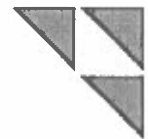
Task 2: Condition Assessment

The purpose of Task 2 is to utilize new, existing, and historic water system information in order to both approximate infrastructure condition (in lieu of actual field condition testing) and potential remaining useful life. For that end, we propose to complete the following work associated with Task 2:

- Review City-provided water main break data; we assume the break data includes date of break and location.
- Perform analysis on the information in order to approximate water main condition on groups of infrastructure
- Perform approximation on potential remaining useful life of water main infrastructure given the water mains' age, material of construction, break history, and maintenance history.
- Perform field reconnaissance of vertical infrastructure (storage tank and pumping station) to inventory existing infrastructure and review physical condition. One day of field work is budgeted for this task.

Task 3: Asset Criticality Assessment

As part of this task, asset criticality calculations will be performed by identifying asset probability of failure (based on asset condition and remaining useful life information) as well as consequence of failure (based on qualitative or quantitative information, such as potential service disruption impacts, *etc.*). As part of this task, we also propose to obtain critical asset information from the City that will be incorporated into the risk assessment. This includes



locations such as schools, shelters, hospitals, police stations, *etc.* OHM will use a combination of GIS and spreadsheets (Microsoft Excel format) to perform the calculations and analysis.

Task 4: Level of Service Identification

We propose to assist the City with development of level of service goals. The level of service helps define the way that City staff and water system stakeholders (residents, board, *etc.*) want the utility to perform over the long term. As part of this effort, we propose to identify an approach for the development of level of service (LOS) goals (including service criteria, performance indicator, and targeted level of service) and stakeholder involvement. This work will be completed in collaboration with City staff.

Task 5: Capital Improvement Plan

The City's current CIP is to budget for and replace aging infrastructure on an annual basis. We will utilize this CIP as a base and add to it if the recommendations from the AMP. Water system AMP CIP projects will consider previously identified hydraulic issues, our condition analysis findings, and City-directed desired projects for 5-year and 20-year planning horizons.

Task 6: Revenue Structure

Development of a revenue structure is required by the Rule. This proposal assumes that the City will use results from recent financial consultant analysis to perform this assessment. Therefore, only minimal effort is proposed as part of this task, which relates to assisting City finance staff (or their designee) with questions and, perform revisions on the proposed, prioritized CIP as per City request.

Task 7: Development of AMP for Delivery to the MDEQ

As part of this task, a report will be generated for submission to the MDEQ, including the findings, results, and conclusions from the above outlined tasks. OHM Advisors will also meet with City staff to review the methods used to develop the AMP including how to prioritize future asset replacement.

SCHEDULE

Assuming authorization by November 20, 2017, we propose to submit the final report deliverable to you by December 22, 2017. This duration is based on timely responses from the City when information requests are verbally provided or formally submitted. As understood in the Scope of Services, on-going involvement is needed from the City to maintain Task progress and schedule.

FEE

OHM Advisors proposes to provide the above outlined professional services on an hourly basis and shall not exceed \$16,400, based on the task breakdown below.

Task 1 – Asset Inventory	\$1,200
Task 2 – Condition Assessment	\$6,000
Task 3 – Asset Criticality Assessment	\$2,000



Task 4 – Level of Service Identification	\$ 500
Task 5 – Capital Improvement Plan	\$4,000
Task 6 – Revenue Structure	\$ 500
Task 7 – Asset Management Plan Report	<u>\$2,200</u>
TOTAL =	\$16,400

Please note, this proposal outlines the tasks associated with satisfying the currently understood MDEQ's Rule requirements. This proposal excludes further requirements that may be communicated from the MDEQ after the date of this proposal. If additional labor effort is required beyond the scope of services as described herein, OHM Advisors will discuss a change order with the City. OHM Advisors will not proceed with additional services without the expressed written authorization from the City.

We thank you for this opportunity to provide professional engineering services. If there are any questions, please contact us. Should you find our proposal acceptable, please provide written authorization for us to begin the work.

Sincerely,
OHM Advisors

James Stevens, PE
Principal

cc: Vicki Putala, OHM Advisors