

Oak Park

City Council Agenda

October 15, 2018





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
October 15, 2018
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 October 3, 2018
 - B. Planning Commission Meeting Minutes of August 13, 2018
 - C. Court Management Council Meeting Minutes of April 19, 2018
 - D. Payment of invoices from OHM Advisors for the Seneca and Sherman Pocket Parks, Traffic Signal Optimization, SAW Grant Support, GWLA Contract Support and Architectural and Engineering and Technology Design for the Court in the total amount of \$61,245.52
 - E. Licenses - New and Renewals as submitted for October 15, 2018
6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 7. **SPECIAL RECOGNITION/PRESENTATIONS:**
 - A. 2018 Mission Possible Award presented to the City of Oak Park – South Oakland Shelter
 8. **PUBLIC HEARINGS:**
 - A. Public hearing and resolution establishing an Obsolete Property Rehabilitation District for parcel 52-25-19-101-036 otherwise known as a portion of Lincoln Center
 - B. Public hearing and resolution approving a 12 year Obsolete Property Rehabilitation Exemption Certificate for parcel 52-25-19-101-036 at 26200 Greenfield Rd. (previously known as Kmart)
 9. **COMMUNICATIONS:** None
 10. **SPECIAL LICENSES:** None
 11. **ACCOUNTING REPORTS:**
 - A. Approval for payment of an invoice submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the total amount of \$144.40
 - B. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$12,343.29
 12. **BIDS:**
 - A. Request to award the bid for the Multi Community Planning Grant project to Spalding DeDecker of Rochester Hills, MI

13. ORDINANCES:

- A. Second reading and adoption of an ordinance to amend Section 18-167 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park
- B. Second reading and adoption of an ordinance to amend Section 18-168 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park
- C. Second reading and adoption of an ordinance to amend Section 18-182 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park
- D. Second reading and adoption of an ordinance to amend Section 18-183 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park

14. CITY ATTORNEY:

- A. Class Action Law Suit - Kish vs. City of Oak Park

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 2019 Veterans Treatment Court Grant Program
- B. Resolution approving a contract between the State Court Administrative Office (SCAO) and the 45th District Court for the 2019 Mental Health Court Grant Program

Recreation

- C. Request to authorize an amendment of \$2,910.00 to the 2018 Municipal Credits and Community Credits Contract with SMART (Suburban Mobility Authority for Regional Transportation)
- D. Request to authorize the renewal of the Municipal Credits and Community Credits Contract with SMART (Suburban Mobility Authority for Regional Transportation) for fiscal year July 1, 2018 – June 30, 2019

Finance

- E. Resolution to receive the Finance Director's report and authorize and direct the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to the assessment district for 2016 Sidewalk Replacement
- F. Request to adopt Special Assessment Resolution No. 8 to establish Special Assessment Roll No. 680, 2016 Sidewalk Replacement
- G. Request to adopt Special Assessment Resolution No. 9 confirming 2016 Sidewalk Replacement Roll No. 680, and Special Assessment Resolution No. 10 establishing that the roll is payable on the 2018 winter property tax bill

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
37th OAK PARK CITY COUNCIL**

October 3, 2018

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, Mayor Pro Tem Radner, Council Member Burns, Council Member Rich, Council Member Weiss

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-10-334-18 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED – APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve the agenda with the following changes:

- Request to authorize the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick-up (Added as Agenda Item 5H)
- Special Event Request – High School Homecoming Parade (Added as Agenda Item 10A)

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-10-335-18 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of September 17, 2018 **CM-10-336-18**
- B. Special Council Meeting Minutes of September 17, 2018 **CM-10-337-18**
- C. Recreation Commission Meeting Minutes of August 15, 2018 **CM-10-338-18**
- D. Beautification Advisory Commission Meeting Minutes of June 19, 2018 **CM-10-339-18**

- E. Resolution authorizing the annual permit application to Michigan Department of Transportation (MDOT) for work on State Trunkline Rights of way **CM-10-340-18**
- F. Request to approve Change Order No. 1 in the amount of (\$13,859.40) and Payment Application No. 2 for the total amount of \$24,636.53 to Bricco Excavating Company of Oak Park, MI for the 2017 Miscellaneous Sewer Repair Project, M-671 **CM-10-341-18**
- G. Licenses - New and Renewals as submitted for October 3, 2018 **CM-10-342-18**

MERCHANT'S LICENSES – October 3, 2018
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
BUENA FE	10116 W. NINE MILE	\$150.00	RESTAURANT
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
MBUSH LLC	8100 NINE MILE RD.	\$150.00	
EMBASSY MOTEL	14380 EIGHT MILE	\$150.00	MOTEL
LEO WEISS PLUMBING & HEAT	8500 NINE MILE	\$150.00	PLUMBING SERVICES
RESALE WAREHOUSE FURN.	21050 COOLIDGE	\$225.00	RETAIL
ASCENSION BIBLES & BOOKS	10720 NINE MILE	\$150.00	RETAIL
<u>OPERATING WITHOUT A BL</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
GREENSCAPES, INC	8555 CAPITAL	\$900	LANDSCAPING
SIGNS OF RECOVERY CASE MANAGEMENT	25900 GREENFIELD RD STE 236	\$450	OFFICE
LUTHERAN CHILD AND FAMILY SERVICES	25900 GREENFIELD RD STE 401	\$900	NON PROFIT FOSTER CARE

(H. Added to the agenda) Request to authorize the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick-up **CM-10-343-18**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS:

CM-10-344-18

(AGENDA ITEM #8A) PUBLIC HEARING AND ADOPTION OF SPECIAL ASSESSMENT RESOLUTIONS TO CONFIRM THE ROLLS AND SET THE DUE DATE OF MAY 31, 2018 TOGETHER WITH PENALTY OF TEN PERCENT (10%) FOR SPECIAL ASSESSMENT DISTRICTS #675 - DELINQUENT UTILITIES; #676 - FALSE ALARMS, #677 - MISCELLANEOUS CONCRETE REPLACEMENT, #678 - PROPERTY BLIGHT, AND #679 - SIDEWALK REPLACEMENT – APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to adopt Special Assessment Resolution (No. 9) confirming the rolls, and Special Assessment Resolution (No. 10) setting the due date of November 14, 2018 with penalty for Special Assessment districts: No. 675 – Unpaid Utility Invoices; No. 676 – Unpaid False Alarm Invoices; No. 677 – Unpaid Miscellaneous Concrete Replacement Invoices; No. 678 – Unpaid Property Blight Invoices; and No. 679 – Unpaid Sidewalk Repair Invoices; and withholding the temporary exceptions pending further review by the City Manager to report back to the City Council as to whether they will be kept on the Roll, added on at a later date or removed permanently:

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

DISTRICT NO. 675
DISTRICT NO. 676
DISTRICT NO. 677
DISTRICT NO. 678
DISTRICT NO. 679

The Mayor announced that this was the time set to review the Special Assessment Roll as prepared and revised by the City Assessor for unpaid expenses incurred on private premises, assessed in Special Assessment Rolls No. 675, 676, 677, 678, 679

The Clerk read into record the objections that were received.

There were objections received as follows:

SAD	Address	Parcel ID #
675 Unpaid Utility Invoices		
675	22000 Stratford	#52-25-31-126-016
	24611 Pineview	#52-25-29-229-090
676 Unpaid False Alarm Invoices		
676	21911 Harding	#52-25-31-153-021
678 Unpaid Property Blight Invoices		
678	10141 Corning	#52-25-32-228-011
678	23060 Avon	#52-25-30-354-001
678	23220 Oneida	#52-25-29-476-007

BE IT RESOLVED that Special Assessment Rolls No. 675, 676, 677, 678, and 679 as prepared and revised by the City Assessor, are hereby confirmed.

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 10

DISTRICT NO. 675
DISTRICT NO. 676
DISTRICT NO. 677
DISTRICT NO. 678
DISTRICT NO. 679

At a Regular Meeting of the City Council of the City of Oak Park, held the 3rd day of October, 2018 at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

WHEREAS, by resolution adopted October 3, 2018, Special Assessment Rolls No. 675, 676, 677, 678, and 679 were confirmed by the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on November 14, 2018, in full, together with a penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date November 14, 2018.

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

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES:

**CM-10-345-18 (AGENDA ITEM #10A) (Added to the Agenda) SPECIAL EVENT
REQUEST – HIGH SCHOOL HOMECOMING PARADE -
APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following special event request subject to all departmental approvals:

Name	Event	Fee
Oak Park School Dist. 13900 Granzon	Homecoming Parade October 12, 2018	App Fee waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS: None

BIDS:

**CM-10-346-18 (AGENDA ITEM #12A) BID AWARD FOR THE 2018 BLOCK
PRUNING PROJECT, M-690 TO OWEN TREE SERVICE, INC. OF
ATTICA, MI FOR THE TOTAL AMOUNT OF \$90,000.00
- APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to award the bid for the 2018 Block Pruning Project, M-690 to Owen Tree Service, Inc. of Attica, MI for the total amount of \$90,000.00.

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

MOTION DECLARED ADOPTED

ORDINANCES:

CM-10-347-18 (AGENDA ITEM #13A) FIRST READING OF AN ORDINANCE TO AMEND SECTION 18-167 OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES, CITY OF OAK PARK – APPROVED

Motion by Weiss, seconded by Burns, CARRIED, to approve the first reading of an ordinance to amend Section 18-167 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park.

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

MOTION DECLARED ADOPTED

CM-10-348-18 (AGENDA ITEM #13B) FIRST READING OF AN ORDINANCE TO AMEND SECTION 18-168 OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES, CITY OF OAK PARK – APPROVED

Motion by Weiss, seconded by Burns, CARRIED, to approve the first reading of an ordinance to amend Section 18-168 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park.

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

MOTION DECLARED ADOPTED

CM-10-349-18 (AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO AMEND SECTION 18-182 OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES, CITY OF OAK PARK – APPROVED

Motion by Burns, seconded by Weiss, CARRIED, to approve the first reading of an ordinance to amend Section 18-182 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park.

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

MOTION DECLARED ADOPTED

**CM-10-350-18 (AGENDA ITEM #13D) FIRST READING OF AN ORDINANCE TO
AMEND SECTION 18-183 OF CHAPTER 18, BUILDINGS AND
BUILDING REGULATIONS, OF THE CODE OF ORDINANCES,
CITY OF OAK PARK – APPROVED**

Motion by Burns, seconded by Weiss, CARRIED, to approve the first reading of an ordinance to amend Section 18-183 of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY:

City attorney Duff provided an update on Michigan Tax Tribunal Case No. 18-003490 Oak Park Crown Pointe LLC vs. City of Oak Park indicating a successful dismissal of the case.

CITY MANAGER:

Department of Technical and Planning

Hearing on the revoked Business License for Orthopedic Medical Building, Inc., 12990 Eight Mile Road.

Director of Technical and Planning Barrett explained that Orthopedic Medical Building, Inc. has been found to be in violation of its approved use and occupancy and shown cause to have their Business License automatically revoked effective 8/2/18. The licensee has the right to a hearing before the council on any action of the city manager in suspending or revoking any license if a request for a hearing is properly filed. The council may confirm such suspension or revoke or reinstate any such license. The action taken by the council shall be final.

Mayor McClellan opened the hearing to hear concerns from the licensee. There were no representatives present on behalf of the licensee and the hearing was closed.

**CM-10-351-18 (AGENDA ITEM #15A) REQUEST TO CONFIRM THE
REVOCATION OF THE BUSINESS LICENSE FOR ORTHOPEDIC
MEDICAL BUILDING, INC., 12990 EIGHT MILE ROAD
- APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to confirm the revocation of the business license for Orthopedic Medical Building, Inc., 12990 Eight Mile Road.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Willie Bodrov, 10141 Corning, expressed concerns about a blight bill related to his property.

Debra Slaughter, 13421 Northfield Bld., expressed concerns about having a city tree trimmed near her property.

Delores Tyler, 15130 Pearson, expressed concerns about keeping the city streets clean.

Joyce Bannon, 10611 Troy, expressed concerns about the number of rental properties in Oak Park.

Ed Bass, 24250 Kipling, asked about the value of the home being built on 10 Mile near Kipling.

CALL TO THE COUNCIL:

Mayor McClellan announced that the Oak Park Youth Assistance Board has been re-activated.

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

Council Member Weiss updated everyone about the upcoming Library used book sale and the Recreation Boo Bash event.

