

Oak Park

City Council Agenda

August 7, 2017





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
August 7, 2017
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

- A. Regular Council Meeting Minutes of July 17, 2017
- B. Special Council Meeting Minutes of July 27, 2017
- C. Retirement Board Meeting Minutes of April 24, 2017, June 26, 2017 and July 10, 2017
- D. Zoning Board of Appeals Meeting Minutes of June 27, 2017
- E. Payment Application No. 3 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co. for the amount of \$102,697.87
- F. Licenses - New and Renewals as submitted for August 7, 2017

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Employee of the Year Awards presented by City Manager Tungate

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License as submitted by Book Beat, 26010 Greenfield, for a special outdoor book sale and store anniversary celebration to be held on August 27, 2017

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the total amount of \$8,289.13

12. BIDS:

- A. Request to award the bid for 2017 Miscellaneous Sewer Repair Project, M-67, to Bricco Excavating of Oak Park, MI for the total amount of \$117,260.00

13. ORDINANCES:

- A. First reading of an ordinance to provide for a service charge in lieu of taxes for a housing development known as Coolidge Place located at 2111 Coolidge Highway

14. CITY ATTORNEY:

15. CITY MANAGER:

Administration

- A. Granzon Street resurfacing update

Recreation

- B. Request to authorize the Recreation Department to renew the Municipal Credits and Community Credits Contract with SMART (Suburban Mobility Authority for Regional Transportation)

Community and Economic Development

- C. Sherman Pop-up Park recap
D. Resolution in support of the MEDC Redevelopment Ready Communities Program
E. Request to authorize the City Manager to enter into a purchase agreement with SPERO Housing for properties located at 21111-21435 Coolidge Highway
F. Resolution to approve the acceptance of the Balfour Court dedication from Balfour Company LLC

Department of Public Works

- G. Request to approve a contract extension from Owen Tree Service for the 2017 City Tree Block Pruning Project, M-674 in the total amount of \$100,000

Technical and Planning

- H. Request to authorize the City of Oak Park to enter into an inter-governmental cost sharing agreement with the City of Ferndale to construct the West Nine Mile Road Transportation Alternatives Program (TAP) project subject to final review by the City Attorney
I. Resolution supporting certifications and authorizations required to implement the West Nine Mile Road Transportation Alternatives Program (TAP) project subject to final review by the City Attorney

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
July 17, 2017
7:00 PM**

MINUTES

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

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

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-07-313-17 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-07-314-17 (AGENDA ITEM #5A-K) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of July 5, 2017 **CM-07-315-17**
- B. Planning Commission Meeting Minutes of June 12, 2017 **CM-07-316-17**
- C. Retirement Board Meeting Minutes of May 24, 2017 **CM-07-317-17**
- D. Beautification Advisory Commission Meeting Minutes of May 16, 2017 **CM-07-318-17**
- E. Payment Application No. 5 (FINAL) to Macomb Pipeline and Utility Co. for the 2015 Water Main Replacement Project, M-609 for the amount of \$5,000 **CM-07-319-17**
- F. Change Order No. 1 in the amount of (\$27,351.87) and Payment Application No. 2 in the amount of \$131,579.19 to Rotondo Construction Corp for the 2016-2017 Miscellaneous Concrete Project, M-644 **CM-07-320-17**

- G. Payment Application No. 2 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co., Inc. for the amount of \$146,043.63 **CM-07-321-17**
- H. Payment Application No. 3 to Florence Cement Company of Shelby Township, MI for the 2017 Granzon Avenue Reconstruction Project, M-650, for the total amount of \$439,502.06 **CM-07-322-17**
- I. Request to advertise for bids for the 2017 Sewer and Catch Basin Cleaning and Television Inspection Project, M-673 **CM-07-323-17**
- J. Request to advertise for bids for 2017-2018 Miscellaneous Concrete Project, M-672 **CM-07-324-17**
- K. Licenses - New and Renewals as submitted for July 17, 2017 **CM-07-325-17**

**MERCHANT'S LICENSES – July 17, 2017
(Subject to All Departmental Approvals)**

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
WG Wireless Mid-West	23035 Coolidge	\$225	Cellular
Drop & Go Kids Center	21700 Greenfield	\$225	Day Care
Mookey's Beans Green	26076 Greenfield	\$225	Restaurant
Excell Insulation	10670 Nine Mile	\$225	Home Improvement

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

County Commissioner Helaine Zack presented information pertaining to Oakland County.

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) City Manager Employee Recognition. City Manager Tungate presented an Employee Recognition Award to Finance Director Sandra Crawford.

(AGENDA ITEM #7B) Independence Day Parade Presentation. Recreation Director Stasiak provided a review of the 4th of July Parade and related activities and thanked the Independence Day Commission for their part in planning the event.

(AGENDA ITEM #7C) 2017 Summer Tax Bill Presentation. City Manager Tungate introduced Deputy Finance Director Winters who reviewed the 2017 Summer Tax Bill.

(AGENDA ITEM #7D) Water Rate Study Presentation scheduled for July 17, 2017. Finance Director Crawford and Water Supervisor Lukasik presented information regarding the City's water and sewer program.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

**CM-07-326-17 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST
- RENSSELAER BLOCK PARTY - APPROVED**

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

Name	Event	Fee
Julie and Michael Miller 24221 Rensselaer	Rensselaer Annual Block Party August 5, 2017 5:00 PM – 10:00 PM	Fees waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

**CM-07-327-17 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF
INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C.
FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$14,762.04
- APPROVED**

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve payment of invoices #479187, #479188 and #479171 by Garan, Lucow, Miller P.C., for legal services rendered through June 30, 2017 in the total amount of \$14,762.04.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Technical and Planning

**CM-07-328-17 (AGENDA ITEM #15A) RESOLUTION APPROVING AN ANIMAL
SHELTER AGREEMENT WITH OAKLAND COUNTY
- APPROVED**

Motion by Speech, seconded by Rich, CARRIED UNANIMOUSLY, to adopt the following resolution approving an Animal Shelter Agreement with Oakland County:

**RESOLUTION TO APPROVE
ANIMAL SHELTER AGREEMENT WITH OAKLAND COUNTY**

WHEREAS, the City of Oak Park Code of Ordinances require certain facilities and procedures for enforcement of the animal laws and regulations of the City of Oak Park and the State of Michigan; and

WHEREAS, Oakland County owns and operates an animal care facility to care for impounded animals as required by law; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, et seq, the City and the County are permitted to enter into a mutual Agreement for the purpose of providing the City with assistance in the enforcement of the applicable animal laws and regulations; and

WHEREAS, the City desires to contract with Oakland County to provide animal shelter for impounded animals as set forth in the attached Animal Shelter Services and Disposal Inter-local Agreement.

NOW, THEREFORE, The City Council of the City of Oak Park, Oakland County, Michigan, resolves as follows:

1. Authorize the City of Oak Park to enter into an Animal Shelter Services and Disposal Agreement with Oakland County, which shall substantially be in the form attached to this Resolution.
2. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

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

MOTION DECLARED ADOPTED

CM-07-329-17 (AGENDA ITEM #15B) PROPOSAL FROM OHM ADVISORS TO PERFORM THE PRELIMINARY ENGINEERING AND BIDDING SERVICES FOR THE CITY'S NINE MILE ROAD TAP GRANT PROJECT FOR AN HOURLY, NOT TO EXCEED FEE OF \$126,000, SUBJECT TO REVIEW BY THE CITY ATTORNEY- APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve the proposal from OHM Advisors to perform the preliminary engineering and bidding services for the City's Nine Mile Road TAP Grant Project for an hourly, not to exceed fee of \$126,000.00, subject to review by the city attorney.

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

MOTION DECLARED ADOPTED

Deputy Director of Technical and Planning Decoster summarized the proposal from OHM Advisors to perform the preliminary engineering and bidding services for the City's Nine Mile Road TAP Grant project. This project, which runs from Coolidge easterly to Pinecrest, will include a road diet, added parking, mid-block pedestrian crossings, bike lanes, and a trailhead. The proposal includes the design engineering and bidding document preparation for the project. Mr. Decoster indicated that approximately 17% of the \$126,000 not to exceed cost will be reimbursed by the City of Ferndale based on the actual percentage of construction cost. There is \$400,000 budgeted in the Major Street Fund for this expenditure.

Department of Public Works

CM-07-330-17 (AGENDA ITEM #15C) REQUEST TO TERMINATE THE 2017 LAWN MAINTENANCE CONTRACT, M-660 WITH AJ'S MAINTENANCE PER THEIR REQUEST AND AWARD THE CONTRACT TO MOW ON THE GO OF BERKLEY, MI FOR THE REMAINDER OF THE SEASON - APPROVED

Motion by Speech, seconded by Rich, CARRIED UNANIMOUSLY, to terminate the 2017 Lawn Maintenance Contract, M-660 with AJ's Maintenance per their request and award the contract to Mow on the Go of Berkley, MI for the remainder of the season.

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

MOTION DECLARED ADOPTED

Deputy Director of Public Works Fortura indicated the request to award the bid for the 2017 Lawn Maintenance Contract, M-660 was approved at the January 17, 2017 regular meeting of the Oak Park City Council and the contract was awarded to the second low bidder AJ's Maintenance. He reported that AJ's Maintenance informed the department they were no longer able to provide the mowing services to the City. He further explained the initial low bidder on the project, Mow on the Go of Berkley, MI, was contacted and expressed an interest in taking on the entire project for the remainder of the season. The original bid submitted by Mow on the Go was \$84,700.00 (AJ's bid was \$93,093.48). Mr. Fortura clarified that the contractor is paid as specific areas are cut.

CALL TO THE AUDIENCE:

Gloria Key, 13333 West Nine Mile Rd. Apt. 107, expressed concerns about code issues pertaining to her condominium.

CALL TO THE COUNCIL:

Mayor McClellan reviewed recent city activities that took place in Shepherd Park including a concert and a classic car show.

Mayor Pro Tem Burns thanked everyone for coming out and wished them a good evening.

Council Member Radner wished everyone a good night.

Council Member Speech wished everyone a good night.

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 8:59 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL**

July 27, 2017

6:00 P.M.

MINUTES

This Special Meeting of the 36th Oak Park City Council was held in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237.

Notice of this Special Meeting was given in compliance with the provisions of Act 267 of the Public Acts of Michigan, 1976, as amended, the "Open Meetings Act".

The Special Meeting was called to order by Mayor McClellan at 6:07 P.M.

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

ABSENT: None

ALSO PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Fournier

SPECIAL BUSINESS:

City Manager Tungate requested that his performance evaluation be conducted in Closed Session of Council.

CLOSED SESSION:

**SCM-07-331-17 (AGENDA ITEM #3A) MOTION TO CONVENE INTO A
CLOSED SESSION TO DISCUSS ATTORNEY CLIENT
PRIVILEGED COMMUNICATION AND A PERIODIC
PERSONNEL EVALUATION OF THE CITY MANAGER
- APPROVED**

Motion by Radner, Seconded by Rich, CARRIED UNANIMOUSLY, to convene into a Closed Session to discuss attorney client privileged communication and a periodic personnel evaluation of the City Manager.

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

MOTION DECLARED ADOPTED

The Closed Session began at 6:10 PM. The Regular Meeting reconvened at 6:40 PM.

SCM-07-332-17 CLOSED SESSION MINUTES - APPROVED

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve the minutes of the 07-27-17 Closed Session.

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

MOTION DECLARED ADOPTED

**SCM-07-333-17 MOTION TO OFFER THE FOLLOWING TERMS TO THE CITY
MANAGER – APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to offer the following terms to the City Manager:

1. Extend the current contract for a period of three years, which will be set to expire on September 30, 2022.
2. Increase annual Paid Time Off allowance to 268 hours.
3. Convert existing sick time to Paid Time Off, which shall be eligible for sell back, effective August 1, 2017.
4. Upon acceptance the City shall offer a one-time signing bonus of \$10,000 payable upon acceptance.
5. The City shall establish a 457 Retirement account and make an annual deposit of \$6,750 on September 1 of each year. Provided that the first two (2) years of this program shall have a (1) one year vesting period.
6. The City Manager shall not seek a renegotiation of benefits or wage increase not provided for under the terms of the contract, sooner than September 30, 2019.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

The Special Meeting adjourned at 6:50 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
EMPLOYEES' RETIREMENT SYSTEM AND
PUBLIC SAFETY RETIREMENT SYSTEM BOARD OF TRUSTEES
CONCURRENT MEETING**

**April 24, 2017
4:30 PM**

MINUTES

Chairperson Tungate called the meeting to order at 4:32 PM and asked the City Clerk to call roll.