Council Member Rich wished everyone a good night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:43 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK PLANNING COMMISSION
MONDAY, AUGUST 13, 2018
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: Vice Chairperson Brown
Commissioner Burns
Commissioner McClellan
Commissioner Seligson
Commissioner Walters-Gill

ABSENT: Chairperson Torgow
Commissioner Eizelman
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 AUGUST 13, 2018: APPROVED

4. APPROVAL OF MINUTES OF APRIL 9, 2018: APPROVED

MOTION by McClellan, SECONDED by Seligson, to approve the minutes of April 9, 2018 with no corrections.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE:

6. PUBLIC HEARING:

7. CONSENT AGENDA: No Items Eligible This Month

8. MATTERS FOR CONSIDERATION

A. OLD BUSINESS – None

B. NEW BUSINESS

- 1) **Spero Housing Group and Southwest Solutions, Planned Multi-Family Development Site Plan, 21111-21435 Coolidge Highway**

Vice Chairperson Brown referenced City Planner Rulkowski's report, dated August 6, 2018: *In August of 2017, a joint effort of Spero Housing Group & Southwest Solutions received Final Site Plan approval for the construction of 64 one, two, and three bedroom ranches and townhomes (ranging from 800-1,350 square feet). The project also includes a shared recreational space, a community center and a tot lot. Site Plan approvals expire one year after they are granted if application for a building permit has not been submitted and construction commenced. Recently, Spero Housing Group & Southwest Solutions received needed*

authorization for funding and are now ready to proceed with the project. The applicant has re-submitted the Site Plan originally approved in April of last year for reconsideration.

The property is currently zoned PMF, based on the actions of the Planning Commission in 2004 approving a Conceptual PMF Development Plan which resulted in the property's rezoning.

The City's original hope for the property was a residential design that incorporated a minimal front yard setback, parking in the rear, and an environment that was friendly to people and conducive to walking. However, after a detailed survey was completed, it was discovered that a 30 foot Oakland County sewer drain easement prevented the construction of any structures on top of the easement. The result is a modified site design that although necessitating a 30 foot building setback, is still able to achieve many of the City's initial design goals. The proposed Final Site Plan shows a majority of the parking in the rear of project, with the exception being on the northern portion of the property where the depth of the property is narrower. A meandering secondary sidewalk has been added to the front of the residential units and connects to the public sidewalk along Coolidge Highway. This sidewalk provides any easy access through the site for people walking as well as connecting the project to the surrounding neighborhood. The combination of the deeper building setbacks, large open space, and enhanced landscaping should give the project a very appealing visual character.

Planned zoning districts such as the PMF, Planned Multifamily District, allow for greater flexibility in site requirements. In Oak Park's PMF District, the Planning Commission may require:

- More or less setbacks (subject to final approval of proposed text amendment)
- More or less usable open space
- More or less parking
- More or less screening and landscaping (subject to final approval of proposed text amendment)

The proposed Site Plan meets the Zoning Ordinance's minimum requirements for height, and floor area. The proposed Site Plan meets the Zoning Ordinance's minimum requirements for building setbacks with the exception of the area where the property's depth narrows between Cloverdale and Northend Avenues. The required rear yard setback is 40 feet and the proposed setback is 25 feet. This area is proposed to receive additional landscaping which should help screen the impact of the buildings being slightly closer to the rear property line. The flexibility of the PMF District allows the Planning Commission to approve such a reduction in this setback requirement.

As required by the Zoning Ordinance, the proposed Site Plan includes a six foot high privacy fence along the rear property line. This type of screening is consistent with the screening method used in the first phase of the project constructed in 2005 and requested by the adjacent neighbors at that time. A community meeting was held by the applicants on August 2nd to discuss the proposed project and input from those in attendance confirmed their preference for a vinyl privacy fence.

The proposed Site Plan identifies that there will be 64 residential units with a mixture of units ranging from one, two and three bedroom ranches to two and three bedroom townhomes. Sizes range from 800 square feet to 1,350 square feet. The front (and rear) elevations of the

proposed buildings are attractive, combining composite stone and vinyl building finishes along with covered porches over entranceway doors.

The Zoning Ordinance parking provisions require two parking spaces per unit. The Site Plan shows 128 parking spaces for the residential units with an additional 25 parking spaces for the common building. The majority of the parking spaces are located in the rear of the property. Traffic circulation throughout the development is provided by a two-way, twenty-two foot wide drive that connects to Pasadena, Cloverdale, and Northend. The presented design is efficient and should satisfactorily evenly distribute the trips to and from the development to the adjacent streets. The Engineering Division has reviewed this layout and considers it acceptable.

Engineering plans (storm water management, etc.) for the site need to be submitted to the City Engineering Division for review and approval as part of a Land Development Permit.

The application submittal includes a detailed landscaping plan with a good variety of trees (Maples, Elms & Honeylocust) and shrubs (Forsythia, Lilac and Arbovitae) with the remainder non-hard surfaced areas grass. A note on the landscaping plan indicates an underground automatic irrigation system will be included as required by the Zoning Ordinance. The applicants will be presenting a slightly modified version of the landscaping plan at the Planning Commission meeting which will include additional landscaping for the area with a reduced rear yard setback (between Cloverdale and Northend Avenues).

Dumpsters have been positioned within the development in a way that should lead to easy servicing. A dumpster enclosure detail has been submitted that is acceptable.

There is no indication on the elevation or Site Plan of any proposed rooftop or ground mechanical equipment. Any proposed ground or rooftop mechanical equipment will need to be screened as required by Section 1716 of the Zoning Ordinance.

There is no outdoor parking lot lighting indicated on the proposed Site Plan. Any proposed outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic.

No new signs are indicated on the Site Plan and therefore no signs are approved as part of the Site Plan review.

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

- 1) Plans for the proposed storm water management system will need to be reviewed and approved by the Engineering Division as part of a Land Improvement permit.
- 2) All proposed roof top or ground level mechanical equipment must be screened as required in Section 1716.
- 3) Any proposed outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic.
- 4) 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: Brown, Burns, McClellan, Seligson, Walters-Gill
 No: None

MOTION CARRIED

2) City of Oak Park Complete Streets Plan – Review and Adopt

Vice Chairperson Brown referenced Management Analyst Dale's report dated August 9, 2018:

The purpose of this document is to provide a general background on the issues of non-motorized transportation and Complete Streets, as well as to present ideas and guidance on how to address these issues through policies, programs, and design guidelines for facility improvements.

Non-motorized transportation, also known as active transportation or human-powered transportation, includes walking, bicycling, other small-wheeled transportation methods, and wheelchair travel. Complete Streets are what you get when you have transportation routes that account for pedestrians and bicyclists just as equally as they account for automobiles and mass public transit.

This plan is intended to be a supplement of, not a replacement for, documents such as the City's Master Plan, the City's Strategic Economic Development Plan, and any other relevant local, state, or federal document. Further, given the evolving nature of non-motorized transportation, this plan should be periodically reevaluated to determine its relevance and appropriateness.

It is my hope that this document will be used for reference for decades to come when current and future City officials are planning for infrastructure and transportation improvements. If the members of the Planning Commission find this document to be thorough and sound, it would be appropriate for it to be officially adopted.

Commissioner Burns commented on how forward thinking the complete streets plan is and essential to the progression of the City.

Vice Chairperson Brown expressed some safety concerns with the introduction of other traffic, such as bicycles, to regular car traffic on the street.

MOTION by Seligson, SECONDED by Burns, to approve the City of Oak Park Complete Streets Plan.

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

MOTION CARRIED

3) Redevelopment Ready Certified Technical Assistance – Zoning Ordinance Audit and Update

Community and Economic Development Director Marrone gave an update regarding the City's status in the MEDC Redevelopment Ready program. Carmine Abintini, a consultant provided to the City by the State of Michigan, will be in the process of reviewing City ordinances to make sure they comply with the Redevelopment Ready Certification. This may lead to future ordinance and zoning changes.

4) September 10th Planning Commission Meeting

City Planner Rulkowski expressed concern with making quorum for this meeting due to religious holidays.

It was consensus among the Planning Commission not to adjust the schedule of the meetings. The Commission plans to meet as scheduled on September 10, 2018.

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, Vice Chairperson Brown adjourned the meeting at 7:25 p.m.

Lisa Vecchio, Deputy City Clerk

**CITY OF OAK PARK
COURT MANAGEMENT COUNCIL
THURSDAY, APRIL 19, 2018
MINUTES**

Meeting was called to order at 10:30 a.m., in the Executive Conference Room, Oak Park City Hall, 14000 Oak Park Blvd, Oak Park, MI, by Chairperson Tungate and roll call was made.

PRESENT: City Manager Breuckman
City Manager Tungate
City Manager Sullivan

ABSENT: Judge Friedman-Appel
Board Member Crawford

OTHERS PRESENT: Deputy City Clerk, Lisa Vecchio
Director of Special Projects, Crystal McLain

3. APPROVAL OF AGENDA OF APRIL 19, 2018:

MOTION by Sullivan, SECONDED by Breuckman, to approve the agenda of April 19, 2018.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF THE MINUTES OF FEBRUARY 22, 2018:

MOTION by Sullivan, SECONDED by Breuckman, to approve the minutes of February 22, 2018 with one amendment.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COURT MANAGEMENT COUNCIL MATTERS FOR DISCUSSION:

a. FY 2018-19 BUDGET

The Council reviewed and discussed the draft FY 2018-19 budget for the 45th District Court. Chairperson Tungate pointed out that revenues for 2017-18 increased in comparison to last year. The FY 2018-19 City Manager recommended budget for remains conservative in revenue estimations.

MOTION by Sullivan, SECONDED by Breuckman, to approve the FY 2018-19 City Manager recommended budget and submit it to the Oak Park City Council.

VOTE: Yes: Breuckman, Tungate, Sullivan
No: none

MOTION CARRIED

b. RFQ FOR CONSULTING SERVICES

The Council discussed the RFQ for a benchmarking study, what to include in the request, and what type of consultants to target. Chairperson Tungate agreed to get the RFQ posted by May 10 with a submission deadline of May 31, 2018. They plan to review submissions and select a maximum of three (3) firms to interview firms at their meeting in June.

c. PLEASANT RIDGE REVENUE TRACKING REPORTS

There is concern regarding the Court's inability to provide a report with a breakdown of what revenues are going to Pleasant Ridge. Vice Chairperson Breuckman explained that despite this, he has been focusing on the end estimated revenue goal and collecting according to that figure.

It was discussed that there is possibly a way to provide these reports, with the proper use of the software. Secretary Sullivan suggested getting in touch with the 44th District Court in Royal Oak and working with their administrator on how to properly utilize the software to compile such reports.

d. NEXT REGULAR MEETING

The CMC set the date of their next meeting for Thursday, June 14 at 10:30 a.m.

6. PUBLIC COMMENT: There were no members of the public present.

7. COURT MANAGEMENT COUNCIL MEMBER COMMENT

Chairperson Tungate mentioned that the beginnings of the Court renovation are in progress. City Council just approved the selection of OHM Advisors, who will be submitting drafts of the renovation project.

8. ADJOURNMENT:

MOTION by Breuckman, SECONDED by Sullivan, to adjourn the meeting. Chairperson Tungate adjourned the meeting at 11:21 a.m.

Lisa Vecchio, Deputy City Clerk

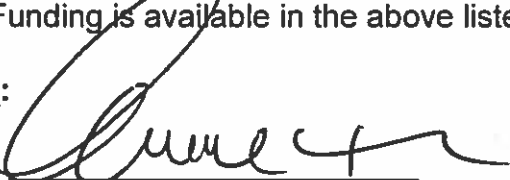


5D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**AGENDA OF:** October 15, 2018**AGENDA #****SUBJECT:** Payment request from OHM Advisors for Engineering Consulting Services.**DEPARTMENT:** DPW/Technical & Planning – Engineering GWS**SUMMARY:** Attached are invoices from OHM Advisors for the projects listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
Seneca and Sherman Pocket Parks	\$6,040.00	\$54,052.00	\$60,092.00	\$64,000.00	202-18-479-801 ⁹²
Traffic Signal Optimization	\$6,435.52	\$170,339.72	\$176,775.24	\$184,662.88	202-18-474-801
SAW Grant Support	\$29,725.00	\$162,306.08	\$192,031.08	\$216,000.00	592-16-619-818
GLWA Contract Support	\$1,155.00	\$21,065.00	\$22,220.00	\$22,500.00	592-18-538-801 592-18-540-801
Architectural and Engineering for Court – Design Development	\$15,356.25	\$15,356.25	\$30,712.50	\$61,425.00	470-70-900-801
Technology Design for the Court Project	\$2,533.75	\$0.00	\$2,533.75	\$28,026.00	256-50-136-956
Totals	\$61,245.52	\$423,119.05	\$484,364.57	\$576,613.88	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$61,245.52. Funding is available in the above listed account.

APPROVALS:City Manager: Department Director: Finance Director: Budgeted ☒**EXHIBITS:** Invoices



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196858
Project: 0037-18-0010

Project Name: Nine Mile Pocket Parks

For Professional Services Rendered through: 8/11/2018

Design Development	5,420.00
Const Documents	140.00
Bidding	480.00
Survey	0.00

Amount Due This Invoice ** 6,040.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196858
Project: 0037-18-0010

Design Development**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Grad. Arch./Landscape Arch. I	44.00	90.0000	3,960.00
Professional Engineer/Architect I	6.00	130.0000	780.00
Fixed Rates Labor subtotal	50.00		4,740.00
Total Design Development			4,740.00

Const Documents**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Engineer/Architect II	1.00	140.0000	140.00
Total Const Documents			140.00

Bidding**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Grad. Arch./Landscape Arch. III	4.00	120.0000	480.00
Total Bidding			480.00

Design Development**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Graduate Engineer I	4.00	110.0000	440.00
Graduate Engineer II	2.00	120.0000	240.00
Fixed Rates Labor subtotal	6.00		680.00
Total Design Development			680.00

Total Project: 0037180010 - Nine Mile Pocket Parks**6,040.00****REMIT TO:**

OHM Advisors

34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196853
Project: 0037-15-0060

Project Name: Signal Optimization of 36 Locations

Progress Billing #23 Percent Complete 90%

For Professional Services Rendered through: 8/18/2018

Analysis of Costs

Direct Salaries	1,719.65
Overhead % 174.49	3,000.61
Total Direct Personnel	4,720.26
Total Other Direct Charges	
Cost of Money 0.85	14.65
Total Costs	4,734.91
Fixed Fee	0.00
Total Charges/Fees	4,734.91
Amount Due This Invoice **	4,734.91

Total Contract Amount	184,662.88
Total Amount Previously Invoiced	170,339.72
Total Amount For This Invoice	4,734.91
Total Amount Invoiced To Date	175,074.63
Contract Amount Remaining	9,588.25

REMIT TO:

OHM Advisors

34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196853
Project: 0037-15-0060

Professional Fees

Fixed Rates Labor

Classification / Employee Name

Hours Rate Amount

Associate

STEVEN M. LOVELAND

10.50 48.0769 504.81

Graduate Engineer II

MATTHEW CLARK

43.00 26.9000 1,156.70

1.50 26.9000 40.35

Technician III

JAMIE LAU

0.50 35.5769 17.79

Fixed Rates Labor subtotal 55.50 1,719.65

Total Professional Fees 55.50 4,734.91

Project Totals Hours: 55.50 Labor: 1,719.65

Total Project: 0037150060 - Signal Optimization of 36 Locations 4,734.91

REMIT TO:

OHM Advisors

34000 PLYMOUTH RD

LIVONIA, MICHIGAN 48150-1512

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 09/24/2018
Invoice #: 197736
Project: 0037-15-0060

Project Name: Signal Optimization of 36 Locations

Progress Billing #24 Percent Complete 90%

For Professional Services Rendered through: 9/15/2018

Analysis of Costs

Direct Salaries	617.64
Overhead % 174.49	1,077.73
Total Direct Personnel	1,695.37
Total Other Direct Charges	
Cost of Money 0.85	5.24
Total Costs	1,700.61
Fixed Fee	0.00
Total Charges/Fees	1,700.61
Amount Due This Invoice **	1,700.61

Total Contract Amount	184,662.88
Total Amount Previously Invoiced	175,074.63
Total Amount For This Invoice	1,700.61
Total Amount Invoiced To Date	176,775.24
Contract Amount Remaining	7,887.64

REMIT TO:

OHM Advisors

34000 PLYMOUTH RD

LYONIA, MICHIGAN 48150-4542

T 734.522.6711

F 734.522.6437

OHMAdvisors.com



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

Invoice Date: 09/24/2018
Invoice #: 197736
Project: 0037-15-0060

Professional Fees

Fixed Rates Labor

Classification / Employee Name

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate			
STEVEN M. LOVELAND	7.00	48.0769	336.54
Graduate Engineer I			
IFEOLUWA OGUNDEJI	1.50	26.0000	39.00
Graduate Engineer II			
MATTHEW CLARK	4.00	26.9000	107.60
	5.00	26.9000	134.50
Fixed Rates Labor subtotal	17.50		617.64
Total Professional Fees	17.50		1,700.61
Project Totals	Hours: 17.50	Labor:	617.64

Total Project: 0037150060 - Signal Optimization of 36 Locations 1,700.61

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196856
Project: 0037-15-0091

Project Name: Oak Park Wastewater AMP SAW Support

For Professional Services Rendered through: 8/11/2018

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Task 1 - System Inventory	4,000.00	3,722.25	277.75	0.00
Task 2 - Condition Assessment	75,000.00	67,811.23	7,188.77	7,170.00
Task 3 - GIS Integration of System Data	37,000.00	26,937.00	10,063.00	6,323.75
Task 4 - Level of Service Determination	2,000.00	650.00	1,350.00	0.00
Task 5 - AMP/CIP Report	50,000.00	28,089.35	21,910.65	7,466.25
Task 6 - Cost/Revenues	2,000.00	1,793.75	206.25	87.50
Work Order System	10,000.00	3,186.50	6,813.50	0.00
Operations Dashboard	2,000.00	116.00	1,884.00	0.00
Mobile Application	4,000.00	0.00	4,000.00	0.00
Amount Due This Invoice **	186,000.00	132,306.08	53,693.92	21,047.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

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CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196856
Project: 0037-15-0091

Task 2 - Condition Assessment**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Graduate Engineer I	55.00	110.0000	6,050.00
Professional Engineer/Architect II	8.00	140.0000	1,120.00
Fixed Rates Labor subtotal	63.00		7,170.00
Total Task 2 - Condition Assessment			7,170.00

Task 3 - GIS Integration of System Data**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Engineering/Architectural Aide	13.75	60.0000	825.00
Graduate Engineer I	18.50	110.0000	2,035.00
Graduate Engineer II	4.00	120.0000	480.00
Graduate Engineer III	8.75	125.0000	1,093.75
Professional Engineer/Architect II	8.00	140.0000	1,120.00
Technician III	7.00	110.0000	770.00
Fixed Rates Labor subtotal	60.00		6,323.75
Total Task 3 - GIS Integration of System Data			6,323.75

Task 5 - AMP/CIP Report**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	2.50	175.0000	437.50
Engineering/Architectural Aide	6.00	60.0000	360.00
Graduate Engineer I	21.00	110.0000	2,310.00
Graduate Engineer II	9.00	120.0000	1,080.00
Graduate Engineer III	9.25	125.0000	1,156.25
Professional Engineer/Architect II	13.50	140.0000	1,890.00
Professional Engineer/Architect III	1.50	155.0000	232.50
Fixed Rates Labor subtotal	62.75		7,466.25
Total Task 5 - AMP/CIP Report			7,466.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
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T 734 522.6711
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Task 6 - Cost/Revenues**Fixed Rates Labor****Classification**

Associate

Hours**Rate****Amount**

0.50

175.0000

87.50

Total Task 6 - Cost/Revenues**87.50**

Total Project: 0037150091 - Oak Park Wastewater AMP SAW Support**21,047.50****REMIT TO:**

OHM Advisors

34000 PLYMOUTH RD

LIVONIA, MICHIGAN 48150-1512

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 09/21/2018
Invoice #: 197678
Project: 0037-15-0091

Project Name: Oak Park Wastewater AMP SAW Support

For Professional Services Rendered through: 9/8/2018

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Task 1 - System Inventory	4,000.00	3,722.25	277.75	0.00
Task 2 - Condition Assessment	75,000.00	74,981.23	18.77	0.00
Task 3 - GIS Integration of System Data	37,000.00	33,260.75	3,739.25	1,237.50
Task 4 - Level of Service Determination	2,000.00	650.00	1,350.00	187.50
Task 5 - AMP/CIP Report	50,000.00	35,555.60	14,444.40	6,948.75
Task 6 - Cost/Revenues	2,000.00	1,881.25	118.75	0.00
Work Order System	10,000.00	3,186.50	6,813.50	43.75
Operations Dashboard	2,000.00	116.00	1,884.00	0.00
Mobile Application	4,000.00	0.00	4,000.00	260.00
Amount Due This Invoice **		186,000.00	153,353.58	32,646.42
			8,677.50	

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 09/21/2018
Invoice #: 197678
Project: 0037-15-0091

Task 3 - GIS Integration of System Data**Fixed Rates Labor****Classification**

Technician III

Hours	Rate	Amount
11.25	110.0000	1,237.50

Total Task 3 - GIS Integration of System Data**1,237.50**

Task 4 - Level of Service Determination**Fixed Rates Labor****Classification**

Graduate Engineer III

Hours	Rate	Amount
1.50	125.0000	187.50

Total Task 4 - Level of Service Determination**187.50**

Task 5 - AMP/CIP Report**Fixed Rates Labor****Classification**

Associate

Graduate Engineer I

Graduate Engineer II

Graduate Engineer III

Professional Engineer/Architect II

Professional Engineer/Architect III

Hours	Rate	Amount
1.00	175.0000	175.00
27.50	110.0000	3,025.00
8.00	120.0000	960.00
8.25	125.0000	1,031.25
12.00	140.0000	1,680.00
0.50	155.0000	77.50

Fixed Rates Labor subtotal

57.25

6,948.75

Total Task 5 - AMP/CIP Report**6,948.75**

Work Order System**Fixed Rates Labor****Classification**

Associate

Hours	Rate	Amount
0.25	175.0000	43.75

Total Work Order System**43.75**

Mobile Application**Fixed Rates Labor****Classification**

Technician IV

Hours	Rate	Amount
2.00	130.0000	260.00

Total Mobile Application**260.00**

Total Project: 0037150091 - Oak Park Wastewater AMP SAW Support**8,677.50****REMIT TO:**

OHM Advisors

34000 PLYMOUTH RD

LIVONIA, MICHIGAN 48150-1512

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196860
Project: 0037-18-0021

Project Name: GLWA Contract Negotiation Support

For Professional Services Rendered through: 8/11/2018

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
0037180021 Professional Services	22,500.00	21,065.00	1,435.00	1,155.00
Amount Due This Invoice **	22,500.00	21,065.00	1,435.00	1,155.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196860
Project: 0037-18-0021

0037180021 Professional Services

Fixed Rates Labor

Classification

Associate

Hours

Rate

Amount

3.00

175.0000

525.00

Professional Engineer/Architect II

4.50

140.0000

630.00

Fixed Rates Labor subtotal

7.50

1,155.00

Total Professional Services

1,155.00

Total Project: 0037180021 - GLWA Contract Negotiation Support

1,155.00

REMIT TO:

OHM Advisors

34000 PLYMOUTH RD

LIVONIA, MICHIGAN 48150-1512

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/24/2018
Invoice #: 196862
Project: 0037-18-0041

Project Name: Architectural and Engineering for 45th District Court Renovations - Part 2 and 3

For Professional Services Rendered through: 8/11/2018

<i>Construction Amount</i>	<i>Construction Percent</i>	<i>Contract Amount</i>	<i>Percent Complete</i>	<i>Amount Earned to Date</i>
910,000.00	6.75	61,425.00	50.00	15,356.25
Amount Due This Invoice **				15,356.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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

Invoice Date: 09/21/2018
Invoice #: 197679
Project: 0037-18-0041

Project Name: Architectural and Engineering for 45th District Court Renovations - Part 2 and 3

For Professional Services Rendered through: 9/8/2018

<i>Construction Amount</i>	<i>Construction Percent</i>	<i>Contract Amount</i>	<i>Percent Complete</i>	<i>Amount Earned to Date</i>
910,000.00	6.75	61,425.00	75.00	15,356.25
Amount Due This Invoice **				15,356.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

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

Invoice Date: 09/21/2018
Invoice #: 197680
Project: 0037-18-0050

Project Name: 45th District Court - A/MEP to support Technology Improvements

For Professional Services Rendered through: 9/8/2018

0037180050 Architectural and Project Management	1,306.25
Mechanical	627.50
Electrical	600.00
Amount Due This Invoice **	2,533.75

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD

T 734.522.6711



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

Invoice Date: 09/21/2018
Invoice #: 197680
Project: 0037-18-0050

0037180050 Architectural and Project Management**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	0.25	175.0000	43.75
Professional Engineer/Architect III	6.50	155.0000	1,007.50
Professional Engineer/Architect IV	1.50	170.0000	255.00
Fixed Rates Labor subtotal	8.25		1,306.25
Total Architectural and Project Management			1,306.25

Mechanical**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Graduate Engineer I	0.25	110.0000	27.50
Technician I	8.00	75.0000	600.00
Fixed Rates Labor subtotal	8.25		627.50
Total Mechanical			627.50

Electrical**Fixed Rates Labor**

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician I	8.00	75.0000	600.00
Total Electrical			600.00

Total Project: 0037180050 - 45th District Court - A/MEP to support Technology Improvements	2,533.75
--	----------

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512
T 734.522.6711
F 734.522.6187

MERCHANT'S LICENSES - October 3rd, 2018

(Subject to All Departmental Approvals)

(Subject to the Departmental Approvals)

NEW MERCHANT		ADDRESS	FEES	BUSINESS TYPE
METROPCS		26102 GREENFIELD RD.	\$150.00	RETAIL
RENEWALS		ADDRESS	FEES	BUSINESS TYPE
LIVE MONDO-CREATE RENOVATE B.C & F. TOOL COMPANY		8136 NINE MILE	\$225.00	OFFICE
		26670 HARDING	\$150.00	INDUSTRIAL
DISCOVERED OPERATING WITHOUT A BL		ADDRESS	FEES	BUSINESS TYPE
FELLERS INC.		13341 NORTHEND AVE	\$825	WHOLESALE DIST.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: Adoption of Obsolete Property Rehabilitation Act (OPRA) District Resolution

DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department recommends to city council to open the public hearing to discuss the establishment of an Obsolete Property Rehabilitation District for a portion of Lincoln Center complex parcel 52-25-19-101-036. The purpose of establishing the district is to encourage redevelopment of the functionally obsolete building previously occupied by KMart. The incentive, if granted, would essentially freeze the local property taxes for a period of up to 12 years, exempting from local property tax all real property improvements. Establishing the district will allow Oak Park to target this parcel as an area for redevelopment. Creating the district is the first step in the process. An applicant will then need to apply for the incentive which will also need city council approval.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: City Council pass a resolution to establish an Obsolete Property Rehabilitation District for parcels 52-25-19-101-036 otherwise known as a portion of Lincoln Center.