EMPLOYEES' RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee McClellan, Trustee Tungate, Trustee Waxenberg
(left meeting at 6:20 PM)

TRUSTEES ABSENT: Trustee Mlynczyk, Trustee Eickmeier

ALSO PRESENT: City Clerk Norris, City Attorney Duff, Finance Director
Crawford, Deputy Finance Director Grondin, Labor
Attorney Fournier, Human Resources Director Brooks,
Glenn Harris, Jon Waite, Ellen Kleinstuber

PUBLIC SAFETY RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee Tungate, Trustee McClellan, Trustee Tetler,
Trustee Rich, Trustee Batora

TRUSTEES ABSENT: None

ALSO PRESENT: City Clerk Norris, City Attorney Duff, Finance Director
Crawford, Deputy Finance Director Grondin, Labor
Attorney Fournier, Human Resources Director Brooks,
Glenn Harris, Jon Waite, Ellen Kleinstuber

(Agenda Item #5) Approval of Minutes

**ERS-04-009-17 MINUTES FROM THE JANUARY 23, 2017 ERS/PSRS
REGULAR CONCURRENT MEETING AND THE
MARCH 27, 2017 SPECIAL CONCURRENT MEETING
– APPROVED**

Motion by Waxenberg, seconded by McClellan, CARRIED UNANIMOUSLY, to approve the minutes from the January 23, 2017 ERS/PSRS Regular Concurrent Meeting and the March 27, 2017 Special Concurrent Meeting.

Voice Vote:	Yes:	Tungate, McClellan, Waxenberg
	No:	None
	Absent:	Mlynczyk, Eickmeier

MOTION DECLARED ADOPTED

**PSRS-04-010-17 MINUTES FROM THE JANUARY 23, 2017 ERS/PSRS
REGULAR CONCURRENT MEETING AND THE
MARCH 27, 2017 SPECIAL CONCURRENT MEETING
– APPROVED**

Motion by Batora, seconded by Tetler, CARRIED UNANIMOUSLY, to approve the minutes from the January 23, 2017 ERS/PSRS Regular Concurrent Meeting and the March 27, 2017 Special Concurrent Meeting.

Voice Vote:	Yes:	Tungate, McClellan, Tetler, Batora, Rich
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #6A) Pension Service Credit – TPOAM member Jon Maly (ERS)

Finance Director Crawford summarized the request by TPOAM Business Agent Gregg Allgier on behalf of Member Jon Maly to look into a retirement matter regarding pension service credit.

Ms. Crawford indicated that Mr. Maly is seeking a readjustment of service credit based on an additional two years of service that would base his retirement on 18 years of service instead of 16. The additional two years of service was not calculated for his retirement because a voluntary option to buy service credit was not exercised during a window of opportunity from 1998 to 2000.

Labor Attorney Fournier reported that research shows that Mr. Maly did contribute to the retirement system from July of 1991 thru December of 1991 so an adjustment is recommended for an additional six month calculation to his retirement.

Mr. Fournier indicated that further research of the 1998 buy back policy would be required to consider the request for the additional 18 months of credited service Mr. Maly is seeking. It was agreed that this part of the request would be considered again at the next regular board meeting.

**ERS-04-010-17 MOTION TO APPROVE SIX MONTHS OF PAID
SERVICE CREDIT THAT WAS NOT PREVIOUSLY
CALCULATED FOR JOHN MALY'S RETIREMENT
- APPROVED**

Motion by McClellan, seconded by Waxenberg, CARRIED UNANIMOUSLY,
to approve six months of paid service credit that was not previously calculated
for John Maly's retirement.

Voice Vote:	Yes:	Tungate, McClellan, Waxenberg
	No:	None
	Absent:	Mlynczyk, Eickmeier

MOTION DECLARED ADOPTED

(Agenda Item #6B) Eligible Domestic Relations Order (EDRO) for Scott Alan Pratt (ERS)

City Attorney Duff explained that the City has received the final order from the court regarding the Eligible Domestic Relations Order (EDRO) for Scott Alan Pratt and the ERS Board needs to receive and accept the report. The report will be kept on file for reference when retirement by Mr. Pratt is requested.

**ERS-04-011-17 RECEIVE AND ACCEPT THE FINAL ELIGIBLE
DOMESTIC RELATIONS ORDER (EDRO) FOR SCOTT
ALAN PRATT - APPROVED**

Motion by McClellan, seconded by Waxenberg, CARRIED UNANIMOUSLY,
to receive and accept the final Eligible Domestic Relations Order (EDRO) for
Scott Alan Pratt.

Voice Vote:	Yes:	Tungate, McClellan, Waxenberg
	No:	None
	Absent:	Eickmeier, Mlynczyk

MOTION DECLARED ADOPTED

(Agenda Item #6C) Clarification regarding new hire vesting eligibility (PSRS)

Trustee Batora summarized the request for clarification regarding contract language related to new hire vesting eligibility. The question is when are members vested? 10 years or 25 years? It was agreed that the labor attorney would need to research the issue since this matter is about the negotiated contract language between the union and the City.

Mr. Batora also indicated that contract language related to the buy-back rate refers to "current net yield of fund" and may be inconsistent with the way rates are being calculated. It was agreed that the labor attorney would need to clarify this matter as part of contract negotiations.

(Agenda Item #6D) Disability Retirement – Kevin Jones (ERS)

Human Resources Director Vicky Brooks summarized the application for duty disability by Code Enforcement Officer Kevin Jones. She explained that Mr. Jones was injured on the job and has been unable to work as a result of the injury. The board is requested to approve an independent medical evaluation to be performed by a certified physician to determine that Mr. Jones is totally incapacitated for continued employment by the City. Ms. Brooks indicated that Dr. Stanley Szczecienski who specializes in Family Medicine, Sports Medicine and Pain Management has been recommended by Michigan Evaluation Group to conduct the medical review. The review can be scheduled within the next thirty days and will cost approximately \$800 to \$1500 for the determination.

ERS-04-012-17

**AUTHORIZATION OF AN INDEPENDENT MEDICAL
EXAMINATION OF KEVIN JONES TO BE PERFORMED
BY DR. STANLEY SCZECIENSKI – APPROVED**

Motion by McClellan, seconded by Waxenberg, CARRIED UNANIMOUSLY, to authorize the independent medical examination of Kevin Jones to be performed by Dr. Stanley Szczecienski.

Voice Vote:

Yes:

Tungate, McClellan, Waxenberg

No:

None

Absent:

Eickmeier, Mlynczyk

MOTION DECLARED ADOPTED

(Agenda Item #6E) SEI Presentation

Glenn Harris from SEI presented a 2017 First Quarter Investment Review dated April 24, 2017. A complete report is on file in the City Clerk's Office. Mr. Harris reported first quarter returns for the plans and summarized plan highlights on page 4 of the report. The Employees' Retirement System assets as of March 31, 2017 were \$19,292,627 and the Public Safety Retirement System assets were \$39,753,326. Both plans returned 4.1% (net) for the quarter vs. 4.2% for the Portfolio Index and 4.4% for the broad, global Policy Index of 60% stocks/ 40% bonds. Mr. Harris commented on specific aspects of the portfolio and the market outlook.

(Agenda Item #6F) CBIZ Savitz Presentation

Ellen Kleinstuber from CBIZ Savitz presented a report entitled "2016 Valuation Results and Projections." dated April 24, 2017. A complete copy of the report is on file in the City Clerk's Office. The report reviewed current issues for public plans, specific valuation results and contribution forecasts for each retirement system and looked ahead to the 2017 valuations.

Jon Waite from SEI provided information related to funding alternatives and the impact they have on the funded status of the systems.

(Agenda Item #7A-J) Financial Reports (ERS) (Quorum lost, reports to be approved at next meeting)

- A. SEI Investment Management Report
- B. Fiduciary Net Assets Statement – Fund 731
- C. SEI Private Trust Financial Report
- D. Disbursements made by Retirement System

DATE	CHECK#	PAYEE/DESCRIPTION	AMOUNT
01/19/17	140837	CBIZ Savitz Administration and Actuarial Fees for the period of 10/01/16 – 12/31/16.	\$ 7,800.00
02/08/17		SEI Private Trust Co. Investment Counseling Fees for 10/01/16-12/31/16.	\$ 13,585.06
03/30/17	1417833	Fund Evaluation Group, LLC Investment Manager and Actuarial Firm Review	\$ 4,500.00
TOTAL QUARTERLY DISBURSEMENTS:		\$25,885.06	

- E. Fiduciary Net Assets Statement – Fund 680
- F. Retirees Actuarial Statements - None
- G. Municipal and Military Buy-Back Calculations - None
- H. Correspondence of Retirement Submission - None
- I. Necrology Report

DATE	NAME
03/29/17	Margaret Thompson

- J. Miscellaneous Information - None

(Agenda Item #7A-J) Financial Reports (PSRS)

**PSRS-04-011-17 RECEIVE AND APPROVE PSRS FINANCIAL REPORTS
 (JANUARY - MARCH 2017) – APPROVED**

Motion by McClellan, seconded by Batora, CARRIED UNANIMOUSLY, to receive and approve the following reports for the period January 1, 2017 – March 31, 2017:

- A. SEI Investment Management Reports
- B. Fiduciary Net Assets Statement – Fund 733
- C. SEI Private Trust Financial Report
- D. Disbursements made by Retirement System

DATE	CHECK#	PAYEE/DESCRIPTION	AMOUNT
01/19/17	140837	CBIZ Savitz Administration and Actuarial Fees for the period of 10/01/16 – 12/31/16.	\$ 6,550.00
02/08/17		SEI Private Trust Co. Investment Counseling Fees for 10/01/16-12/31/16.	\$ 27,169.35
03/30/17	141783	Fund Evaluation Group, LLC Investment Manager and Actuarial Firm Review	\$ 4,500.00
TOTAL QUARTERLY DISBURSEMENTS:		\$38,219.35	

- E. Fiduciary Net Assets Statement – Fund 680
- F. Retirees Actuarial Statements - None
- G. Municipal and Military Buy-Back Calculations - None
- H. Correspondence of Retirement Submission – None
- I. Necrology Report - None
- J. Miscellaneous Information - None

Voice Vote:	Yes:	Tungate, McClellan, Tetler, Batora, Rich
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

PUBLIC COMMENTS:

There were no members of the public present wishing to speak.

ADJOURNMENT:

The meeting adjourned at 6:30 PM.

T. Edwin Norris, City Clerk



**CITY OF OAK PARK, MICHIGAN
EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES
SPECIAL MEETING**

**June 26, 2017
4:30 PM**

MINUTES

Vice Chairperson McClellan called the meeting to order at 4:33 PM and asked the City Clerk to call roll.

PUBLIC SAFETY RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee McClellan, Trustee Waxenberg, Trustee Mlynczyk, Trustee Eickmeier

TRUSTEES ABSENT: Trustee Tungate

ALSO PRESENT: City Clerk Norris, City Attorney Duff, Finance Director Crawford, Human Resources Director Brooks, Kevin Jones, Mrs. Jones

(Agenda Item #3A) Duty Disability Retirement Request – Kevin Jones

City Clerk Norris distributed an independent medical evaluation regarding Kevin Jones and trustees were provided time to read the report. The medical evaluation of Kevin Jones pertaining to his right hand was authorized by the Retirement Boards on April 24, 2017 and performed by Dr. Stanley J. Szczecienski on May 18, 2017.

Trustee McClellan read Dr. Szczecienski's conclusion from the medical evaluation. The evaluation found that no further medical treatment is necessary and that Mr. Jones "should be able to return to work at full duty". In order for disability retirement to be granted, Chapter 55, Article II, Section 55-29 of the City of Oak Park Code of Ordinances requires the medical examiner to certify to the board that the person is "mentally or physically totally incapacitated for continued employment by the city, that such incapacity will probably be permanent".

Mr. Jones was asked if he would like to address the board and he indicated that his wife would speak on his behalf. Mrs. Jones summarized the circumstances related to her husband's injury and the subsequent surgeries and medical evaluations that followed.

**ERS-06-013-17 MOTION TO APPROVE THE REQUEST OF KEVIN
JONES FOR DUTY DISSABILITY – DENIED**

Motion by Waxenberg, seconded by McClellan, **FAILED**, to approve the request of Keven Jones for duty disability.

Voice Vote:	Yes:	None
	No:	McClellan, Eickmeier, Mlynczyk, Waxenberg
	Absent:	Tungate

MOTION FAILED

PUBLIC COMMENTS:

There were no members of the public present wishing to speak.

ADJOURNMENT:

The meeting adjourned at 5:10 PM.

T. Edwin Norris, City Clerk



**CITY OF OAK PARK, MICHIGAN
EMPLOYEES' RETIREMENT SYSTEM AND
PUBLIC SAFETY RETIREMENT SYSTEM BOARD OF TRUSTEES
SPECIAL CONCURRENT MEETING**

July 10, 2017

4:30 PM

MINUTES

Chairperson Tungate called the meeting to order at 4:32 PM and asked the City Clerk to call roll.

EMPLOYEES' RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee McClellan, Trustee Tungate, Trustee Mlynczyk
Trustee Waxenberg, Trustee Eickmeier

TRUSTEES ABSENT: None

ALSO PRESENT: City Clerk Norris, City Attorney Duff, Finance Director
Crawford, Human Resource Director Brooks, David
Wetzel, Robert Van Den Brink

PUBLIC SAFETY RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee Tungate, Trustee McClellan, Trustee Rich,
Trustee Batora

TRUSTEES ABSENT: Trustee Tetler

ALSO PRESENT: City Clerk Norris, City Attorney Duff, Finance Director
Crawford, Human Resource Director Brooks, David
Wetzel, Robert Van Den Brink

(Agenda Item #5) Approval of Minutes

ERS-07-014-17

**MINUTES FROM THE MAY 24, 2017 ERS/PSRS
SPECIAL CONCURRENT MEETING – APPROVED**

Motion by McClellan, seconded by Eickmeier, CARRIED UNANIMOUSLY, to
approve the minutes from the May 24, 2017 ERS/PSRS Special Concurrent
Meeting.

Voice Vote:	Yes:	Tungate, McClellan, Waxenberg, Mlynczyk, Eickmeier
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**PSRS-07-012-17 MINUTES FROM THE MAY 24, 2017 ERS/PSRS
SPECIAL CONCURRENT MEETING – APPROVED**

Motion by Rich, seconded by McClellan, CARRIED UNANIMOUSLY, to approve the minutes from the May 24, 2017 ERS/PSRS Special Concurrent Meeting.

Voice Vote:	Yes:	Tungate, McClellan, Batora, Rich
	No:	None
	Absent:	Tetler

MOTION DECLARED ADOPTED

(Agenda Item #4A) Consideration of Actuarial Services for the Retirement Systems

Finance Director Crawford report that she checked the references listed for actuarial candidates Watkins Ross and The Benefit Advantage and found all gave positive reviews. The boards reviewed specific characteristics of each candidate including their fee structures. The boards also reviewed the limitation of the candidates to perform certain benefit administration functions.

**ERS-07-015-17 MOTION TO TERMINATE THE AGREEMENT WITH
CBIZ SAVITZ AND HIRE WATKINS ROSS AS THE
ACTUARY FOR THE EMPLOYEES' RETIREMENT
SYSTEM – APPROVED**

Motion by Waxenberg, seconded by Eickmeier, CARRIED UNANIMOUSLY, to terminate the agreement with CBIZ Savitz and hire Watkins Ross as the actuary for the Employees Retirement System.

Roll Call Vote:	Yes:	Tungate, McClellan, Waxenberg, Mlynczyk, Eickmeier
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**PSRS-07-013-17 MOTION TO TERMINATE THE AGREEMENT WITH
CBIZ SAVITZ AND HIRE WATKINS ROSS AS THE
ACTUARY FOR THE EMPLOYEES' RETIREMENT
SYSTEM – APPROVED**

Motion by Rich, seconded by McClellan, CARRIED UNANIMOUSLY, to terminate the agreement with CBIZ Savitz and hire Watkins Ross as the actuary for the Public Safety Retirement System.

Roll Call Vote:	Yes:	Tungate, McClellan, Batora, Rich
	No:	None
	Absent:	Tetler

MOTION DECLARED ADOPTED

(Agenda Item #4B) Consideration of Investment Management and Custodial/Benefit Payment Services for the Retirement Systems

Dave Wetzel reviewed the candidate search for investment management, custodial and benefit payment services for the retirement boards and trustees discussed specific characteristics of each candidate. The boards discussed remaining with SEI or selecting another provider.

ERS-07-016-17 MOTION TO TERMINATE THE AGREEMENTS WITH SEI AND HIRE PNC FOR INVESTMENT MANAGEMENT AND CUSTODIAL/BENEFIT PAYMENT SERVICES FOR THE EMPLOYEES' RETIREMENT SYSTEM – APPROVED

Motion by Mlynczyk, seconded by McClellan, CARRIED UNANIMOUSLY, to terminate the agreements with SEI and hire PNC for investment management and custodial/benefit payment services for the Employees' Retirement System.

Roll Call Vote:	Yes:	Tungate, McClellan, Waxenberg, Mlynczyk, Eickmeier
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

PSRS-07-014-17 MOTION TO TERMINATE THE AGREEMENTS WITH SEI AND HIRE PNC FOR INVESTMENT MANAGEMENT AND CUSTODIAL/BENEFIT PAYMENT SERVICES FOR THE PUBLIC SAFETY RETIREMENT SYSTEM – APPROVED

Motion by Rich, seconded by Batora, CARRIED UNANIMOUSLY, to terminate the agreements with SEI and hire PNC for investment management and custodial/benefit payment services for the Public Safety Retirement System.

Roll Call Vote:	Yes:	Tungate, McClellan, Batora, Rich
	No:	None
	Absent:	Tetler

MOTION DECLARED ADOPTED

(Agenda Item #4C) Consideration of Fund Evaluation Group for Investment Consulting Services for the Retirement Boards.

**ERS-07-017-17 MOTION TO HIRE FUND EVALUATION GROUP, LLC
FOR INVESTMENT ADVISORY SERVICES FOR THE
EMPLOYEES' RETIREMENT SYSTEM FOR AN
ANNUAL FEE NOT TO EXCEED \$60,000 FOR BOTH
PLANS – APPROVED**

Motion by Eickmeier, seconded by Mlynczyk, CARRIED UNANIMOUSLY, to hire Fund Evaluation Group, LLC for investment advisory services for the Employees' Retirement System for an annual fee not to exceed \$60,000 for both plans.

Roll Call Vote:	Yes:	Tungate, McClellan, Waxenberg, Mlynczyk, Eickmeier
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**PSRS-07-015-17 MOTION TO HIRE FUND EVALUATION GROUP, LLC
FOR INVESTMENT ADVISORY SERVICES FOR THE
PUBLIC SAFETY RETIREMENT SYSTEM FOR AN
ANNUAL FEE NOT TO EXCEED \$60,000 FOR BOTH
PLANS - APPROVED**

Motion by Rich, seconded by McClellan, CARRIED UNANIMOUSLY, to hire Fund Evaluation Group, LLC for investment advisory services for the Public Safety Retirement System for an annual fee not to exceed \$60,000 for both plans.

Roll Call Vote:	Yes:	Tungate, McClellan, Batora, Rich
	No:	None
	Absent:	Tetler

MOTION DECLARED ADOPTED

PUBLIC COMMENTS:

There were no members of the public present wishing to speak.

ADJOURNMENT:

The meeting adjourned at 5:35 PM.

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
JUNE 27, 2017
MEETING MINUTES**

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

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

ABSENT: none

OTHERS

PRESENT: City Planner Kevin Rulkowski
Deputy City Clerk Lisa Vecchio

APPROVAL OF ZONING BOARD OF APPEALS MINUTES OF MAY 23, 2017

MOTION BY Seligson, SECONDED BY Landau, to approve the meeting minutes of May 23, 2017 as submitted.

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

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

(a) APPLICANT:

Mr. Robert Crenshaw
8468 Yale
Oak Park, Michigan

PROPERTY:

8468 Yale
Property Identification Number: 25-28-176-021

ORDINANCE REQUIREMENTS AND REQUEST:

The following variance is requested:

- 1) Article XVI, requires that the sum of both side yards shall be fourteen (14) feet. The applicant is requesting a waiver of ten (10) feet, to allow for the sum of both side yards to be four feet (4).

STAFF FINDINGS OF FACT:

- 1) The subject parcel is Zoned R-1, One-Family Dwelling District.
- 2) Article XVI, requires that the sum of both side yards shall be fourteen (14) feet.
- 3) The applicant is requesting a waiver of ten (10) feet to allow for the sum of both side yards to be four feet (4).
- 4) The applicant is requesting a variance to construct a new carport on the west side of their house.
- 5) The lot dimensions of the subject parcel are 50 feet by 116 feet.

STAFF RECOMMENDATIONS:

The applicant is requesting a variance to construct a carport in the same area as a carport that was recently removed because it was in disrepair.

There are a number of carports in this area, similar to what the applicant is proposing. It would seem reasonable to grant a variance for a simple carport design (roof with posts and not enclosed) based on the fact that carports are a common feature in this area (a variance would provide substantial justice to the applicant, while strict compliance would appear to be unnecessarily burdensome).

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

Robert Crenshaw was present and explained that he the carport he wants to build would be very similar to other on his street, which are also close to the property line. He also referred to a letter from his neighbor with their approval of the build.

MOTION BY Blumenkopf, SECONDED BY Huston: Based on the information presented in the Planning Division Report, and additional findings of fact discussed during the review of case # 17-02, I move to **approve** the request

Mr. Robert Crenshaw, 8468 Yale,

- 1) for a waiver of ten (10) feet, to allow for the sum of both side yards to be four feet (4).

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

MOTION CARRIED

ADJOURNMENT:

There being no objections Chairman Landau adjourned the meeting at 7:35 p.m.

Lisa Vecchio, Deputy City Clerk/Director of Elections



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Payment Application no. 3 for the 2017 Water Main Replacement Project, M-649.

DEPARTMENT: Technical & Planning – Engineering GWS

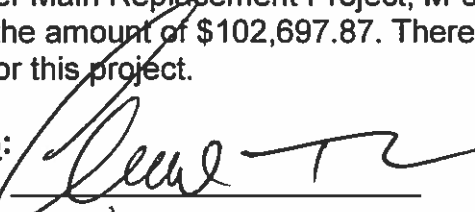
SUMMARY: Attached is Payment Application no. 3 for the 2017 Water Main Replacement Project, M-649. This project is replacing water mains on Kipling Ave. between Nine Mile Road and Kenwood Avenue, on Harding Avenue from Nine Mile Road to Pearson, and on Labelle from Coolidge to just West of Kipling, as shown on the attached map. The project is approximately 59% complete.

FINANCIAL STATEMENT: Original Contract Amount: \$ 766,998.00

Total Completed to Date:	\$ 453,262.67
Less Retainage:	\$ 38,349.90
Net Earned:	\$ 414,912.77
Deductions:	\$ 0.00
Balance:	\$ 414,912.77
Payments to Date:	<u>\$ 312,214.90</u>
Amount Due Aielli Construction Co., Inc.:	\$ 102,697.87

RECOMMENDED ACTION: It is recommended that Payment Application no. 3 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co., Inc. be approved for the amount of \$102,697.87. There is \$800,000 budgeted in the Water & Sewer Fund for this project.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: _____