APPROVALS:

City Manager: _____

Director: _____

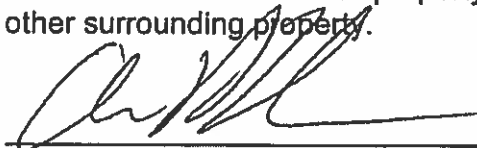
Finance Director: _____

EXHIBITS: Resolution, copy of public notice

AFFIDAVIT OF CITY OF OAK PARK ASSESSOR

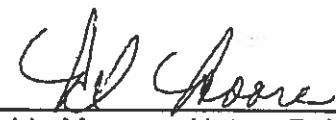
I, Aaron P. Powers, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the City of Oak Park as the City Assessor.
2. I am a certified Michigan Master Assessing Officer (4).
3. I am familiar with the property located at 26200 Greenfield, in the City of Oak Park
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.



Aaron P. Powers, City Assessor

Subscribed and sworn to before me by Aaron Powers on October 2, 2018.



Robin Moore Notary Public
Wayne County, Michigan
Commission Expires: March 30, 2020

Prepared by:
Aaron P. Powers (R-6684)
City Assessor
14300 Oak Park Blvd.
Oak Park, MI 48237
(248) 691-7552

**CITY OF OAK PARK, MICHIGAN
NOTICE OF PUBLIC HEARING
ON THE ESTABLISHMENT OF AN
OBSOLETE PROPERTY REHABILITATION DISTRICT**

NOTICE IS HEREBY GIVEN that the Oak Park City Council will hold a Public Hearing on Monday, October 15, 2018, at 7:00 P.M. or as soon thereafter as the hearing may be commenced, at the Oak Park City Hall, 14000 Oak Park Blvd., Oak Park, MI 48237. The purpose of the Public Hearing is to receive public comment regarding the establishment of an Obsolete Property Rehabilitation District at Property Identification No.: 52-25-19-101-036 commonly known as a portion of Lincoln Center 26200 Greenfield Rd., (the complete legal description(s) of the real property are available for public inspection at Oak Park City Hall).

PLEASE TAKE FURTHER NOTICE that in the event an Obsolete Property Rehabilitation District is established by the Oak Park City Council at or following the public hearing, a rehabilitated facility (but not the land on which the rehabilitated facility is located, or personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14) for which an Obsolete Property Rehabilitation Certificate is approved is exempt from ad valorem property taxes collected under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157 so long as the Certificate is in force.

All owners of real property within the proposed District, all residents, taxpayers and the general public are invited to attend the Public Hearing to have an opportunity to be heard and provide input regarding the establishment of the Obsolete Property Rehabilitation District. Please note that all aspects on the establishment of the District are open for discussion at the public hearing. In advance of the meeting, written comments may be addressed to the City of Oak Park, Attention: City Clerk, 14000 Oak Park Blvd., Oak Park, MI 48237.

The City of Oak Park will comply with the spirit and intent of the Americans 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.

T. Edwin Norris
City Clerk

**RESOLUTION TO ESTABLISH AN OBSOLETE PROPERTY
REHABILITATION DISTRICT**

Minutes of a regular meeting of the city council of the city of Oak Park, held on
Wednesday October 15, 2018 at city council chambers in Oak Park at 7 p.m..

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and
supported by _____.

**Resolution (resolution number) Establishing an Obsolete Property Rehabilitation
(OPRA) District for the City of Oak Park**

WHEREAS, pursuant to PA 146 of 2000, the city of Oak Park has the authority to
establish "Obsolete Property Rehabilitation Districts" within the City of Oak Park; and

WHEREAS, the city of Oak Park has filed a written request with the clerk of the city of
Oak Park requesting the establishment of the Obsolete Property Rehabilitation District
for an area in the vicinity of 26200 Greenfield located in the city of Oak Park hereinafter
described; and

WHEREAS, the city council of the city of Oak Park determined that the district meets the
requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by certified mail to all owners of real property
located within the proposed district and to the public by newspaper advertisement in the
Oakland Press and/or by public posting of the hearing on the establishment of the
proposed district not less than 10 days or more than 30 days before the date of the
hearing; and

WHEREAS, on October 15, 2018, a public hearing was held and all residents and
taxpayers of the city of Oak Park were afforded an opportunity to be heard thereon; and

WHEREAS, the city council deems it to be in the public interest of the city of Oak Park
to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Oak Park that
the following described parcel(s) of land situated in the city of Oak Park, Oakland
County, and State of Michigan, to wit:

52-25-19-101-036 Part of the Northwest 1/4 of Section 19, Town 1 North, Range 11 East,
City of Oak Park,

Oakland County, Michigan is being described as: Commencing at the West 1/4 corner of said Section 19, said point lying in Green field Road (60 feet half width); thence North 02 degrees 37 minutes 00 seconds West, 899.16 feet along the West line of said Section 19; thence North 87 degrees 23 minutes 00 seconds East, 60.00 feet for a place of beginning; thence North 02 degrees 37 minutes 00 seconds West, 623.29 feet along the East line of said Green field Road; thence North 87 degrees 46 minutes 49 seconds East, 598.23 feet; thence South 02 degrees 10 minutes 00 seconds East, 620.04 feet along the West line of Joan Heights Subdivision No. 1, as recorded in Liber 30 of Plats, Page 3, Oakland County Records; thence South 87 degrees 39 minutes 32 seconds West, 229.71 feet; thence South 02 degrees 05 minutes 28 seconds East, 11.94 feet; thence South 87 degrees 46 minutes 49 seconds West, 311.05 feet; thence North 75 degrees 08 minutes 09 seconds West, 31.28 feet; thence South 87 degrees 46 minutes 49 seconds West, 22.65 feet to the place of beginning.

Containing 8.578 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any,

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as Oak Park Obsolete Property Rehabilitation District No. 1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the city council of the city of Oak Park, County of Oakland, Michigan at a regular meeting held on October 15, 2018.

Clerk



8B

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: Obsolete Property Rehabilitation Exemption Application

DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development and Communications Department recommends to city council to grant an application for an Obsolete Property Rehabilitation Exemption Certificate for Kroger Co. of Michigan on parcel 52-25-19-101-036. Based upon the city policy for OPRA tax exemptions and the investment from Kroger Co. of Michigan this project qualifies for the full 12 year exemption certificate which would require a minimum investment of \$2,000,000. The guidelines state that the duration is determined by the following:

- New real property investments may receive a (6) year certificate for an initial investment of \$500,000
- An additional one (1) year may be granted for every \$250,000 of investment over the initial \$250,000 minimum investment

FINANCIAL STATEMENT: Taxes will continue to be levied at the current tax rate.

RECOMMENDED ACTION: City Council approve 12 years for the Obsolete Property Rehabilitation Exemption Certificate for parcel 52-25-19-101-036 at 26200 Greenfield Rd. (previously known as Kmart)

APPROVALS:

City Manager:

Director:

Finance Director:



The Kroger Co.

1014 Vine Street
September 27, 2018

Cincinnati OH 45202-1100

Kimberly Marrone

Director, Economic Development and Communications

14300 Oak Park Blvd.

Oak Park, MI 48237

Dear Director Kimberly Marrone,

On behalf of The Kroger Co. of Michigan, we would like to request that an OPRA District is created in the City of Oak Park, located at 26200 Greenfield Road, north of I-696. The Company would relocate a store just outside of the City of Oak Park city limits in Southfield, MI to a location approximately 1.5 miles north and into Oak Park, redeveloping a vacant building into a new, Company owned combination store that is ~33% larger than the existing store. Construction would commence Q2 of 2019 with an expected completion date within Q1 of 2020.

The OPRA tax abatement is vital to the Company's decision to open the new store in Oak Park, as this incentive is imperative to make the project economically viable. This support from the City would also allow for the increase in store size, increase the employment base from the existing employment at the current store and create the ability for the Company to offer an increased amount and variety of products.

The new location would fill a void in a vacant commercial location within the City's limits, potentially attracting additional tenants to nearby locations and creating a hub for increased commercial activity. With increased amenities, the City could realize increased residential demand, spurring revenue growth for local businesses and entrepreneurs.

The Company's goals would align with the City's as well, immediately contributing to the economic and social well-being of the community. The Company launched its Zero Hunger, Zero Waste initiative this past year with an ambitious goal of ending hunger in the Company's communities by: accelerating food donations to give 3 billion meals annually by 2025, donating balanced meals, advocating for public policy solutions to address hunger and help communities divert food waste from landfills, collaborating with likeminded entities such as Feeding America and the World Wildlife Fund, and more. The Company would welcome ways to integrate this program in the City.

The Company would create dozens of new jobs, available to Oak Park residents, that can transform into a career path that includes part-time positions, internships, management positions, and into the Company's Division and Corporate operations. Whether a resident is seeking part-time work to supplement an existing job or schedule, or if a resident is desiring to manage a team and ultimately influence the strategy of the Company, the Company employs over 400,000 associates who all make an impact in their communities. As you can see in the Company's 2018 Sustainability Report, the Company strives to be the best community steward for its customers & communities, its people, the products it provides, and the planet. You can access the report here: http://sustainability.kroger.com/Kroger_CSR2018.pdf.

We appreciate your time and consideration in creating the OPRA district to cover the location highlighted above, and we hope you receive and accept our application to provide support to make the new store a reality for the City of Oak Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Smith".

Ian Smith
Manager, Economic Development
The Kroger Co.

D-751 Oak Park

Itemized Listing of Estimated Project Costs

Cost Category	Estimated Costs
Land and Site Work (Earthwork, Demolition, Utilities, Exterior Improvements)	\$4,400,000
Construction Costs	\$5,250,000
-General Conditions, Concrete, Masonry, Metals, Wood, Plastic, Composites	
-Thermal & Moisture Protection, Openings, Finishings, Specialties, Equipment	
- Conveying, Fire Suppression, Plumbing, HVAC, Electrical, Communications,	
- Electronic Safety & Security	
Fixed Building Equipment (Including Installation)	\$5,150,000
Soft Costs (Eng., Arch., Due Diligence, Development/Permitting Fees, Etc.)	\$700,000
Fuel Center	\$1,750,000
TOTAL ESTIMATED PROJECT COST	\$17,250,000

(11) REMAINING

PROPOSED PARCEL LINE

BUILDING DEMO LINE

PROPOSED PARCEL LINE

SITE DATA

PARCEL DATA

P/D	ZONING	AREA
25-19-101-033	B-2	7.94 AC.

BUILDING DATA

EXISTING BUILDING	+/-	57,000 SF
PROPOSED EXPANSIONS	+/-	5,623 SF
TOTAL	+/-	92,623 SF

SETBACKS

FRONT	50 FT
REAR	25 FT
SIDE	15/30 FT
(NO SIDE SETBACK IS REQUIRED WITH ADEQUATE ACCESS TO REAR OF BUILDING)	

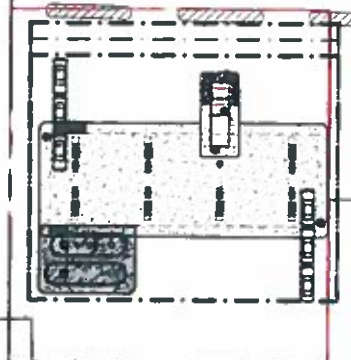
PARKING DATA

TENANT	PROP.	REQ.	FORMULA
KROGER	456	453	1/200 SF (GFA)

LANDSCAPE REQUIREMENTS

- INTERIOR LANDSCAPE = 10% M.N. OF TOTAL LOT AREA.
- PARKING LOT LANDSCAPE = 15 SF / PARKING SPACE.
- 10 FT GREENBELT REQUIRED ALONG GREENFIELD RD. R.O.W.
- SCREEN WALL OR FENCE IS REQUIRED ADJACENT TO R-1 ZONING (REAR OF BUILDING) AND MAY ALREADY EXIST.