EXHIBITS: Payment Application no. 3 and Map of project areas

PAYMENT APPLICATION

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

JOB NUMBER: M-649
APPLICATION NO.: 3
PERIOD ENDING: 7/28/17
PAGE: 1 of 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$15,000.00	0.00	\$0.00	1.00	\$15,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
3	Pavement Removal, Modified SP	3,205	SYD	\$7.50	725.59	\$5,441.93	2,332.50	\$17,493.75
4	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	3,745	LFT	\$70.00	0.00	\$0.00	2,825.34	\$197,773.80
5	Install Fire Hydrant, EJIW 5BR-250	12	EACH	\$3,600.00	0.00	\$0.00	7.00	\$25,200.00
6	Kipling Water Main Connection "A" @ Kipling Ave./Kenwood Ave. Intersection	1	LSUM	\$9,500.00	1.00	\$9,500.00	1.00	\$9,500.00
7	Kipling Water Main Connection "B" @ Kipling Ave./Nine Mile Rd. Intersection	1	LSUM	\$6,100.00	1.00	\$6,100.00	1.00	\$6,100.00
8	Harding Water Main Connection "A" @ Harding Ave./Nine Mile Rd. Intersection	1	LSUM	\$20,000.00	0.00	\$0.00	1.00	\$20,000.00
9	Harding Water Main Connection "B" @ Harding Ave./Pearson Intersection	1	LSUM	\$6,250.00	0.00	\$0.00	1.00	\$6,250.00
10	Install 8" Gate Valve and Well	10	EACH	\$3,400.00	0.00	\$0.00	6.00	\$20,400.00
11	Remove/Replace Short Side Service Curb Stop Box 3/4" to 1"	41	EACH	\$215.00	0.00	\$0.00	28.00	\$6,020.00
12	Remove/Replace Short Side Service Curb Stop Box 1.5" to 2"	10	EACH	\$290.00	5.00	\$1,450.00	5.00	\$1,450.00
13	Service Transfer (long and short side) 3/4" to 1"	108	EACH	\$700.00	0.00	\$0.00	56.00	\$39,200.00
14	Service Transfer (long and short side) 1.5" to 2"	10	EACH	\$1,250.00	12.00	\$15,000.00	12.00	\$15,000.00
15	3/4" to 1" Type K Copper	425	LFT	\$10.50	0.00	\$0.00	162.84	\$1,709.82
16	1.5" to 2" Type K Copper	50	LFT	\$20.00	9.25	\$185.00	9.25	\$185.00
17	Remove Existing Fire Hydrant	8	EACH	\$350.00	4.00	\$1,400.00	4.00	\$1,400.00
18	Remove Existing Gate Valve and Well	6	EACH	\$400.00	2.00	\$800.00	3.00	\$1,200.00
19	Abandon Existing Water Mains Harding and Kipling Ave.	1	LSUM	\$5,800.00	0.00	\$0.00	0.00	\$0.00
20	Conc. Pavement With Integral curb and gutter, Non-Reinf. 6", Modified SP	185	SYD	\$66.00	77.20	\$5,095.20	77.20	\$5,095.20
21	Sidewalk Conc. Non-Reinforced 6" Conc. Sidewalk/Drive Approach, Modified SP	9,650	SFT	\$4.90	4,948.99	\$24,250.05	4,948.99	\$24,250.05
22	Sidewalk Conc. Non-Reinforced 4" Conc. Sidewalk/Driveway, Modified SP	17,300	SFT	\$3.75	8,702.68	\$32,635.05	8,702.68	\$32,635.05
23	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	160	SYD	\$6.00	0.00	\$0.00	0.00	\$0.00
24	Cast In Place Detectable/ Tactile Warning Surface.	142	SFT	\$25.00	0.00	\$0.00	0.00	\$0.00
25	Underdrain Subgrade, Open Graded 6", Modified SP	100	LFT	\$10.00	0.00	\$0.00	0.00	\$0.00
26	Class A Sodding, Modified SP	3,810	SYD	\$7.00	0.00	\$0.00	0.00	\$0.00
27	Adjusting Drainage Structure Cover, Case 1, Modified SP	1	EACH	\$500.00	0.00	\$0.00	0.00	\$0.00
28	Drainage Structure Cover	4,180	LBS	\$1.35	0.00	\$0.00	0.00	\$0.00
29	Salvage Sign, Modified SP	14	EACH	\$50.00	0.00	\$0.00	3.00	\$150.00
30	Erosion Control, Inlet Filter, Fabric Drop, Modified SP	27	EACH	\$80.00	0.00	\$0.00	0.00	\$0.00
31	Maintenance Gravel, Modified SP	1,100	TON	\$19.00	0.00	\$0.00	0.00	\$0.00
32	Crossing Existing Water Mains, Sewers	7	EACH	\$250.00	0.00	\$0.00	11.00	\$2,750.00
33	Unidentified Irrigation System Repairs - Sprinkler Lines	100	LFT	\$3.00	0.00	\$0.00	0.00	\$0.00
34	Unidentified Irrigation System Repairs - Sprinkler Heads	30	EACH	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Project Cleanup	1	LSUM	7,500.00	0.00	\$0.00	0.00	\$0.00
36	Inspection Crew Days, Modified SP	\$320.00	DAY	63.00	11.75	\$0.00	38.75	\$0.00
6	Labette Water Main Connection "A" @ Labette Ave./Coolidge Hwy. Intersection	1	LSUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
7	Labette Water Main Connection "B" @ Labette Ave./Labette ave. west of Kipling	1	LSUM	\$2,500.00	0.00	\$0.00	0.00	\$0.00

\$106,357.23

\$453,262.67

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

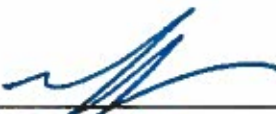
JOB NUMBER: M-649
APPLICATION NO.: 3
PERIOD ENDING: 7/28/17
PAGE: 2 of 2

Original Contract Amount: \$766,998.00

Earnings This Period: \$106,357.23
Total Earnings to Date: \$453,262.67
Less Retainage: \$38,349.90
Net Earned: \$414,912.77
Deductions: \$0.00
Balance: \$414,912.77
Payments to Date: \$312,214.90

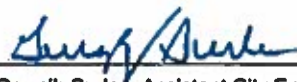
Amount Due: \$102,697.87

Accepted By:



Aielli Construction Co. Inc.

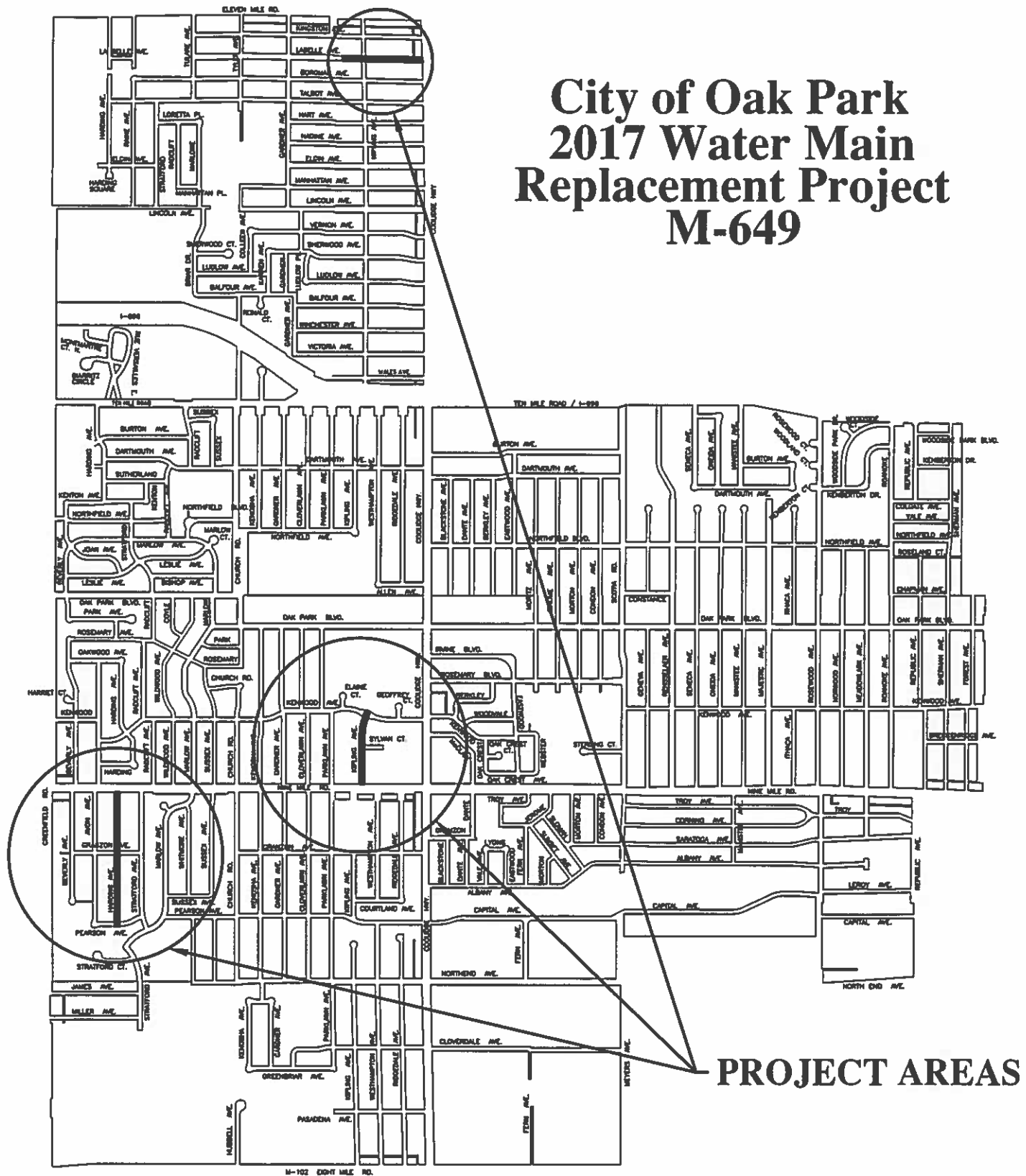
Date: 8-1-17



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

Date: 8-1-2017

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



MERCHANT'S LICENSES – AUGUST 7, 2017

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Resale Warehouse Furniture & Home Goods LLC	21050 Coolidge	\$150	Retail
Bombay Wedding Events Inc	21300 Coolidge	\$150	Warehouse & Showroom
Lavish Luxe Hair Lounge	10730 Nine Mile	\$150	Retail

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
The Collective Music Group	13305 Capital #100	\$225	Studio
Salon Essence Inc	21751 Coolidge	\$225	Salon
Office Depot #617	21110 Greenfield	\$150	Retail
Lori'el – n – Ladon's	21700 Greenfield #441	\$225	Salon
Express Payday & Advance Check Cash	24800 Greenfield	\$225	Banking
NYA Brickhouse Boutique LLC	26060 Greenfield	\$225	Retail
House of Solace Thrift Store	10800 Nine Mile	\$600	Retail

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: 7-31-17

Applicant Information

Applicant/Business Name: BOOK Beat
 Applicant/Business Address: 26010 greenfield
 Phone number: 248-968-1190 E-Mail Address: bookbeatcolleen@gmail.com
 Relation of applicant to business: co-owner

Has applicant ever been convicted of a felony? ☐ Yes ☒ No

Owner Information

Owner or manager of site: Colleen Kammer Phone: 248-968-1190
248-557-9013
 Names and addresses of partners or officers of corporation:
Sary Loren & Colleen Kammer 16200 Rannoke #202
SSld, mi 48075

Event Information

Proposed date(s) of event: SUN AUG. 27 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: 26010 greenfield Oak Park mi

Is this a City owned ~~park~~ store store in Oak Park

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

Nature, purpose, and detailed description of event: Celebration of 35th anniversary of
store (BOOK Beat) that opened in 1982... music, authors,
food, sales, authors autographing their books & reading

Will the event be open to the public? ☒ Yes ☐ No

If yes, please describe how so: free & open to the public - it's a sale...
it's a regular day selling books + authors &
a SALE...

Estimated number of people attending event? 2 would like
500-700 Hours of Event: 12-5 p.m.
noon
people to attend

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

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

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

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

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

Food Services

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

Trying to get a food truck - & we know that they will need a permit*. We haven't found one that can do this date yet but were

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

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

* & we can pay for a permit if they don't have one let Hol. A.P.

Technical/Support

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

NO

Will sanitary facilities be required at event? ☐ Yes ☒ No

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

yes, same as the last two events that we had a tent for. Can't remember dimensions

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

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

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

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

* You may have this^{info.} file from 2012 event or 2015 event...

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

Colleen Kammer

Applicant's Signature

State of Michigan

ss

County of _____

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

_____.

My Commission expires: _____
Notary Public



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

NAME
ADDRESS

Colleen Hammer / Book Beat DATE 7.31.17

(Highlight fee to be charged)

Day Care Registration	\$ 25.00
FOIA Request	\$ _____
Garage Sale Permit	\$ 5.00
Handbill - 1 day	\$ 10.00
Handbill - 1 week	\$ 25.00
Handbill - 3 months	\$ 50.00
Handbill - 1 year	\$ 100.00
Handbill - name change	\$ 10.00
Mechanical Amusement Distributor License	\$ 250.00
Mechanical Amusement Device License	
1 Machine	\$ 250.00
2 machines - \$200 per machine	\$ 400.00
3-4 machines - \$175.00 per machine	\$ _____
5-6 machines - \$150.00 per machine	\$ _____
7-10 machines - \$125.00 per machine	\$ _____
Notary Fee	\$ 5.00
Pawnbroker License	\$ 400.00
Precious Metals License	\$ 50.00
Sidewalk Sale	\$ 10.00
Special Event Fee	\$ 100.00
Tavern License -	
New On-Premises Consumption or transfer of owner	\$ 800.00
Adding additional owners (Per Owner)	\$ 200.00
Background Check (Per applicant)	\$ 75.00
Annual Renewal	\$ 250.00
Vendor License - Food	\$ 50.00
Vendor License - Tax - Per Driver	\$ 75.00
Vendor License Lawn Care - Snow Removal	\$ 50.00
Voter List	\$ _____
Other _____	\$ _____

City of Oak Park • 14000 Oak Park Blvd., Oak Park, MI 48237 • Ph: (248) 691-7544 • Fax: (248) 691-7167 • www.ci.oak-park.mi.us

PAID
JUL 31 2017
City of Oak Park
Treasury Office

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Book Beat 35th Anniversary

26010 Greenfield Rd

DATE: August 27, 2017

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i>	Inspection required for flame retardant certificate and for proper egress of the proposed tent(s)	1 hour	\$60 Building Permit fee for tent and required inspection(s).
PUBLIC SAFETY <i>Steve Cooper</i>	Periodic checks as part of normal patrol activity	30 mins	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin J. Yee</i>	N/A	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 special event permit fee - PAID

SECRET
SW
WARDLE

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

IRS # 38-1863919

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

June 29, 2017
Invoice # 1302505
Client No. M1409
Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered:

CURRENT BILLING SUMMARY THROUGH JANUARY 31, 2017

Fees for Professional Services	\$7,920.00
Expenses Advanced	\$16.80
Current Bill Due	\$7,936.80
Applied from Retainer	(\$5,584.80)
TOTAL AMOUNT DUE	\$2,352.00

Retainer Balance \$0.00

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



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

July 12, 2017
Invoice # 1312391
Client No. M1409
Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered:

CURRENT BILLING SUMMARY THROUGH JUNE 30, 2017

Fees for Professional Services	\$3,536.00
Expenses Advanced	\$2,401.13
CURRENT BILL DUE	\$5,937.13

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

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** August 7, 2017**AGENDA #****SUBJECT:** Report on bids for the 2017 Miscellaneous Sewer Repair Project, M-671.**DEPARTMENT:** DPW/Technical & Planning – Engineering GWS

SUMMARY: At the June 19, 2017 regular meeting of the Oak Park City Council, the request to bid the 2017 Miscellaneous Sewer Repair Project, M-671 was approved (CM-06-263-17). This project will repair sewer pipes and structures in several areas. The project was advertised and 36 contractors viewed the documents. On July 20, 2017, two (2) bids were received and opened. The low bidder, Bricco Excavating of Oak Park, MI, submitted a bid of \$117,260.00. Bricco Excavating has performed this type of work for the City in 2011 to the satisfaction of City Personnel.

FINANCIAL STATEMENT: There is \$500,000 budgeted in the FY 2017-18 Water & Sewer Fund budget for this project.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2017 Miscellaneous Sewer Repair Project, M-671 to Bricco Excavating of Oak Park, MI for the total contract amount of \$117,260.00. Funding is available in the Water & Sewer Fund for this project.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Bid tabulation

BID TABULATION

2017 MISCELLANEOUS SEWER REPAIR PROEJCT, M-671

BID OPENING DATE THURSDAY JULY 20, 2017 10:00 AM

**BRICCO EXCAVATING
21201 MEYERS RD.
OAK PARK, MI 48237
248-547-6963**

**V.I.L. CONSTRUCTION, INC.
6670 SIMS DRIVE
STERLING HGTS., MI 48313
586-979-6020**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANT.</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Max 5%	1	LSUM	\$ 5,800.00	\$ 5,800.00	\$ 10,000.00	\$ 10,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
3	Pavement Removal, Modified SP	250	SYD	\$ 18.00	\$ 4,500.00	\$ 25.00	\$ 6,250.00
4	Sewer Lateral Spot Repair	1	EACH	\$ 9,000.00	\$ 9,000.00	\$ 17,500.00	\$ 17,500.00
5	Rem./Rep Sewer up to 15", PVC Pipe with sand Backfill (2 locations)	30	LFT	\$ 390.00	\$ 11,700.00	\$ 1,500.00	\$ 45,000.00
6	Install Manhole 10-15' In Depth with Backfill	1	EACH	\$ 9,000.00	\$ 9,000.00	\$ 28,000.00	\$ 28,000.00
7	Rem./Rep Manhole 15-20' In Depth with Backfill	1.00	EACH	\$ 19,500.00	\$ 19,500.00	\$ 44,000.00	\$ 44,000.00
8	Hot Mix Asphalt, 3C 2 inch Levelling, Modified SP	5	TON	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00
9	Hot Mix Asphalt, 4C 2 inch Wearing, Modified SP	5	TON	\$ 250.00	\$ 1,250.00	\$ 550.00	\$ 2,750.00
10	Conc. Pavt. With Integral Curb Non-Reinf 8" Modified SP:	200	SYD	\$ 68.00	\$ 13,600.00	\$ 130.00	\$ 26,000.00
11	Sidewalk Conc. Non-Reinforced 6" Conc. Sidewalk/Drive Approach mod SP	300	SFT	\$ 15.00	\$ 4,500.00	\$ 13.00	\$ 3,900.00
12	Sidewalk Conc. Non-Reinforced 4" Conc. Sidewalk/Driveway mod SP	100	SFT	\$ 14.00	\$ 1,400.00	\$ 12.00	\$ 1,200.00
13	Class A Sodding, Modified SP	50	SYD	\$ 62.00	\$ 3,100.00	\$ 25.00	\$ 1,250.00
14	Drainage Structure Cover	780	LBS	\$ 2.00	\$ 1,560.00	\$ 1.50	\$ 1,170.00
15	Aggregate Base Under Conc. (6" 21AA Crush Limestone)	225	SYD	\$ 16.00	\$ 3,600.00	\$ 12.00	\$ 2,700.00
16	Cast In Place Delectable/ Tactile Warning Surface.	20	SFT	\$ 100.00	\$ 2,000.00	\$ 30.00	\$ 600.00
17	6" Schedule 40 Pipe with Backfill	10	LFT	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00
18	Project Cleanup	1	LSUM	\$ 5,800.00	\$ 5,800.00	\$ 7,500.00	\$ 7,500.00
19	Inspection Crew Days, Modified SP	\$320	DAY	10	\$ 3,200.00	20	\$ 6,400.00

TOTAL COST \$ 117,260.00

\$ 234,220.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

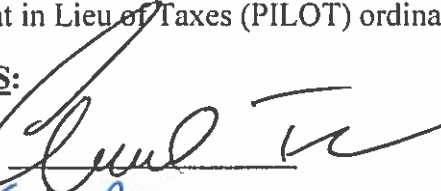
AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Payment In Lieu of Taxes (PILOT) – Coolidge Place**DEPARTMENT:** Economic Development & Communications**SUMMARY:** The Economic Development & Communications Department recommends to city council to conduct the first reading to consider an ordinance for a PILOT incentive for Coolidge Place.

Service Fee/PILOT housing is an agreement between a municipality and a property owner (private or public) to pay a service fee instead of property taxes. Regardless of the amount of rent paid, the Income Tax Act provides that a renter living in Service Fee/PILOT housing must calculate the property tax credit using only 10% of rent paid.

Often, Service Fee/PILOT housing is low income or senior citizen housing that can include an apartment or the rental of a single family home. Coolidge Place is a low income project to provide better housing for seniors and families in need. The tenants will go through a strict screening process. This is not a Shelter.

FINANCIAL STATEMENT: The site current does not pay taxes. The PILOT estimated schedule is attached.**RECOMMENDED ACTION:** City Council conduct the first reading of an ordinance to pass a Payment in Lieu of Taxes (PILOT) ordinance – Coolidge Place**APPROVALS:**City Manager: Director: **EXHIBITS:** schedule, ordinance

Coolidge Place
PILOT Projections

PILOT Approved

September 2017 PILOT Approval for MSHDA LIHTC Application due on
October 2, 2017

September 1, 2018-December 31, 2019 Construction and Lease-Up

Year	Project Rent Inc %	Total PILOT Amount	Non-City Portion	City
		Portion Total to Oak Park		
1	1/1/2020	n/a	\$74,696	\$35,107
2	1/1/2021	1%	\$75,443	\$35,458
3	1/1/2022	1%	\$76,197	\$35,813
4	1/1/2023	1%	\$76,959	\$36,171
5	1/1/2024	1%	\$77,729	\$36,533
6	1/1/2025	1%	\$78,506	\$36,898
7	1/1/2026	1%	\$79,291	\$37,267
8	1/1/2027	1%	\$80,084	\$37,640
9	1/1/2028	1%	\$80,885	\$38,016
10	1/1/2029	1%	\$81,694	\$38,396
11	1/1/2030	2%	\$83,328	\$39,164
12	1/1/2031	2%	\$84,994	\$39,947
13	1/1/2032	2%	\$86,694	\$40,746
14	1/1/2033	2%	\$88,428	\$41,561
15	1/1/2034	2%	\$90,197	\$42,392
16	1/1/2035	2%	\$92,001	\$43,240
17	1/1/2036	2%	\$93,841	\$44,105
18	1/1/2037	2%	\$95,717	\$44,987
19	1/1/2038	2%	\$97,632	\$45,887
20	1/1/2039	2%	\$99,584	\$46,805

**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.**

TAX EXEMPTION ORDINANCE- COOLIDGE PLACE PILOT

ADOPTED:

An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF OAK PARK ORDAINS:

SECTION 1. This ordinance shall be known and cited as the City of Oak Park Tax Exemption Ordinance- Coolidge Place

SECTION 2. **Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing development that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor, **Spero Housing**, (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to rehabilitate, own and operate a housing development identified as Coolidge Place on certain property located at 21111 Coolidge Highway, in the City, to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing development representing rent or occupancy charges exclusive of Utilities.
- B. Authority means the Michigan State Housing Development Authority.
- C. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. Low Income Persons and Families means persons and families eligible to move into a housing development.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing development, and secured by a mortgage on the housing development.
- F. Sponsor means Spero Housing and any entity that receives or assumes a Mortgage Loan.
- G. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing development.

SECTION 4. Class of Housing Developments.

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing developments for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Coolidge Place is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing development identified as Coolidge Place and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate, construct and operate the housing development, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to fifteen percent of the

Annual Shelter Rents actually collected by the housing development during each operating year, however it is expressly understood and agreed that in any event, the minimum annual service charge to be paid for years one through 18 will be equal to the projections submitted by Sponsor in support of its request for the PILOT as approved by City Council.

SECTION 6. **Contractual Effect of Ordinance.**

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. **Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing development if the housing development were not tax exempt.

SECTION 8. **Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before May 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1 et seq.).

SECTION 9. **Duration.**

This Ordinance shall remain in effect and shall not terminate for so long as a Mortgage Loan remains outstanding and unpaid and the housing development remains subject to income and rent restrictions under the LIHTC Program.

SECTION 10. **Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provisions of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. **Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. **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 ____ day of _____, 2017.

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 Counsel of the City of oak park at its regular meeting held on _____, 2017.

T. Edwin Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: SMART (Suburban Mobility Authority for Regional Transportation)
Municipal Credit and Community Credit Contract for Fiscal Year 2017/2018.

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 \$38,803 of Community Credits for fiscal year July 2017 – June 2018.

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 \$38,803 of Community Credits for fiscal year July 2017 – June 2018.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

EXHIBITS: Contract

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2018

I, Erik Tungate, as the City Manager of 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** (Section 1 below), and **Community Credits** (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** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFERRED COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 28,842
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

Total \$ 28,842

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 projected revenue estimates. 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 funding must be spent by September 30, 2019; 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 \$ **38,803** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFERRED COMMUNITY
- (b) Van/Bus Operations At the cost of: \$38,803
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____

Total \$ 38,803

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2018

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 2018, 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 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; 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.

City of Oak Park

By: _____

Date _____

Its: _____

Suburban Mobility Authority for
Regional Transportation

Date _____

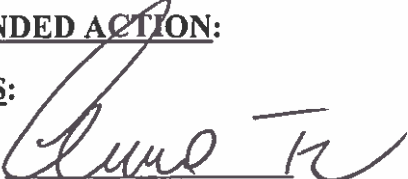
By: _____

John C. Hertel
General Manager

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** August 7, 2017**AGENDA #****SUBJECT:** Sherman Pop Up Park Recap**DEPARTMENT:** Economic Development & Communications**SUMMARY:** During the month of June the City created a pop up park on Sherman Street at Nine Mile Road. The kickoff was held on June 2 with hundreds of people in attendance.

With the help from the Department of Public Works, Recreation and Library, as well as many community volunteers, this project was a huge success. The Department of Public Works built some of the furniture out of pallets, watered the plants, and help to maintain the park. The Recreation Department helped to program the space with many activities and classes. The Library also held many events in the space during the month. During the month we held 26 events in the space.

To get feedback we conducted online surveys and also placed surveys at the park. The results are attached for your review. In summary we had 38 completed online and 35 completed at the park. 83% liked the park and would like to see it become permanent. The majority of comments that stood out were that it brought the neighborhood together as a community and allowed them to meet people they wouldn't have otherwise, and it cut down on the traffic on Sherman Street. If the park were permanent people want to see music, food trucks, more activities at varied times and for all ages, movies, more shade, mural, community garden, drinking fountain, restrooms and a bar.