* VARIANCE/WAIVER MAY BE NEEDED



PROPOSED FUEL
PARCEL LINE



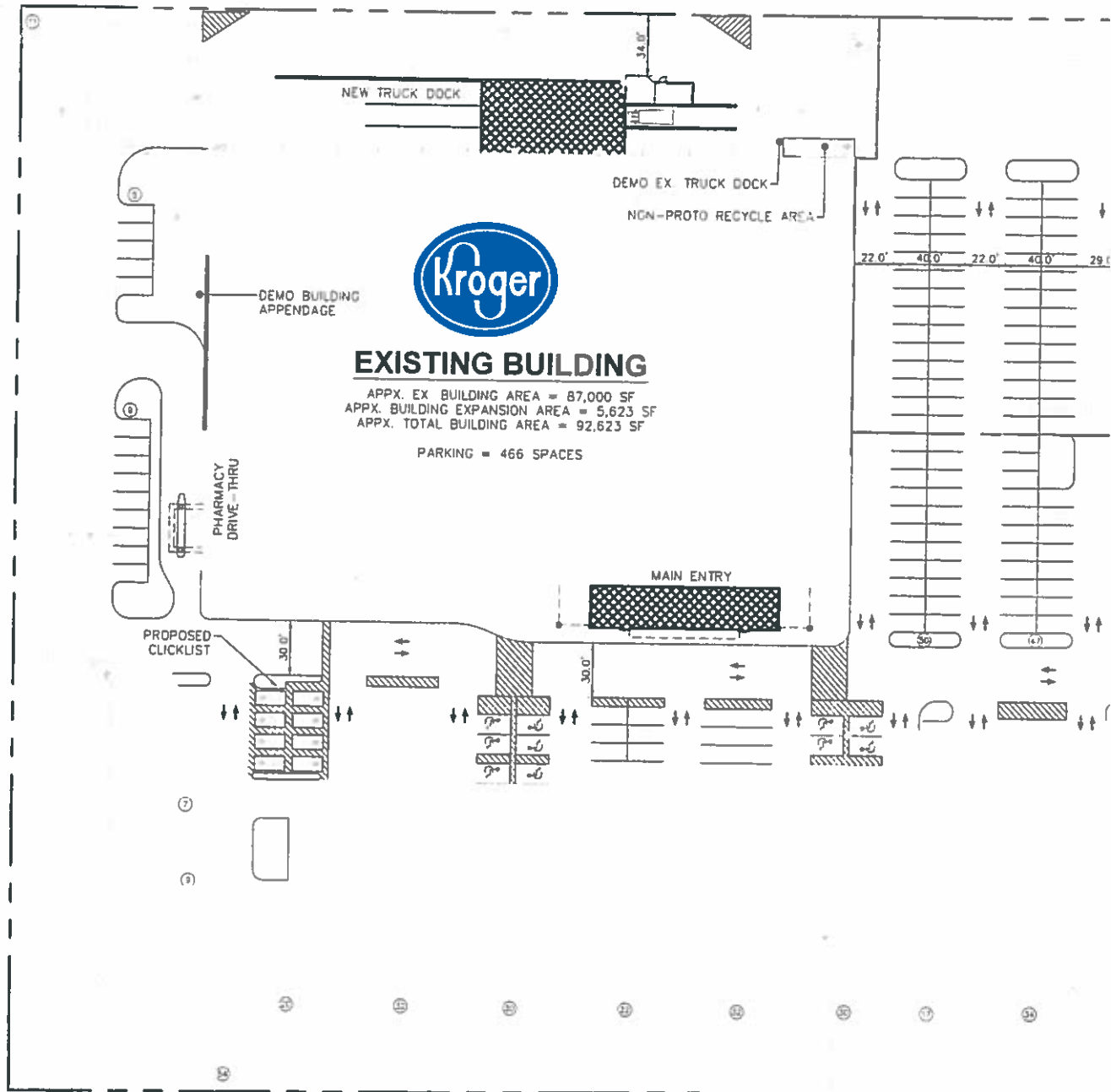
KROGER STORE D751
OAK PARK, MI - OAKLAND COUNTY
CONCEPT - 7

DATE: 09-24-2018
DRAWN: EM
PM: MCPHERSON
JOB #: 16002110

0 20 40
SCALE: 1"=40'

CAD FILE: V:\2018\09\24\2018\KROGER\CONCEPT\16002110.DWG

R-1 ZONING



EXISTING



SIGNAL

GREENFIELD ROAD

RESOLUTION TO APPROVE AN OBSOLETE PROPERTY

REHABILITATION ACT (OPRA) APPLICATION

Minutes of a regular meeting of the city council of Oak Park, held on October 15, 2018, at 14000 Oak Park Blvd, Oak Park, MI in city hall at 7 p.m..

PRESENT:

ABSENT:

The following preamble and resolution were offered by: _____

And supported by: _____

Resolution Approving Obsolete Property Rehabilitation Act Application for Kroger Co. of Michigan for property located at: 26200 Greenfield, Oak Park, MI

WHEREAS, pursuant to PA 146 of 2000, as amended, the city council of the City of Oak Park is a Qualified Local Governmental Unit eligible to establish one or more OPRA Districts; and

WHEREAS, the city council of the City of Oak Park legally established OPRA District on October 15, 2018, pursuant to a public hearing held on October 15, 2018; and

WHEREAS, the city council of the City of Oak Park has determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, the taxable value of this exemption plus the aggregate taxable value of property already exempt does not exceed 5% of the total taxable value of the City of Oak Park; and

WHEREAS, the applicant Kroger Co. of Michigan is not delinquent in any taxes related to the facility; and

WHEREAS, the applicant Kroger Co. of Michigan has provided all required items listed under the application instructions to the City of Oak Park; and

WHEREAS, the application is for obsolete property as defined in Section 2(h) of PA 146 of 2000, as amended; and

WHEREAS, the rehabilitation of this facility, as covered by this exemption, had not begun prior to October 15, 2018, the date the OPRA District, Oak Park Obsolete Property Rehabilitation District No. 2. was established; and

WHEREAS, the application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility within the meaning of PA 146 of 2000, as amended, situated within an OPRA District; and

WHEREAS, completion of the rehabilitation facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, to create employment, to retain employment, and to revitalize an urban area; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(1) of PA 146 of 2000, as amended; and

WHEREAS, the application was approved at a public hearing on October 15, 2018, as provided by Section 4(2) of PA 146 of 2000, as amended, allowing a period of 18 months for completion of the rehabilitation.

NOW THEREFORE, be it resolved by the city council of the City of Oak Park that Kroger be and hereby is granted an Obsolete Property Rehabilitation Act exemption for the Property located in Obsolete Property Rehabilitation District, Oak Park Obsolete Property Rehabilitation District No. 2., at 26200 Greenfield, Oak Park, MI, for a period of 12 years, beginning December 31, 2018, and ending December 30, 2030, pursuant to the provisions of PA 146 of 2000, as amended.

Upon a call of the roll, the vote was:

AYES:

NAYS:

Resolution Declared Adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the city council of the City of Oak Park, County of Oakland, Michigan, as a regular meeting held on October 15, 2018.

**CITY OF OAK PARK, MICHIGAN
NOTICE OF PUBLIC HEARING
ON THE APPLICATION OF KROGER CO.
FOR AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE**

NOTICE IS HEREBY GIVEN that the Oak Park City Council will hold a Public Hearing on Monday, October 15, 2018 at 7:00 P.M. or as soon thereafter as the hearing may be commenced, at the Oak Park City Hall, 14000 Oak Park Blvd., Oak Park, MI 48237. The purpose of the Public Hearing is to receive public comment regarding the Application of Kroger Co. for an Obsolete Property Rehabilitation Certificate for the obsolete facility located at Property Identification No.: 52-25-19-101-036 commonly known as Kmart, 26200 Greenfield Rd., in Lincoln Center (the complete legal description(s) of the real property are available for public inspection at Oak Park City Hall).

PLEASE TAKE FURTHER NOTICE that in the event an Obsolete Property Rehabilitation Certificate is approved by the Oak Park City Council at or following the public hearing, (subject to approval by the State Tax Commission pursuant to MCL 125.2786) the rehabilitated facility (but not the land on which the rehabilitated facility is located, or personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14) will be exempt from ad valorem property taxes collected under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157 so long as the Certificate is in force.

All owners of real property within the proposed District, all residents, taxpayers, representatives of the affected taxing units and the general public are invited to attend the Public Hearing to have an opportunity to be heard and provide input regarding the Application for an Obsolete Property Rehabilitation Certificate. In advance of the meeting, written comments may be addressed to the City of Oak Park, Attention: City Clerk, 14000 Oak Park Blvd., Oak Park, MI 48237.

The City of Oak Park will comply with the spirit and intent of the Americans 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.

T. Edwin Norris
City Clerk

11A

SECREST, 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

October 5, 2018
Invoice # 1347476
Client No. M1409
Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered:

CURRENT BILLING SUMMARY THROUGH SEPTEMBER 30, 2018

Fees for Professional Services	\$144.00
Expenses Advanced	\$0.40
CURRENT BILL DUE	\$144.40

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

REMITTANCE COPY

PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT

**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 502361**October 10, 2018**

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 Sunday, September 30, 2018

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

Date	Description	Amount
09/17/18	Reproduction Charges 1 @ 0.15	0.15
09/24/18	Oakland County Register of Deeds. Updated Title Search, Copy of Quit Claim Deed.	6.00
09/24/18	Reproduction Charges 12 @ 0.15	1.80
	Total Costs Advanced	\$7.95

Total Fees and Disbursements: \$12,091.29

**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 502362

October 10, 2018

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

Re: Aaron G. Pergament v City of Oak Park

*Client 7406
Matter 41*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, September 30, 2018

\$14.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$14.00

*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 502363

October 10, 2018

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 Sunday, September 30, 2018

\$238.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$238.00

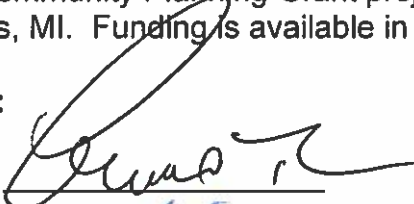
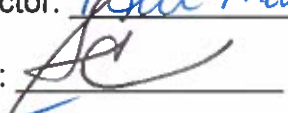
*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 15, 2018**AGENDA #****SUBJECT:** Award bid for the Multi Community Planning Grant Project**DEPARTMENT:** Economic Development and Communications

SUMMARY: At the August 16, 2018 regular meeting of the Oak Park City Council, the Pass through agreement with SEMCOG was approved for the multi community planning grant with the communities of Berkley and Huntington Woods. The project was then advertised and only two bids were received. The low bidder, Spalding DeDecker of Rochester Hills, submitted a bid of \$18,620. References were checked and both Huntington Woods and Berkley agree with the recommendation of Oak Park to utilize their services. The cost of the project was approved for \$19,135.60. The grant will require a 20% match that will be split evenly across all three communities for a cost of roughly \$1,275.71 each. The funds are available in the Corridor Improvement Authority budget.

FINANCIAL STATEMENT: CIA Budget 251-00.000-818.000

RECOMMENDED ACTION: It is recommended City Council award the bid for the Multi Community Planning Grant project to Spalding DeDecker of Rochester Hills, MI. Funding is available in the Corridor Improvement Authority.

APPROVALS:City Manager: Department Director: Finance Director: Budgeted ☒**EXHIBITS:** Bid Tab

BID TABULATION Multi Community Planning Grant		Spalding DeDecker		Hubbell, Roth & Clark Inc.	
Item Description	Amount (each)	Hours Dedicated	Amount	Hours Dedicated	
Identify possible green infrastructure opportunities along both corridors.	\$ 4,360.00	32	\$ 5,420.80	42	
Identify additional crosswalk locations on both corridors to improve access points across communities.	\$ 2,400.00	24	\$ 2,646.60	30	
Determine the feasibility of a road diet on Eleven Mile from Greenfield to Woodward and Coollidge from 11 Mile Rd. to 9	\$ 3,200.00	30	\$ 2,508.00	30	
Conduct public engagement sessions - 3 Total	\$ 4,560.00	36	\$ 2,954.60	26	
Prepare design renderings	\$ 4,100.00	30	\$ 4,769.00	46	
misc. - *HBC charge for advisor			\$ 767.80	6	
TOTAL BID AMOUNT	\$ 18,620.00	152	\$ 19,066.80	180	



13A-D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: The City Attorney and the Department of Technical and Planning are requesting approval of proposed amendments to Chapter 18, Article IV, Division 2, sections 18-167, 18-168, 18-182 and 18-183 of the Oak Park City Ordinance.