FINANCIAL STATEMENT:**RECOMMENDED ACTION:****APPROVALS:**City Manager: Director: **EXHIBITS:** survey spreadsheet

What do you like about the Sherman Summer Pop Up Park?	It's pretty...I like the activities	-	nothing	less traffic on Sherman	I love the inviting tables that DPW fixed up for us. Also the chalkboards saved from Jefferson School. I'd love to go to the exercise classes, but times didn't work.
What do you wish was included in the Sherman Summer Pop Up Park?	More kid stuff!	A food truck? Ice cream truck?	a free open full bar	n/a	Community Garden
How often have you visited or do you intend to visit the pop up before it is removed at the end of June?	I plan to be going at least three times...pet rocks, hula class and another time to just hang out	Twice while getting Chinese food.	none, driving by it every day is bad enough	might check it out	Six
What would you like to see in a permanent park at this location?	I like the sitting areas	Grass instead of concrete. Food trucks? Bar?	NO don't do it	maybe	Yes!
Other suggestions:	Bands would be nice...or some form of music...maybe the ice cream man?		open the street back up	none	Something for kids to play on

I do not think this is necessary. I live on Sherman and it is very inconvenient - I have not seen ANYONE there since the real estate office's open house. This is one of the few streets that go from 9 mile to the 690 service drive. It was a poor choice for this idea.	Awesome idea	It has kept the speeding traffic from coming down Sherman. It has brought out neighbors who don't normally come out in the afternoon/evening.	Nothing...it's a nuisance to block a major road.	Brightened up the neighborhood and was good that it was walkable to go to some of the activities. Love the exercise classes.	Nothing.	I like the opportunity for community involvement & activities, but as a resident of Sherman Street I'm most grateful for the drastic decrease in traffic--especially speeders--on my street.	A road
I wish it was taken down, since it has not been utilized since the real estate office's open house.	NA	A few more daytime activities for us older folk. More activities in general.	That is was located in a real park out of traffic and away from a major cross road like 9 Mile...not safe at all		Nothing. move the park	Outdoor movie nights would be nice, but I think a really nice variety was offered.	
I have drove past it daily. I do not plan to utilize it, NOR does anyone else it seems.	No and Yes	Several times a week	No plans...have no reason to encourage such a waste of roadway.	6 times	Twice. Not worth that hassle of not being able to drive there.	Weekly.	100 times
NO!!!!	Yes	More picnic tables and a few more games. We love to go down and play bag toss anytime.	Absolutely not. That's my route to work everyday Tired of zig zagging through the neighborhood to find a way out.	nice just to be a summer park but I know that would be more expensive. Not much to do in the winter. I wonder what the neighbors think, haven't seen many comments.	No permanent park at this location. Choose a road that doesn't go through (i.e. Republic, forest)	I would love if this park was made permanent! PLEASE!!!!	No
Use the money in the established parks instead of closing a street for a month.	Make events more known to the public. Would have liked to been able to sell my product at the pop up shop.	The real estate people park someplace other than on Sherman. They have taken the parking space from us residents near 9 Mile on Sherman.	Host this at an elementary school or regular park already zoned as such.	If it becomes permanent would like to see a mural on the buildings if possible and maybe try to get more teens involved in activities. Cudos to the folks who planned and built the park, it was great!!!!		Please keep the Sherman Pop-Up as a permanent park. At least through the summer while kids are outside playing so much. It has made Sherman a much safer place for kids to play.	Do not close off a road for a park. We have enough parks!

First that it blocks traffic from speeding through the neighborhood. Second that it brightens the neighborhood.	Great idea	I like the fact that the city finally made the Chinese food restaurant clean up the garbage that has constantly been strewn about their property for years. YEARS!	I liked everything. I loved the idea of having a place to connect w neighbors from other blocks that I necessarily wouldn't ever connect with. Game night and Zumba were great.	nothing	I don't like it, because it has greatly increased traffic on the neighboring street where I live.	The various activities schedule	like that we have a park like this in east Oak Park where people can gather. Jackson park is nice, but it seems like more for sports and alot of people use it for a dog park
Presentations on neighborhood safety, etc. - Health demonstrations (CPR and so forth)	-	A different street.	Yoga and a dad's club would have been neat.	I wish the many existing parks were highlighted. Many residents do not even know where all of them are. I would never bring a young child to the Sherman site...way too dangerous off of 9 Mile Road (or any street). That is the reason play grounds are not near the roads; children can easily slip away and run into traffic. Scary, dangerous and a liability for the City.	I wish it was on an empty lot or somewhere that didn't block traffic/road.	a food truck rally.	-
Have not visited it. Volunteered to help set it up. Too far from my home just to "pop over".	-	No	8-10 times	I visited once. Never plan to visit again. Thanks.	Once.	-	I like the idea, but because of hip surgery it is kind of far to walk to. Don't know if there is anywhere to park. Going to try to go this 6/5 Friday to hear Mark sing.
Same as above	-	not be permanent. Sherman is a through street with a fire lane. As a property owner on that street, I find the idea to permanently close	More food truck stops.	NO	No, please don't close off that road. It has increased traffic on the neighboring road where we have houses with children.	Yes!	-
Knitting and crochet group	-	-	The only thing I didn't like was the kickoff party got a little inappropriate as the night went on.	HIGHUGHT ALL the OP Parks! Keep streets open and safe for public safety to access.	PLEASE DON'T BLOCK OFF SHERMAN permanently. I originally thought it was a nice idea as a temporary area, but it has increased traffic (especially speeders who are irritated that they can't get down Sherman and have to go another	concern: the trash was pretty smelly from the restaurant if wind picked up and lots of empty liquor bottles as I walked to the park in the restaurant's parking lot :(	-

I LOVE it!!! I think we should continue this and move it to other thru streets that have speeding problems. It's been a great way to get more people in the neighborhood to engage with each other, which in my opinion also makes the neighborhood safer.	Nothing	Nothing	that is brings people together.	It is a great place for comradery within the neighborhood!	It was a different idea.	It's fun! Another great way to bring the community together and spend time there meeting new neighbors. The Kickoff was the best!!!!	It's amazing!
I've been pretty happy with the diversity of events being held there.	A new location	asking the people that lived on the streets permission when we couldnt close it for a block party for 1 day cause we live on a firelane street but they could close it for a whole month and barely anyone is there ever!!!!	It's awesome	I think it was set up well with a variety of activities to keep you busy.	I wish the restaurant would tie into the park. But I don't see anyone ordering a take out meal to enjoy outside.	Activities/events at times other than evenings and weekends. I know that's when most people are free, but that's when I work, and I was sad that I had to miss almost every activity there. It also would have been nice to have events geared to men, teens, grandparents, young parents, retirees, and people who work from home. Not just working adults. More food trucks would have been nice too.	More games or food trucks
I've walked by many times. Super bummed I can't make it to the Saturday morning hula hoop class.	Once		2 3-4 times	My 7 year old son and I frequented the park throughout the month of June. We will most definitely visit again before it's removed.	I walk past it three times a week on my exercise route. I will continue to ask friends to meet me there for a meal, but so far no one wants to.	I have been there twice, and will go one or two more times.	5 times
Some sort of a pergola for a permanent shade solution. And maybe a small community garden - even if it was just a shared herb garden for everyone to share.	Not a park	No	A marry go round like we had in the 70's.	If it was permanent, the barricades would have to be replaced with something more permanent.	No, try other locations, see if it catches on anywhere.	The fabulous pallet tables and seats made by DPW, games, community service projects, ongoing events, and things as listed above. Also, a restroom (or port-a-potty), and planned events.	More things to do, classes, live music, food, drinks.
Keep up all the good work!!!	-	-	This is awesome. I can't believe that it hasn't been thought of before.	-	How about block parties like we had in Detroit. I moved here in 1997 and miss those.	Please do keep it going!! I would have liked bed to be there more often, if my schedule allowed, so please offer events at a variety of days/times.	-

Cool idea, a few of the events they have held were nice.	Bringing neighbors together. The volunteer effort has been amazing. Loved the enthusiasm that the city officials placed on this project, including building the tables and bike racks out of junk wood.	Brings people out to experience something new	The pop of color it added to 9 mile. Also the variety of activities for all ages!	Nothing	I loved being able to take my daughter and participate in hula hoop and zumba classes in the area that was open to all ages and levels!	Cute & quaint. Love the tables & umbrellas. Very community oriented. Planned events	Street is now quiet.	Meet people and no traffic	What do you like about the Sherman Summer Pop Up Park?	Community
Direct communication with the neighbors. As a new member of the community and living on the block we were not notified of the pop up park until it, well, popped up.	More food trucks. Maybe recruit more local artists. A movie night or theater stage with story telling would be great.	Since it was only up for a month, would have been fun to have a Friday night or Saturday night celebration every week, with music and a place for people to buy drinks and food.		Good location not on the road	More variety of things to do. The pop up was wonderful, food, music, entertainment (the STAR II dancers). It would have been nice if there were more days like the pop off instead of just board game days and plant trades.	Music	Please make it permanent		What do you wish was included in the Sherman Summer Pop Up Park?	More advertising, signs, commercials, etc.
Once	3 times	Kick off party and story time so far	Less than 5 times	2	I have been there 4 times already and would go more if I weren't headed out of town for the remainder of the month.	2-3 times a week. I'd love it to go longer than the end of June.	Just once	Four times	How often have you visited or do you intend to visit the pop up before it is removed at the end of June?	About 5 times
This can't be a real question Cool idea, if there was a way to keep it rotating around the whole city it would be nice. It feels a little odd that it was placed on the border of Ferndale, as opposed to the heart of Oak Park. If you are looking to block off the street from people traveling through to get to 696 just tell us that,	Think it's a great location. I will see what the consensus is with the neighbors that live closer to Nine Mile.	A shade structure	The same bright colors, landscape design	Find a vacant lot any location will do	Doesn't really matter one way or the other.	Yes!	Grass would be nice	Place to post things	What would you like to see in a permanent park at this location?	Picnic tables and Chalk boards
	more food trucks at this location or in one of the parks like the city of Lathrup Village provides on Friday nights. OP needs			people pay taxes for roads and you close it down for this kind					Other suggestions:	More music

Exercise classes, music, colorful decorations, flowers, seating	Lovely	Variety of classes, hula hoop	Everything	Fun classes	The outside atmosphere	It was wonderful !! I want you to have classes here again.	Everything	Great, had fun	Everything	Fun stop for kids while on our bike ride.	Everything	Nice addition to the neighborhood.	Somewhere else to have fun	Less traffic	Its outside	Good work out. Great people. Safe space for the kid	The table was big	Location
More parking, more games	Bathroom	Ice cream stand	Music, food, ice cream, and more games	Drinks	Nothing/water	Zumba and Cardio	Music and food	Cardio, Zumba	More hula hooping	Water activity for kids or music.	Nothing	More shade areas	People	More music	-	More workouts	Bathroom	Ice cream
4 plus times	First time	Every Saturday	Now every day! Please don't close this park.	2 plus times	First time	One time	Everyday during bike rides	1st Time	Weekly	Once, Didn't know it was here. Would love to come more.	3 times so far	Daily	1st time	Every day	Bathroom	As often as I could	1st time	No
More areas for parked cars	Zumba/ Hula Hoop	Just like it is.	Music, food, ice cream, and more games	Yes	This was perfect	Exercised more hula hooping	More activities	More hula hoop, cardio	?	Maybe weekly activities or meetings set up	Swing sets	Drinking fountain	More fun for kids and adults	More activities	Yes	More workouts	-	Shade and food
Pop up sign on 9 mile (sherman) advertising activities so cars on 9 mile know what is happening	-	-	No	-	-	I enjoy doing everything fast pace	More games	Zumba	Shiela was awesome	Keep it permanent	Bathrooms	-	Maybe a set time of day where all gather to have fun.	Just have people having fun	-	Had a wonderful	-	-

Location	Fun to play and we met new friends	I love it, please make it permanent. I like the message board	It brings neighbors together	The games, courtyard feel, flowers	I liked it. Good for the neighborhood and to meet new people		games	Everything	Less traffic on Sherman	Corn hole	Corn hole	Nothing. Its stupid	Everything!!!	Picnic tables are great and bags was fun!	It's close. Like the pallet tables.
Swing lounge, board games, oversized connect 4/checkers	Everything is fine, would add nothing	Benches, hammocks	I like it the way it is	trees, recycle bins. Weekly community concerts	A mural on the buildings, lights at night, and more music at night, movie night			water for the pool	Concerts, kids stuff.	Drinks and refreshments	Food trucks	More to diff. location	Bike rack, bike repair station, more plants and trees, maybe some park benches.	-	Craft beer.
3 times, but have been out of town	3 times already. Be back at least once more	6 times	3 days a week	8 times	Only a couple of times, but had fun. Wanted to come more		all summer	Once but would more	2-3 Times a week	Twice a week	7 or more times	To fill out survey. Was here to by myself.	As much as possible. Every morning for coffee break.	This was the first time, we'll be back.	At least once
Play structure, drinking fountain, water feature	Same things	more benches, tables and most of all trees and flowers	tress and benches	regular movie night	Same as question 2 maybe a tree or two			Water fountains for drinking	Stage	Cool play structures, trails, games	Games and food	Don't do it	Absolutely!!!	-	-
Trash bin from restaurant smells awful (Monday)	This park is a great place to hang out	mayke it permanent!	I love this park it is so cool!	weather proof signage for calendar of events would			get the hell out of the road	Love the ideal	better shading, more community gatherings (i.e.				Park at both ends of 9 and 10 mile.	Less garbage smell	-



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Resolution in support of the MEDC Redevelopment Ready Communities (RRC) Program and acceptance of Report of Findings

SUMMARY: Christopher Germaine from MEDC presented the RRC Report of Findings at the July 5, 2017 City Council Meeting. The attached Resolution is to accept the Report of Findings as presented and confirm our participation in moving forward in the RRC Certification Process.