DEPARTMENT: City Attorney (ED) / Technical & Planning (RMB)

SUMMARY:

Sec. 18-167. - Contents of application; term; fee. The proposed amendment requires the property owner to provide contact information and a driver's license number or a Tax Identification number with application for rental property registration.

Sec. 18-168. - Registry of landlords, rental units; application deemed consent to inspection of premises. The proposed amendment requires the property owner to execute an affidavit and agreement permitting inspections of their property and agreeing to make good-faith efforts to obtain their lessee(s) consent for any inspections of leased premises. This proposed change is intended to bring the City into compliance with State law protections for tenants against unreasonable searches of their property.

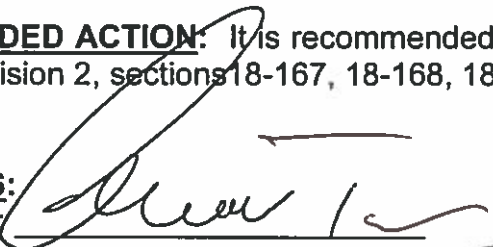
Sec. 18-182. - Frequency of inspections; reasons therefor. The proposed amendment is reflective of State law requirements providing specific terms and conditions under which the City can schedule property inspections.

Sec. 18-183. - Warrant for nonemergency inspections; not required in emergency situations. The proposed amendment retains the right for the City to conduct emergency inspections if there is probable cause to believe that there is a condition that presents a threat to public health, safety and welfare.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that the request to amend Chapter 18, Article IV, Division 2, sections 18-167, 18-168, 18-182 and 18-183 of the City Ordinance be approved.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: 

Budgeted: ☐

EXHIBITS: none 

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

ORDINANCE NO. O-18-

**AN ORDINANCE TO AMEND SECTION 18-167 OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF
ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance - Section 18-167, Contents of application; term; fee, of Article IV, Housing, Division 2 – Licenses, Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Section 18-167. – Contents of application; term; fee.

A landlord license shall be issued biennially, effective the date of registration. Application for a license shall be made on forms provided by the department of technical and planning services. Required information shall include the name, address, and telephone number of the property owner, including the names of any partners, corporate officers, or other individual persons or entities having an interest in the property, and for any managing agent. For each individual owner and for each individual managing agent, a driver's license number or a State of Michigan identification number must be provided. For each property owned by a corporate entity, limited liability company, or partnership, the entity's Tax Identification Number must be provided. Also for each corporate entity, limited liability company, or partnership, the name, address and telephone number of its managing officer and its resident agent must be provided. The name, address, and telephone number of any person(s) responsible for property maintenance, if other than the owner, shall be noted on the application form. All applicant information provided must be legible, and the application form must be signed by all owners and agents. The department of technical and planning services may require additional information as may be relevant and necessary to the proper implementation and enforcement of this section. The city council, by resolution, may establish a fee for issuance of such annual license.

SECTION 2. Savings Clause - All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 3. Severability - No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. Effective Date - This Ordinance shall become effective ten (10) days from the

date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 3rd day of October, 2018.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk

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

ORDINANCE NO. O-18-

**AN ORDINANCE TO AMEND SECTION 18-168 OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF
ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance - Section 18-168, Registry of landlords, rental units; consent to inspection of premises, of Article IV, Housing, Division 2 – Licenses, Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Section 18-168. – Registry of landlords, rental units; consent to inspection of premises.

The department of technical and planning services shall maintain a registry of landlords and rental units governed by this article, which shall list all rental dwelling units in the city, and the owners thereof, a description of the rental unit as being either a single-family dwelling or two-family dwelling, and whether the unit is vacant or occupied. Included with the application for a license, and in subsequent renewals shall be an affidavit and agreement, signed by the property owner, permitting inspections of their property by the department of technical and planning services, agreeing to make good-faith efforts to obtain lessee consent in all future inspections, and affirming that tenants of the subject properties have been informed of the regulations contained in this division and of inspections of the properties by the department of technical and planning services. A copy of the affidavit shall be provided to all tenants. A landlord is not required to obtain lessee consent in all future inspections if any of the following apply: (a) the rental unit is vacant; (b) the lease authorizes an enforcing agency inspector to enter the rental unit for an inspection. If the lease is not present during the inspection, the department of technical and planning services may rely upon the landlord's representation that the lessee has consented to the inspection.

SECTION 2. Savings Clause - All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 3. Severability - No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. Effective Date - This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 3rd day of October, 2018.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk

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

ORDINANCE NO. O-18-

**AN ORDINANCE TO AMEND SECTION 18-182 OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF
ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance - Section 18-182, Frequency of inspections; reasons therefor, of Article IV, Housing, Division 3 – Inspections, Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Section 18-182. – Frequency of inspections; reasons therefor.

- (a) The department of technical and planning services shall inspect rental units regulated by this article on a periodic basis and upon re-occupancy, provided that in no event shall the period between inspections exceed two years. All scheduled inspections identified in this section shall be undergone in the following manner:
- (1) Absent the mutual agreement of the department of technical and planning services and the property owner, landlord or other person in charge of the premises to be inspected, inspections made pursuant to this subsection shall be conducted only between the hours of 8:00 am and 6:00 pm Monday through Friday.
 - (2) Except as provided in subsections (4), (5) and (6) below, the department of technical and planning services or its respective agent must request and receive consent from the lessee to enter a unit and perform an inspection. Notifying at least 1 lessee and obtaining the consent of at least 1 lessee satisfies the requirements of this subsection.
 - (3) Upon notification of an inspection from the department of technical and planning services, the property owner shall notify the lessee of the department of technical and planning's request to inspect, and shall make a good faith effort to obtain the lessee's consent for the inspection.
 - (4) Common Area Access. The property owner shall provide access to common areas and other areas open to the public without the need to obtain any lessee consent.
 - (5) Owner Provided Access. The property owner shall provide the department of technical and planning services access to each rental unit upon a properly notified and requested inspection if any of the following apply:

- (i) The lease authorizes an enforcing agency inspector to enter the rental unit for an inspection.
- (ii) The lessee has made a complaint to The City of Oak Park.
- (iii) The rental unit is vacant.
- (iv) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.
- (v) The lessee has consented to an inspection under subsection (3). If a lessee is not present during the inspection, the enforcing agency may rely on the owner's representation to the enforcing agency that the lessee has consented to the enforcing agency's inspection.

(6) Lessee Provided Access. The lessee shall provide the department of technical and planning services access to the rental unit upon a properly notified and requested inspection if any of the following apply:

- (i) The lease authorizes an enforcing agency to enter the rental unit for an inspection.
- (ii) The lessee made a complaint to the City of Oak Park.
- (iii) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.
- (iv) The lessee has given consent.

(b) An inspection shall be conducted in a manner best calculated to secure compliance with this section and appropriate to the needs of the community, including, but not limited to, on 1 or more of the following bases:

- (1) An area basis, such that all regulated premises in a predetermined geographical area will be inspected simultaneously, or within a short period of time.
- (2) A complaint basis, such that complaints of violations will be inspected within a reasonable time.
- (3) A recurrent violation basis, such that those premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected more frequently.
- (4) A compliance basis, under which a premises brought into compliance before the expiration of a certificate of compliance or any requested repair order may be issued a

certificate of compliance for the maximum renewal certification period authorized by this ordinance.

(c) The city council, by resolution, may establish a reasonable fee for inspections conducted pursuant to this article.

(d) Upon learning that any rental unit governed by this article has been vacated, the department of technical and planning services shall post the premises, in a prominent place, a written notice stating that the re-occupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until such unit has been inspected and a certificate of compliance issued by the department of technical and planning services, together with a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee, upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

(e) Upon learning that any single-family or two-family dwelling in the city is being offered as a rental unit, the department of technical and planning services shall post on the premises, in a prominent place, a written notice stating that the occupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until the owner of such dwelling has registered, made application for, and received a landlord license pursuant to the provisions of this article and the rental unit has been inspected and a certificate of compliance issued by the department of technical and planning services. The notice shall include a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

SECTION 2. Savings Clause - All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 3. Severability - No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. Effective Date - This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this ~~3rd~~^{7th} day ~~October~~^{September}, 2018.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk

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

ORDINANCE NO. O-18-

**AN ORDINANCE TO AMEND SECTION 18-183 OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF
ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance - Section 18-183, Warrant for nonemergency inspections; not required in emergency situations, of Article IV, Housing, Division 3 – Inspections, Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Section 18-183. – Warrant for nonemergency inspections; not required in emergency situations.

In a nonemergency situation where the owner or occupant of the rental unit demands a warrant for inspection of the premises, the department of technical and planning services shall obtain a warrant, stating the address of the unit to be inspected, the nature of the inspection, as defined in this article or other applicable acts, and the reasons for the inspection. It shall be appropriate and sufficient to set forth the basis for inspection (e.g. complaint, area or recurrent violation basis) established in this chapter. The warrant shall state that it is issued pursuant to this section and that it is for the purposes set forth in this article. If the court finds that the warrant is in proper form and in accordance with this article, it shall be issued forthwith.

In the event of an emergency, no warrant shall be required, and any rental unit may be inspected at any time without prior notice if the department of technical and planning services has probable cause to believe that a condition in, or related to, that rental unit constitutes either a present threat to public health, safety and welfare, including, but not limited to, fire, flood, or other threat of serious injury or death.

SECTION 2. Savings Clause - All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 3. Severability - No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. Effective Date - This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 3rd day of October, 2018.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk

Current Ordinance:

Sec. 18-167. - Contents of application; term; fee.

A landlord license shall be issued biennially, effective the date of registration. Application for a license shall be made on forms provided by the department of technical and planning services, and shall contain the name, address, and telephone number of the applicant, including any partners, corporate officers, or other persons having an interest in the property. Persons responsible for property maintenance, if other than the owner, shall be noted on the application. The city council, by resolution, may establish a fee for issuance of such annual license.

(Code 1973, § 22-22; Ord. No. [O-14-607](#), § 2, 12-1-14)

Proposed Ordinance Amendment

Sec. 18-167. - Contents of application; term; fee.

A landlord license shall be issued biennially, effective the date of registration. Application for a license shall be made on forms provided by the department of technical and planning services. Required information shall include, and shall contain the name, address, and telephone number of the property owner, including the names of any partners, corporate officers, or other individual persons or entities having an interest in the property, and for any managing agent. For each individual owner and for each individual managing agent, a driver's license number or a State of Michigan identification number must be provided. For each property owned by a corporate entity, limited liability company, or partnership, the entity's Tax Identification Number must be provided. Also for each corporate entity, limited liability company, or partnership, the name, address and telephone number of its managing officer and its resident agent must be provided. The name, address, and telephone number of any person(s) responsible for property maintenance, if other than the owner, shall be noted on the application form. All applicant information provided must be legible, and the application form must be signed by all owners and agents. The department of technical and planning services may require additional information as may be relevant and necessary to the proper implementation and enforcement of this section. ~~applicant, including any partners, corporate officers, or other persons having an interest in the property. Persons responsible for property maintenance, if other than the owner, shall be noted on the application.~~ The city council, by resolution, may establish a fee for issuance of such annual license.

PROPOSED AMENDMENTS TO THE CODE OF THE CITY OF OAK PARK
CHAPTER 18, ARTICLE IV, DIVISION 2, REGISTRY OF LANDLORDS;
DIVISION 3, INSPECTIONS.

A. Amendment to Chapter 18, Article IV, Division 2, Registry of Landlords, rental units; application deemed consent to inspection of premises

Sec. 18-168. - Registry of landlords, rental units; ~~application deemed~~ consent to inspection of premises.

The department of technical and planning services shall maintain a registry of landlords and rental units governed by this article, which shall list all rental dwelling units in the city, and the owners thereof, a description of the rental unit as being either a single-family dwelling or two-family dwelling, and whether the unit is vacant or occupied. ~~An applicant, by filing application for license, shall be deemed to have given consent to the department of technical and planning services to enter any of the listed premises, if necessary, at reasonable times, to inspect such premises.~~ **Included with the application for a license, and in subsequent renewals shall be an affidavit and agreement, signed by the property owner, permitting inspections of their property by the department of technical and planning services, agreeing to make good-faith efforts to obtain lessee consent in all future inspections, and affirming that tenants of the subject properties have been informed of the regulations contained in this division and of inspections of the properties by the department of technical and planning services. A copy of the affidavit shall be provided to all tenants. A landlord is not required to obtain lessee consent in all future inspections if any of the following apply: (a) the rental unit is vacant; (b) the lease authorizes an enforcing agency inspector to enter the rental unit for an inspection. If the lease is not present during the inspection, the department of technical and planning services may rely upon the landlord's representation that the lessee has consented to the inspection.**

(Code 1973, § 22-23)

B. Amendment to Chapter 18, Article IV, Division 3, Inspections

Sec. 18-181. - To determine compliance with applicable codes; certificates of compliance and occupancy.