RECOMMENDED ACTION: City Council pass the Resolution in support of the MEDC Redevelopment Ready Communities Program

APPROVALS:

City Manager:

A handwritten signature in black ink, appearing to read "Clare T.", is written over a horizontal line.

Director:

A handwritten signature in blue ink, appearing to read "Kim Manone", is written over a horizontal line.

EXHIBITS: Resolution in Support of the MEDC Redevelopment Ready Communities Program

City of Oak Park

A Resolution Authorizing the City of Oak Park to Participate in the Michigan Economic Development Corporation (MEDC),

**RESOLUTION AUTHORIZING THE IMPLEMENTATION OF RECOMMENDATIONS
NECESSARY TO RECEIVE REDEVELOPMENT READY COMMUNITIES
CERTIFICATION FROM THE MICHIGAN ECONOMIC DEVELOPMENT
CORPORATION (MEDC)**

- Whereas, the City of Oak Park has engaged in the MEDC Redevelopment Ready Communities Program, including entering into a Memorandum of Understanding with the MEDC and undergoing an evaluation of the City's redevelopment practices as reported in the Redevelopment Ready Communities Community Assessment Report and Evaluation of Findings dated July 2017; and
- Whereas, the MEDC has developed a program for certifying Redevelopment Ready Communities and the City of Oak Park desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and
- Whereas, the City of Oak Park has updated its Master Plan and development readiness is appropriately addressed in that document; and
- Whereas, the program includes evaluating the strong partnerships with city boards and commissions related to development including the City Council, City Planning Commission, Zoning Board of Appeals and Corridor Improvement Authority; and
- Whereas, after review of the Redevelopment Ready Community Report of Findings, the City of Oak Park is willing to complete the tasks as outlined, which will involve interaction with the aforementioned City councils and boards; and
- Whereas, certain recommendations have and will be made by the MEDC that are required in order for the City to attain Redevelopment Ready Communities Certification; therefore, be it
RESOLVED, that the City of Oak Park, through its City Council authorizes the implementation of recommendations made by MEDC that are necessary to receive Redevelopment Ready Communities Certification from MEDC.

Marian McClellan, Mayor

Ed Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Purchase Agreement Approval for Coolidge Place Development

DEPARTMENT: Economic Development & Communications Department

SUMMARY: The sale is in reference to the vacant city owned parcels on Coolidge, North of Eight Mile Road. On August 1, 2016, City Council approved a resolution to advertise the properties and negotiate a deal to sell the properties through an RFP process. This process was completed and the City has finalized the Purchase Agreement with the selected bidder, SPERO Housing. The attached purchase agreement was created by our city attorneys office and it is recommended that City Council approve the City Manager to act as the agent to sign the documents and approve the sale.

FINANCIAL STATEMENT: The city will receive \$130,000 for the properties.

RECOMMENDED ACTION: Approve the City Manager to enter into the Purchase Agreement to sell the property with the terms as specified

APPROVALS:

City Manager

Director:

EXHIBITS: purchase agreement

REAL PROPERTY PURCHASE AGREEMENT

This Real Estate Purchase Agreement (Agreement) is made by and between **The City of Oak Park, a Michigan Municipal Corporation (Seller)**, whose address is **14000 Oak Park Blvd., Oak Park, Michigan 48237**, and **Spero Housing Group, A Michigan Non-Profit Corporation (Purchaser)**, an affiliate of South Oakland Shelter, Inc., whose address is **18505 W. Twelve Mile Road, Lathrup Village, Michigan 48076**, on or as of the date of the last signature of the Purchaser and Seller on the Signature Page to this Agreement (the "Effective Date"). The Purchaser and Seller are collectively referred to as the "Parties," and each is a "Party."

For valuable consideration received, the parties agree as follows:

1. *Agreement for Purchase and Sale.* Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the following (collectively, the "Property"):
 - (a) Certain land situated in the City of Oak Park, Oakland County, Michigan, and more particularly described in attached Exhibit A (Land), together with the buildings and all other improvements of every kind and nature, all fixtures of every kind and nature located in or on the Land or the Buildings, or any such improvements and all appurtenances and hereditaments to the Land (collectively, the "Improvements"), being commonly known as 21111-21435 Coolidge Hwy., Oak Park, Michigan 48237, Michigan
 - (b) All of Seller's rights, title, and interest in and to all plans, specifications, drawings, and other architectural or engineering data relating to the Property (collectively, the "Plans")
 - (c) All warranties, guaranties, sureties, and indemnifications received by or inuring to the benefit of Seller in connection with the ownership, improvement, alteration, repair, restoration, replacement, maintenance, operation, or use of the Property or any portion of it (collectively, the "Warranties")
 - (d) All other claims and causes of action of Seller relating to the design, construction, maintenance, repair, restoration, replacement, improvement, use, damage, or destruction of the Property or any portion of it
2. *Purchase Price.* The purchase price for the Property (Purchase Price) shall be \$130,000 (One Hundred Thirty Thousand and 00/100 Dollars) payable in cash at the Closing (defined in Paragraph 7).

3. *Earnest Money Deposit.* On the Effective Date of this Agreement, Buyer will deliver to First American Title Company, 300 E Long Lake Rd., Ste 300, Bloomfield Hills, MI 48304, an earnest money deposit in immediately available funds of fifteen thousand dollars (\$15,000) which will be held by the Title Company and applied toward the Purchase Price at closing if the sale is consummated. Seller and Purchaser shall enter into an Escrow Agreement with First American Title Company regarding the earnest money deposit (EMD). Said escrow agreement will define the dollar amount, and the terms of both release of the EMD upon sale to the Seller; and the return of the EMD pursuant to the provisions of Section 8, Default and Remedies.

4. *Condition of Property.*

(a) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations; (ii) the suitability of the Property for any or all of Purchaser's activities and uses; (iii) the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirement of any applicable governmental authority or body (collectively, the "Laws"), including, without limitation, compliance with any applicable zoning ordinance; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Property; (v) existence in, on, under, or over the Property of any Hazardous Materials (defined below); or (vi) any other matter with respect to the Property. Additionally, no person acting on behalf of Seller is authorized to make, and by execution of this Agreement Purchaser acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty, or promise regarding the Property, and no representation, warranty, agreement, guaranty, statement, or promise, if any, made by any person acting on behalf of Seller shall be valid or binding on Seller unless expressly set forth in this Agreement or in any of the Closing documents. "Hazardous Materials" means any substance that is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC 9601 et seq.), or any regulations promulgated under CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq.) or regulations promulgated under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 et seq.); (D) gasoline, diesel fuel, or other petroleum

hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

- (b) Purchaser further acknowledges that having been given an initial opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. and agrees to accept the Property and waive all objections or claims against Seller arising from or related to the Property or to any Hazardous Materials on the Property except for a breach of any representations or warranties set forth in this Agreement or any of the Closing documents. Purchaser further acknowledges that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.

Furthermore, both parties agree that upon the execution and delivery of this Agreement, Purchaser shall have the right during the first one hundred twenty (120) days of the term of this Agreement to use, maintain and occupy the Property for the purpose of conducting environmental reviews, engineering tests, structural tests, electrical and mechanical tests, surveys, soil boring tests and to perform such other studies and tests as Purchaser shall determine are necessary to satisfy itself as to the condition of the Property. Buyer will be responsible for the repair and restoration of the Property as a result of any damage caused by any examinations ordered by Buyer. Buyer will indemnify and hold Seller harmless from any claims or damage arising from any such examinations. Unless Buyer notifies Seller in writing within 7 days of the Effective Date (1) that Buyer has substantial cause to be dissatisfied with the results of the examinations and (2) the specific causes of the dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller will have the option of providing for the making of the required repair or declaring this Agreement null and void and returning all deposits to Buyer. For the purpose of this property inspection contingency, no individual cause for dissatisfaction costing less than \$1,000 to repair, as determined by the reasonable estimate of Seller's contractor, will constitute "substantial cause to be dissatisfied." Buyer acknowledges this opportunity to inspect the Property, and that if for any reason Buyer elects not to conduct such inspections, Buyer does so at Buyer's own risk.

5. *Prorations.* Any taxes and assessments that are a lien on the Real Property, or that otherwise relate to the Real Property and are due and payable as of Closing (other

than the lien of general real estate taxes that are not due and payable as of Closing) shall be paid by Seller on or before Closing. Real estate taxes for the year in which the Closing occurs shall be prorated and adjusted between Seller and Purchaser as of Closing on a calendar-year basis. If the real estate taxes for the year cannot be determined as of Closing, the taxes shall be prorated as of Closing based on the real estate taxes payable with respect to the Real Property for the immediately preceding calendar year. Once the actual real estate taxes for the year in which the Closing occurs have been determined, the proration of the taxes shall be recalculated based on the actual taxes for the year, and the party owing the other an amount based on the recalculation shall promptly pay the same to the other party. The parties shall arrange for final readings of utility meters as of Closing and Seller shall pay at Closing final utility charges based on the readings. Any other charges for utilities or other services, materials, or labor furnished to or with respect to the Property (other than services, materials, or labor contracted for by Purchaser) before Closing shall be paid by Seller on or before Closing.

6. *Contingencies.* The obligation of the parties to close the transactions contemplated by this Agreement shall be contingent on Items a. – c., below. If these contingencies are not satisfied by the date specified or otherwise at or before Closing, this Agreement may be terminated by either party and neither party shall have any further liabilities or obligations under this Agreement.
 - a) *LIHTC Award.* Purchaser shall make acquisition of a Low-Income Housing Tax Credit (LIHTC) Reservation from the Michigan State Housing Development Authority (MSHDA). Purchaser shall make application to MSHDA for a reservation of LIHTCs on or about October 2, 2017. Pursuant to MSHDA's review process, Purchaser shall notify Seller of result of application. Upon award, both parties agree to move toward Closing. Should the application be denied a reservation, parties reserve the right to mutually agree to the disposition or extension of the contract. The parties acknowledge and agree that the LIHTC Award is contingent upon the municipal approvals identified below. Requests for approval shall be submitted to City Council by Resolution at the August 7, 2017 meeting for consideration in accordance with applicable city policies and procedures.
 - b) *Municipal Approvals.* Prior to September 15, 2017, Purchaser shall request in a manner consistent with City procedure the following:
 - (i) a letter evidencing Site Plan Approval;
 - (ii) a letter evidencing Zoning compliance;
 - (iii) a letter evidencing the availability of water and sewer services;
 - (iv) a letter evidencing the City's support for the project that meets criteria for MSHDA LIHTC application.
 - (v) a Payment in Lieu of Taxes (PILOT), at a rate not to exceed 15% for the subject property and the development thereon.

c) *Satisfactory Third-Party reports.* Prior to October 1, 2017 the Purchaser shall obtain, at its own expense, certain third-party reports required in support of application for LIHTCs. These reports include a Market Study and a Phase I Environmental Report and/or additional environmental reports as may be warranted by the Phase I results. Should any of these reports fail to meet the minimum standard required by MSHDA in support of an application for LIHTCs, Purchaser shall have the right to terminate this contract.

7. *Closing.* The transactions contemplated under this Agreement shall, subject to the satisfaction of the contingencies set forth in Paragraph 6, be consummated at a closing (Closing) to be held on or before **June 1, 2018, on a date and time as is mutually agreeable to the parties.** At Closing,

(a) Seller shall

- (i) Execute and deliver to Purchaser a Covenant Deed to the Real Property in the form attached as Exhibit B;
- (ii) Execute and/or deliver affidavits and other documents that may be reasonably required for the issuance of a title insurance policy if requested by Purchaser, at Purchaser's sole expense, except that any UCC, bankruptcy, or judgment lien searches or the like shall be done at the sole effort, cost, and expense of Purchaser;
- (iii) Execute, at Purchaser's option, a Michigan Real Estate Transfer Tax Valuation Affidavit;
- (iv) Execute and deliver to Purchaser an Affidavit of nonforeign status.

(b) Purchaser shall pay to Seller the Purchase Price, as adjusted pursuant to Paragraph 5, by wire transfer of immediately available funds.

(c) Seller and Purchaser shall execute a mutually acceptable Closing Statement.

(d) *Closing Costs.* Buyer will pay all closing fees and all costs associated with recording the required deed. The parties agree that the Title Company will prepare the closing documents necessary to complete this transaction, that the Title Company will conduct the closing, and that the cost of same, together with any settlement document preparation, or disbursement fee, will be paid by Seller and Buyer equally. Seller will pay the cost of an

owner's commitment. Buyer will pay the cost for any desired title policy and endorsements. At closing, the parties will execute closing statements prepared by the Title Company and all income or other tax and governmental reporting documents as required by the Title Company.