No owner of any rental unit governed by this article, and no agent of such owner, shall hereafter offer to let or hire, any one-family dwelling or any unit in a two-family dwelling, unless such unit has been inspected and a certificate of compliance has been issued by the department of technical and planning services. The department of technical and planning services shall cause such inspection to be had, and such certificate of occupancy to be issued, if the unit meets the minimum requirements of all applicable state and city housing and building codes, within a reasonable time after application therefor and payment of any inspection fee. The certificate of occupancy shall certify that the dwelling unit complies with all applicable provisions of such

building and housing codes. An inspection is also required upon each vacancy and re-occupancy of the rental unit. If the rental unit has been issued a certificate of compliance within six months of the vacancy, the owner is permitted to advertise the unit as long as the owner has reported the vacancy and requested a re-occupancy inspection by the rental inspector.

(Code 1973, § 22-24; Ord. No. O-17-634, § 1, 4-19-17)

Sec. 18-182. - Frequency of inspections; reasons therefor.

(a) The department of technical and planning services shall inspect rental units regulated by this article on a periodic basis and upon reoccupancy, provided that in no event shall the period between inspections exceed two years. **All scheduled inspections identified in this section shall be undergone in the following manner:**

(1) Absent the mutual agreement of the department of technical and planning services and the property owner, landlord or other person in charge of the premises to be inspected, inspections made pursuant to this subsection shall be conducted only between the hours of 8:00 am and 6:00 pm Monday through Friday.

(2) Except as provided in subsection (b) below, the department of technical and planning services or its respective agent must request and receive consent from the lessee to enter a unit and perform an inspection. Notifying at least 1 lessee and obtaining the consent of at least 1 lessee satisfies the requirements of this subsection.

(3) Upon notification of an inspection from the department of technical and planning services, the property owner shall notify the lessee of the department of technical and planning 's request to inspect, and shall make a good faith effort to obtain the lessee's consent for the inspection.

(4) Common Area Access. The property owner shall provide access to common areas and other areas open to the public without the need to obtain any lessee consent.

(5) Owner Provided Access. The property owner shall provide the department of technical and planning services access to each rental unit upon a properly notified and requested inspection if any of the following apply:

- (i) The lease authorizes an enforcing agency inspector to enter the rental unit for an inspection.**
- (ii) The lessee has made a complaint to The City of Oak Park.**
- (iii) The rental unit is vacant.**
- (iv) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.**

(6) Lessee Provided Access. The lessee shall provide the department of technical and planning services access to the rental unit upon a properly notified and requested inspection if any of the following apply:

- (i) The lease authorizes an enforcing agency to enter the rental unit for an inspection.**
- (ii) The lessee made a complaint to the City of Oak Park.**
- (iii) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.**
- (iv) The lessee has given consent.**

(b) Inspections may be had on any of the following bases, as determined by the department of technical and planning services to be best calculated to secure compliance with this article and appropriate to the needs of the community:

(1) An area basis, such that all regulated premises in a predetermined geographical area will be inspected simultaneously, or within a short period of time.

(2) A complaint basis, such that complaints of violations will be inspected within a reasonable time; or

(3) A recurrent violation basis, such that those premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected more frequently.

(c) The city council, by resolution, may establish a reasonable fee for inspections conducted pursuant to this article.

(d) Upon learning that any rental unit governed by this article has been vacated, the department of technical and planning services shall post the premises, in a prominent place, a written notice stating that the reoccupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until such unit has been inspected and a certificate of compliance issued by the department of technical and planning services, together with a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee, upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

(e) Upon learning that any single-family or two-family dwelling in the city is being offered as a rental unit, the department of technical and planning services shall post on the premises, in a prominent place, a written notice stating that the occupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until the owner of such dwelling has registered, made application for, and received a landlord license pursuant to the provisions of this article and the rental unit has been inspected and a certificate of compliance issued by the

department of technical and planning services. The notice shall include a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

(Code 1973, § 22-25; Ord. No. O-10-575, § 1, 11-1-10)

Sec. 18-183. - Warrant for nonemergency inspections; not required in emergency situations.

In a nonemergency situation where the owner or occupant of the rental unit demands a warrant for inspection of the premises, the department of technical and planning services shall obtain a warrant, stating the address of the unit to be inspected, the nature of the inspection, as defined in this article or other applicable acts, and the reasons for the inspection. It shall be appropriate and sufficient to set forth the basis for inspection (e.g. complaint, area or recurrent violation basis) established in this chapter. The warrant shall state that it is issued pursuant to this section and that it is for the purposes set forth in this article. If the court finds that the warrant is in proper form and in accordance with this article, it shall be issued forthwith.

In the event of an emergency, no warrant shall be required, and any rental unit may be inspected at any time without prior notice if the department of technical and planning services has probable cause to believe that a condition in, or related to, that rental unit constitutes either a present threat to public health, safety and welfare, including, but not limited to, fire, flood, or other threat of serious injury or death.

(Code 1973, § 22-26)

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

ORDINANCE NO. O-18-

**AN ORDINANCE TO AMEND SECTION 18-182 OF CHAPTER 18,
BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF
ORDINANCES, CITY OF OAK PARK.**

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Ordinance - Section 18-182, Frequency of inspections; reasons therefor, of Article IV, Housing, Division 3 – Inspections, Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, City of Oak Park, is hereby amended to read as follows:

Section 18-182. – Frequency of inspections; reasons therefor.

- (a) The department of technical and planning services shall inspect rental units regulated by this article on a periodic basis and upon re-occupancy, provided that in no event shall the period between inspections exceed two years. All scheduled inspections identified in this section shall be undergone in the following manner:
- (1) Absent the mutual agreement of the department of technical and planning services and the property owner, landlord or other person in charge of the premises to be inspected, inspections made pursuant to this subsection shall be conducted only between the hours of 8:00 am and 6:00 pm Monday through Friday.
 - (2) Except as provided in subsections ~~(3) to (6) and (b)(4), (5) and (6)~~ below, the department of technical and planning services or its respective agent must request and receive consent from the lessee to enter a unit and perform an inspection. Notifying at least 1 lessee and obtaining the consent of at least 1 lessee satisfies the requirements of this subsection.
 - (3) Upon notification of an inspection from the department of technical and planning services, the property owner shall notify the lessee of the department of technical and planning 's request to inspect, and shall make a good faith effort to obtain the lessee's consent for the inspection.
 - (4) Common Area Access. The property owner shall provide access to common areas and other areas open to the public without the need to obtain any lessee consent.
 - (5) Owner Provided Access. The property owner shall provide the department of technical and planning services access to each rental unit upon a properly notified and requested inspection if any of the following apply:

(i) The lease authorizes an enforcing agency inspector to enter the rental unit for an inspection.

(ii) The lessee has made a complaint to The City of Oak Park.

(iii) The rental unit is vacant.

(iv) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.

(v) The lessee has consented to an inspection under subsection (3). If a lessee is not present during the inspection, the enforcing agency may rely on the owner's representation to the enforcing agency that the lessee has consented to the enforcing agency's inspection.

(6) Lessee Provided Access. The lessee shall provide the department of technical and planning services access to the rental unit upon a properly notified and requested inspection if any of the following apply:

(i) The lease authorizes an enforcing agency to enter the rental unit for an inspection.

(ii) The lessee made a complaint to the City of Oak Park.

(iii) The department of technical and planning services serves an administrative warrant, obtained pursuant to 18-183, ordering the owner to provide access to the rental unit.

(iv) The lessee has given consent.

(b) ~~Inspections may be had on any of the following bases, as determined by the department of technical and planning services to be best calculated to secure compliance with this article and appropriate to the needs of the community.~~ An inspection shall be conducted in a manner best calculated to secure compliance with this section and appropriate to the needs of the community, including, but not limited to, on 1 or more of the following bases:

(1) An area basis, such that all regulated premises in a predetermined geographical area will be inspected simultaneously, or within a short period of time.

(2) A complaint basis, such that complaints of violations will be inspected within a reasonable time; ~~or~~

(3) A recurrent violation basis, such that those premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected more frequently.

(4) A compliance basis, under which a premises brought into compliance before the expiration of a certificate of compliance or any requested repair order may be issued a certificate of compliance for the maximum renewal certification period authorized by this ordinance.

(c) The city council, by resolution, may establish a reasonable fee for inspections conducted pursuant to this article.

(d) Upon learning that any rental unit governed by this article has been vacated, the department of technical and planning services shall post the premises, in a prominent place, a written notice stating that the re-occupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until such unit has been inspected and a certificate of compliance issued by the department of technical and planning services, together with a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee, upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

(e) Upon learning that any single-family or two-family dwelling in the city is being offered as a rental unit, the department of technical and planning services shall post on the premises, in a prominent place, a written notice stating that the occupancy of such unit pursuant to any lease or rental agreement is prohibited by ordinance of the city until the owner of such dwelling has registered, made application for, and received a landlord license pursuant to the provisions of this article and the rental unit has been inspected and a certificate of compliance issued by the department of technical and planning services. The notice shall include a statement of the penalties provided for violation of such requirement or for removing the notice. A copy of the notice shall be sent by certified mail to the owner of the rental unit. It shall be a misdemeanor for any person to remove such notice, other than the building official or his designee upon issuance of a certificate of compliance or upon a determination that the subject property is no longer a rental unit.

SECTION 2. Savings Clause - All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 3. Severability - No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this Ordinance, except as to the above sections, and in the event that any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or the Code of Ordinances, City of Oak Park.

SECTION 4. Effective Date - This Ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 17th day of September, 2018.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

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

T. EDWIN NORRIS, City Clerk

**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
2019 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 15th day of October, 2018, 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 \$65,000.00 for year 2019: and

WHEREAS, the contract for the Grant Program commences on 10/1/2018 and terminates on 9/30/2019;

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 2019 Contract (#13802) 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 2019 CONTRACT**

Grantee Name: 45th District Court — Veterans Treatment Court
Unique Identifier: 30022
Federal ID Number: 38-6004641
Contract Number: 13802
Grant Amount: \$65,000

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 10/1/2018 and terminates on 9/30/2019 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 \$65,000 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.

5.08 Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.

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 30 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 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 percent 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 MDC 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. PROGRAM CERTIFICATION

25.01 Under Michigan law, approval and certification by the State Court Administrative Office is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, and mental health court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law. If a program is determined by the State Court Administrative Office to be not certified, this contract is ineffective.

26. AMENDMENT

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

27. DELIVERY OF NOTICE

27.01 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 Andrew Smith, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

28. SIGNATURE OF PARTIES

28.01 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)

Authorizing Official (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
VETERANS TREATMENT COURT GRANT PROGRAM
FY 2019 REPORTING REQUIREMENTS
October 1, 2018, through September 30, 2019

DCCMIS DATA EXCEPTION REPORTS	
DUE DATE	NOTE
February 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2018, through December 31, 2018.
May 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2019, through March 31, 2019.
August 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2019, through June 30, 2019.
November 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2019, through September 30, 2019.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2019	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2019	Courts will be reporting on expenditures from October 1, 2018, through December 31, 2018.
April 10, 2019	Courts will be reporting on expenditures from January 1, 2019, through March 31, 2019.
July 10, 2019	Courts will be reporting expenditures from April 1, 2019, through June 30, 2019.
October 10, 2019	Courts will be reporting expenditures from July 1, 2019, through September 30, 2019.

PROGRESS REPORTS	
DUE DATE	NOTE
October 30, 2019 Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2018, through September 30, 2019.

**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
2019 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 15th day of October, 2018, 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 \$121,000 for year 2019; and

WHEREAS, the contract for the Grant Program commences on 10/1/2018 and terminates on 9/30/2019;

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 2019 Contract (#13800) 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: October 15, 2018

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN MENTAL HEALTH COURT
GRANT PROGRAM
FY 2019 CONTRACT**

Grantee Name: 45th District Court - Adult Mental Health Court
Unique Identifier: 20023
Federal ID Number: 38-6004641
Contract Number: 13800
Grant Amount: \$121,000

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 10/1/2018 and terminates on 9/30/2019 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 \$121,000 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.

5.08 Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.

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 30 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 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 percent 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 MDC 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. PROGRAM CERTIFICATION

25.01 Under Michigan law, approval and certification by the State Court Administrative Office is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, and mental health court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law. If a program is determined by the State Court Administrative Office to be not certified, this contract is ineffective.

26. AMENDMENT

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

27. DELIVERY OF NOTICE

27.01 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 48073.
- B. The SCAO's contact person is Andrew Smith, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

28. SIGNATURE OF PARTIES

28.01 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)

Authorizing Official (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 2019 REPORTING REQUIREMENTS
October 1, 2018, through September 30, 2019

DCCMIS DATA EXCEPTION REPORTS	
DUE DATE	NOTE
February 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2018, through December 31, 2018.
May 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2019, through March 31, 2019.
August 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2019, through June 30, 2019.
November 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2019, through September 30, 2019.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2019	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2019	Courts will be reporting on expenditures from October 1, 2018, through December 31, 2018.
April 10, 2019	Courts will be reporting on expenditures from January 1, 2019, through March 31, 2019.
July 10, 2019	Courts will be reporting expenditures from April 1, 2019, through June 30, 2019.
October 10, 2019	Courts will be reporting expenditures from July 1, 2019, through September 30, 2019.

PROGRESS	
DUE DATE	NOTE
April 30, 2019 Mid-Year Report	Courts will be reporting on progress made during the first half of the grant period – October 1, 2018, through March 31, 2019. SCAO will not be providing data for this report.
October 30, 2019 Year-End Report	Courts will be reporting on progress made during the second half of the grant period – April 1, 2019, through September 30, 2019.

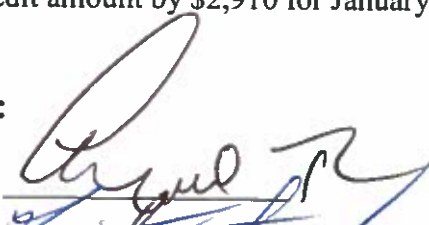
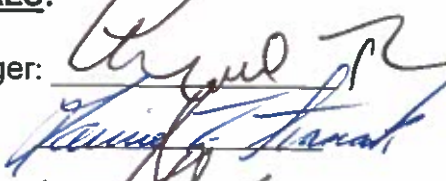
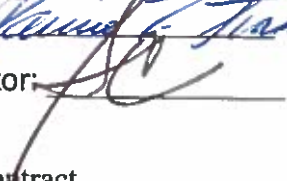
**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 15, 2018**AGENDA #**

SUBJECT: SMART (Suburban Mobility Authority for Regional Transportation)
FY18 Municipal Credit and Community Credit Contract Amendment for a half-year 7.5 %
increase of the original FY18 Community Credit amount.

DEPARTMENT: Recreation

SUMMARY: Oak Park Recreation Department is seeking approval to authorize an
Amendment to the Municipal Credit and Community Credit Contract for FY 2018, for a half-
year 7.5% increase of the Community Credit amount by \$2,910 for January 2018 – June 30,
2018.

RECOMMENDED ACTION: Authorize the approval of the Amendment to the Municipal
Credit and Community Credit Contract for FY 2018, for a half-year 7.5%, increasing the
Community Credit amount by \$2,910 for January 2018 – June 30, 2018.

APPROVALS:City Manager: Director: Finance Director: **EXHIBITS:** Contract

AMENDMENT TO THE MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2018

I, Erik Tungate, as the City Manager of the City of Oak Park (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Community Credits** available for the period July 1, 2018 to June 30, 2020; and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein. This Amendment relates to January 2018 – June 2018 7.5% increase to community credits.

The Community agrees to use **\$2,910.00** in **Community Credit** funds available as follows:

- | | | |
|-----|--|-----------------------------------|
| (a) | Transfer to _____
TRANSFEREE COMMUNITY | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: <u>\$2,910.00</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases | At the cost of: \$ _____ |
| (e) | Services Purchased from Subcontractor | At the cost of: \$ _____ |

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$2,910.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 18, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2020; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____

John C. Hertel

Its: General Manager

Date: _____

CITY OF OAK PARK

By: _____

Its: _____

Date: _____

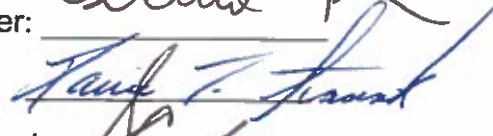
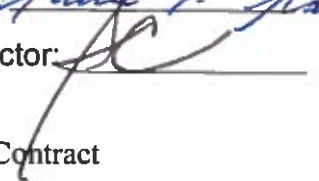
**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 15, 2018**AGENDA #**

SUBJECT: SMART (Suburban Mobility Authority for Regional Transportation)
Municipal Credit and Community Credit Contract for Fiscal Year July 1, 2018 – June 30, 2019.

DEPARTMENT: Recreation

SUMMARY: Oak Park Recreation Department is seeking authorization to renew their Municipal Credits and Community Credits Contract with SMART. This allows the Recreation Department to operate/administer a senior transportation program. SMART intends to provide Oak Park \$28,842 of Municipal Credits and \$44,623 of Community Credits for fiscal year July 1, 2018 – June 30, 2019.

RECOMMENDED ACTION: Authorize the Oak Park Recreation Department to renew their Municipal Credits and Community Credits Contract with SMART. By doing so, Oak Park agrees to operate/administer a senior transportation program, and SMART intends to provide Oak Park \$28,842 of Municipal Credits and \$44,623 of Community Credits for fiscal year July 1, 2018 – June 30, 2019.

APPROVALS:City Manager: Director: Finance Director: **EXHIBITS:** Contract

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2019

I, Erik Tungate, as the City Manager of the City of Oak Park (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2018 through June 30, 2019** (Section 1 below), and **Community Credits** available for the period **July 1, 2018 to June 30, 2019** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$28,842.00** in **Municipal Credit** funds as follows:

- | | | |
|-----|---|---------------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>\$28,842.00</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement) | At the cost of: \$ _____ |

Total \$28,842.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2020**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$44,623.00** in **Community Credit** funds available as follows:

- | | | |
|-----|---|---------------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>\$44,623.00</u> |

- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____
- (e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$44,623.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY2019**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2021**; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

THE CITY OF OAK PARK

By: _____

Date _____

Its: _____

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**

Date _____

By: _____
John C. Hertel
General Manager



15E

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: Delinquent Sidewalk Replacement Payment Plans

DEPARTMENT: Finance
Technical & Planning

SUMMARY: The Deputy Treasurer is submitting a list of delinquent properties that opted to enter into a payment plan for sidewalk replacement in conjunction with the 2016 Sidewalk Replacement Program, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____



PROPOSAL FOR SPECIAL ASSESSMENT DISTRICT

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to the assessment district for Delinquent Sidewalk Replacement Payment Plans:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the Deputy Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$3,485.71**;

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

10/10/2018
01:32 PM

Billing Register for CITY OF OAK PARK
Population: Marked Records

Page: 1/1
DB: Oak Park

Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
16-0005028	TP	WEST, PAMELA	21931 CHURCH	586.99	586.99
52-25-31-129-048		21931 CHURCH	OAK PARK, MI	300.00	286.99
52-25-31-129-048		OAK PARK, MI			
16-0005091	TP	GREAVES, LAMBERT & MAR	14641 PEARSON	348.40	348.40
52-25-31-176-003		14641 PEARSON	OAK PARK, MI	0.00	348.40
52-25-31-176-003		OAK PARK, MI			
16-0005251	TP	MULLINS, SERENA	21740 KENOSHA	504.14	504.14
52-25-31-252-003		21740 KENOSHA	OAK PARK, MI	160.00	344.14
52-25-31-252-003		OAK PARK, MI			
16-0005280	TP	MELTON, LINDA A	22100 GARDNER	407.88	407.88
52-25-31-203-016		22100 GARDNER	OAK PARK, MI	80.08	327.80
52-25-31-203-016		OAK PARK, MI			
16-0005420	TP	KENNER, JOHN & VIVECA	22000 CLOVERLAWN	917.13	917.13
52-25-31-204-016		22000 CLOVERLAWN	OAK PARK, MI	0.00	917.13
52-25-31-204-016		OAK PARK, MI			
16-0005508	TP	MILLS, ROSEMARY	21840 RIDGEDALE	400.30	400.30
52-25-31-276-013		21840 RIDGEDALE	OAK PARK, MI	33.36	366.94
52-25-31-276-013		OAK PARK, MI			
16-0005522	TP	BOYKIN, LEROY & THERES	13710 COURTLAND	197.21	197.21
52-25-31-276-026		13721 COURTLAND	OAK PARK, MI	0.00	197.21
52-25-31-276-026		OAK PARK, MI			
16-0005533	TP	BOYKIN, THERESA A	13710 COURTLAND	807.77	807.77
52-25-31-231-023		13710 COURTLAND	OAK PARK, MI	650.00	157.77
52-25-31-231-023		OAK PARK, MI			
16-0005687	TP	WEST, OBED	21930 KIJLING	739.33	739.33
52-25-31-230-005		21930 KIJLING	OAK PARK, MI	200.00	539.33
52-25-31-230-005		OAK PARK, MI			

Billing Items Summary

TP004 Totals	9 Billing Items	Item Amt.	Item Bal.
10SDWK Totals	10 Billing Items	4,558.90	3,168.82
		350.25	316.89

=====

TOTALS	9 Invoices	4,909.15	0.00	4,909.15
		1,423.44		3,485.71



15F

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: Delinquent Sidewalk Replacement Payment Plans

DEPARTMENT: Finance
Technical & Planning

SUMMARY: At the council meeting of October 15, 2018, City Council received the list of nine properties that opted into a payment plan for sidewalk replacement in conjunction with the 2016 Sidewalk Replacement Program, prepared by the Deputy Treasurer and concurred by the Finance Director, and directed that a Special Assessment Roll be prepared.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 8 to establish Special Assessment Roll No. 680.

APPROVALS:

City Manager: [Signature]

Director: [Signature]

Finance Director: [Signature]

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION 8

DISTRICT NO. 680

Meeting of the City Council held October 15, 2018, at 7:00 P.M.

The Assessor reported **Special Assessment Roll 680** to the City Council. Attached to said Special Assessment Roll was the certificate of the City Assessor in form as required in Chapter XII of the City Charter.

The following resolution was offered by _____, and supported by _____:

BE IT RESOLVED, that **Special Assessment Roll 680** this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the **15th day of October, 2018 at 7:00 P.M.** Eastern Standard Time, for the purpose of reviewing the assessments contained in said Special Assessment Roll.

ROLL CALL VOTE: Yes:
 No:
 Absent:

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified City Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing is a true and complete copy of proceedings taken a Regular Meeting of the Council of said city held on October 15, 2018, insofar as said proceedings related to the Special Assessment District as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 15th day of October, 2018.

T. Edwin Norris, City Clerk

City of Oak Park
SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for paying the expense of
Delinquent Sidewalk Replacement in the City of Oak
Park from various locations.

Special Assessment District 680
Date Confirmed 10-15-2018
Amount Assessed \$3,485.71

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted October 15, 2018, for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for Delinquent Sidewalk Replacement, that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: October 15, 2018

Audrey Verla
WCA Assessing
City of Oak Park

L. T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of 10-15-2018.

T. Edwin Norris, City Clerk

State of Michigan)

) Date _____

City of Oak Park)

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

T. Edwin Norris
City Clerk



15G

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 15, 2018

AGENDA #

SUBJECT: Delinquent Sidewalk Replacement Payment Plans

DEPARTMENT: Finance
Technical & Planning

SUMMARY: At the council meeting of October 15, 2018, City Council adopted Special Assessment Resolution No. 8, establishing Special Assessment Roll No. 680.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 9 to confirm the roll, and Special Assessment Resolution No. 10 establishing that the roll is payable on the 2018 Winter Property Tax Bill.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 9

DISTRICT NO. 680

Meeting of the City Council October 15, 2018: The Mayor announced that this was the time set to review the Special Assessment Roll as prepared and revised by the City Assessor for Delinquent Sidewalk Replacement Payment Plans, assessed in Special Assessment Roll No. 680.

The following resolution was offered by _____, and supported by _____:

BE IT RESOLVED that Special Assessment Roll No. 680, as prepared and revised by the City Assessor, is hereby confirmed.

ROLL CALL VOTE: Yes:
 No:
 Absent:

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on October 15, 2018, insofar as said proceedings relate to the Special Assessment District as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 15th day of October, 2018.

T. Edwin Norris, City Clerk

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 10

DISTRICT NO. 680

At a Regular Meeting of the City Council of the City of Oak Park, held the 15th day of October 2018, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

The following resolution was offered by _____, and supported by _____:

WHEREAS, by resolution adopted October 15, 2018, Special Assessment Roll No. 680 was confirmed by the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Roll shall be payable on the 2108 Winter Property Tax Bill.

ROLL CALL VOTE: Yes:
 No:
 Absent:

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on October 15, 2018, insofar as said proceedings relate to the Special Assessment District as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 15th day of October, 2018.

T. Edwin Norris, City Clerk