8. *Default and Remedies.* In the event of default by Seller, Buyer will be entitled to terminate this Agreement, where Buyer will receive a refund of the EMD as its sole and exclusive remedy. If Buyer defaults on its obligation to acquire the Property, Seller will, at Seller's option retain the EMD as liquidated damages.

9. *Representations and Warranties.*

- (a) Seller warrants and represents to Purchaser that as of the date of this Agreement and at Closing

(i) To the best of Seller's knowledge, there are no unrecorded interests of any person (or persons) or entity (or entities) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses);

(ii) This Agreement constitutes a legal, valid, and binding agreement of Seller;

(iii) To Seller's actual knowledge, (A) the Property has not been used for the generation, storage, treatment, or disposal of Hazardous Materials, (B) no Hazardous Material is located in, on, or beneath the Property, including but not limited to any underground storage tanks, and (C) no underground storage tank was previously removed from the Property;

(iv) To Seller's actual knowledge, (A) there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of it, and (B) there is no pending or threatened bankruptcy proceeding involving Seller;

(v) To Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it;

(vi) Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it;

(vii) To Seller's actual knowledge, there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Purchaser or the Property subsequent to Closing;

(viii) Seller is not in possession of any Plans, Warranties, or other documents, instruments, records, studies, agreements, permits, reports, title policies and commitments, environmental studies, or other reports and similar or related information that pertain to the Property or the operation and use of it; and

(ix) (A) Seller is a **Michigan municipal corporation** authorized and existing under the laws of the State of Michigan; (B) neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Seller is bound; and (C) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party or bound or violate any law.

(b) Purchaser represents and warrants to Seller as of the date of this Agreement and at Closing that

(i) Purchaser is a **Michigan non-profit corporation** authorized and existing under the laws of the State of Michigan;

(ii) Neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Purchaser is bound; and

(iii) The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

Discharge of Encumbrances. If objection to the title is made based on a written opinion of Buyer's attorney that the title is not in the condition required for performance under this Agreement, Seller, at Seller's sold option, will have 30 days from the date Seller is notified in writing of the particular defects claims either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in

Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement.

10. *Assignment.* This Agreement may be assigned by Purchaser to a new limited partnership called Coolidge Place Limited Dividend Housing Association Limited Partnership that will be formed by Purchaser and Southwest Housing to meet the requirements for the LIHTC. This agreement may not be assigned under any other circumstances absent written consent of the Seller.
11. *Extensions.* This Agreement may be extended as follows:
 - (a) Purchaser may elect to extend Closing of this Agreement by 90 days, to September 1, 2018, by providing written notice to Seller;
 - (b) Purchaser may elect to extend Closing of this Agreement by a second additional 90 days, to December 1, 2018, by providing written notice and evidence of Award of LIHTC Reservation to Seller;
 - (c) At any time and in any duration upon the mutual written agreement of both parties.
12. *Broker.* Seller and Purchaser each represent and warrant to the other that no broker has been engaged by it in connection with the transactions contemplated by this Agreement. In any event, Seller would be responsible for paying the commission payable to Seller's Broker pursuant to the agreement entered into by Seller and Seller's Broker, and Purchaser would be responsible for paying the commission payable to Purchaser's Broker pursuant to the agreement entered into by Purchaser and Purchaser's Broker. Seller and Purchaser shall each indemnify the other against any costs, claims, or expenses, including reasonable attorney fees, arising out of the breach of the foregoing representation by the indemnifying party. The indemnification provision of this Paragraph 9 shall survive the Closing or termination of this Agreement.
13. *Notice.* Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be given and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given, (b) placed in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, or (c) deposited with a nationally recognized overnight courier service. The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of this Agreement.
14. *Saturday, Sunday, or Legal Holiday.* Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls on a Saturday, Sunday, or legal holiday, the date of the determination or action shall be extended to the next business day.
15. *Entire Agreement.* This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral

agreements between them concerning the Property. No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

16. *Survival.* The representations and warranties of the parties contained in this Agreement shall survive the Closing for one year and shall not merge in the covenant deed or any of the other documents executed in connection with the Closing.
17. *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.
18. *Binding Effect.* All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.
19. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.
20. *Attorney Fees.* In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party the reasonable attorney fees and other costs incurred by the prevailing party in connection with the litigation.
21. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

Each party to this Agreement has caused this Agreement to be duly executed as of the date set forth below such Party's signature.

[SIGNATURES CONTINUED NEXT PAGE]

**SELLER: City of Oak Park, Michigan
A Michigan Municipal Corporation**

Dated: _____

By: _____
Erik Tungate, City Manager

**PURCHASER: Spero Housing Group
a Michigan Non-Profit Corporation**

Dated: _____

By: _____
Ryan B. Hertz
Its: Registered Agent

EXHIBIT A-Legal Description

PARCEL II:

Lots 100 through 109 except the Westerly 134.00 feet of "Schaefer Highway Estates Subdivision" being a part of the East ½ of the Southeast ¼ of Section 31, Town 1 North, Range 11 East, Village of Oak Park (now City of Oak Park), Oakland County, Michigan. Recorded Liber 28 of Plats, Page 51, O.C.R. more particularly described as follows: Beginning at the Northeast corner of said Lot 109; thence South 00° 00' 00" East 819.96 feet along the West line of Coolidge Highway (120' wide) to the Southeast corner of said Lot 100; thence North 87° 42' 00" West 120.06 feet along the South line of said Lot 100; thence North 00° 00' 00" East 820.00 feet to a point on the South line of Cloverdale Avenue (60' wide); thence South 87° 40' 50" East 120.06 feet along said South line of Cloverdale Avenue to the point of beginning. Containing 2.26 acres of land more or less.

Parcel ID Numbers:

52-25-31-484-011	52-25-31-484-025
52-25-31-484-012	52-25-31-484-026
52-25-31-484-013	52-25-31-484-027
52-25-31-484-014	52-25-31-484-028
52-25-31-484-015	52-25-31-484-029
52-25-31-484-016	52-25-31-484-030
52-25-31-484-017	52-25-31-484-031
52-25-31-484-018	52-25-31-484-032
52-25-31-484-019	52-25-31-484-033
52-25-31-484-020	52-25-31-484-034
52-25-31-484-021	52-25-31-484-035
52-25-31-484-022	52-25-31-484-036
52-25-31-484-023	52-25-31-484-037
52-25-31-484-024	52-25-31-484-038

PARCEL III:

Lots 632 through 663 inclusive, and including adjacent ½ vacated alley of "Division Heights Manor Subdivision No. 2", being part of the Northeast ¼ of Southeast ¼ Section 31, Town 1 North, Range 11 East, Royal Oak Township (now City of Oak Park), Oakland County, Michigan. Recorded Liber 42 of Plats, Page 30, O.C.R. Also Lots 110 and 111 except the Westerly 134.00 feet of "Schaefer Highway Estates Subdivision" being a part of the East ½ of the Southeast ¼ of Section 31, Town 1 North, Range 11 East, Village of Oak Park, Oakland County, Michigan. Recorded Liber 28 of Plats, Page 51, O.C.R. more particularly described as follows: Beginning at the Northeast corner of said Lot 663; thence South 00° 00' 00" East 848.18 feet along the West line of Coolidge Highway (120' wide) to the Southeast corner of said Lot 110; thence North 87° 40' 50" West 120.06 feet along the South line of said Lot 110; thence North 00° 00' 00" East 206.65 feet to the South line of Division Heights Manor Subdivision No. 2, recorded in Liber 42, of Plats, Page 30, W.C.R.; thence South 88° 17' 20" East 10.01 feet along said South line of Division Heights Manor Subdivision No. 2; thence North 00° 00' 00" East 640.99 feet along the centerline of said vacated alley (20' wide) to a point on the South line of North End Avenue (60' wide); thence South 88° 16' 40" East 110.04 feet along said South line of North End Avenue to the point of beginning. Containing 2.19 acres of land more or less.

Parcel ID Numbers:

52-25-31-484-039	52-25-31-484-053
52-25-31-484-040	52-25-31-484-054
52-25-31-484-041	52-25-31-484-055
52-25-31-484-042	52-25-31-484-056
52-25-31-484-043	52-25-31-484-057
52-25-31-484-044	52-25-31-484-058
52-25-31-484-045	52-25-31-484-059
52-25-31-484-046	52-25-31-484-060
52-25-31-484-047	52-25-31-484-061
52-25-31-484-048	52-25-31-484-062
52-25-31-484-049	52-25-31-484-063
52-25-31-484-050	52-25-31-484-064
52-25-31-484-051	52-25-31-484-065
52-25-31-484-052	52-25-31-484-066

Commonly Known as: 21111-21435 Coolidge Hwy., Oak Park, Michigan 48237

EXHIBIT B Form of Deed

COVENANT DEED

This indenture is made between the Grantor, The City of Oak Park, by Erik Tungate, City Manager, whose address is 14000 Oak Park Blvd., Oak Park, MI 48237, and the Grantee, Spero Housing Group, A Michigan Non-Profit Corporation (Purchaser), an affiliate of South Oakland Shelter, Inc., whose address is 18505 W. Twelve Mile Road, Lathrup Village, Michigan 48076,

The Grantor, for and in consideration of the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), the receipt of which is acknowledged, and other valuable consideration, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the Grantee, FOREVER, certain land and easement rights in the City of Oak Park, Oakland County, Michigan, described as follows:

PARCEL II:

Lots 100 through 109 except the Westerly 134.00 feet of "Schaefer Highway Estates Subdivision" being a part of the East ½ of the Southeast ¼ of Section 31, Town 1 North, Range 11 East, Village of Oak Park (now City of Oak Park), Oakland County, Michigan. Recorded Liber 28 of Plats, Page 51, O.C.R. more particularly described as follows: Beginning at the Northeast corner of said Lot 109; thence South 00° 00' 00" East 819.96 feet along the West line of Coolidge Highway (120' wide) to the Southeast corner of said Lot 100; thence North 87° 42' 00" West 120.06 feet along the South line of said Lot 100; thence North 00° 00' 00" East 820.00 feet to a point on the South line of Cloverdale Avenue (60' wide); thence South 87° 40' 50" East 120.06 feet along said South line of Cloverdale Avenue to the point of beginning. Containing 2.26 acres of land more or less.

PARCEL III:

Lots 632 through 663 inclusive, and including adjacent ½ vacated alley of "Division Heights Manor Subdivision No. 2", being part of the Northeast ¼ of Southeast ¼ Section 31, Town 1 North, Range 11 East, Royal Oak Township (now City of Oak Park), Oakland County, Michigan. Recorded Liber 42 of Plats, Page 30, O.C.R. Also Lots 110 and 111 except the Westerly 134.00 feet of "Schaefer Highway Estates Subdivision" being a part of the East ½ of the Southeast ¼ of Section 31, Town 1 North, Range 11 East, Village of Oak Park, Oakland County, Michigan. Recorded Liber 28 of Plats, Page 51, O.C.R. more particularly described as follows: Beginning at the Northeast corner of said Lot 663; thence South 00° 00' 00" East 848.18 feet along the West line of Coolidge Highway (120' wide) to the Southeast corner of said Lot 110; thence North 87° 40' 50" West 120.06 feet along the South line of said Lot 110; thence North 00° 00' 00" East 206.65 feet to the South line of Division Heights Manor Subdivision No. 2, recorded in Liber 42, of Plats, Page 30, W.C.R.; thence South 88° 17' 20" East 10.01 feet along said South line of Division Heights Manor Subdivision No. 2; thence North 00° 00' 00" East 640.99 feet along the centerline of said vacated alley (20' wide) to a point on the South line of North End Avenue (60' wide); thence South 88° 16' 40" East 110.04 feet along said South line of North End Avenue to the point of beginning. Containing 2.19 acres of land more or less.

Commonly Known as: 21111-21435 Coolidge Hwy., Oak Park, Michigan 48237

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD in fee simple absolute, in possession, subject to easements and restrictions of record. The Grantor covenants and agrees to and with the Grantee that the Grantor has not heretofore done, committed, or

wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective heirs, successors and legal representatives of the Grantor and the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ____ day of _____, 2018.

Signed by: City of Oak Park, by Erik Tungate, City Manager

by Erik Tungate, City Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by City of Oak Park, by Erik Tungate, City Manager

Notary Public,

County, Michigan

Acting in Oakland County

My commission expires: _____

When Recorded Return To: Spero Housing Group 18505 W. Twelve Mile Rd. Lathrup Village MI 48076	Send Subsequent Tax Bills To: Spero Housing Group 18505 W. Twelve Mile Rd. Lathrup Village MI 48076	Drafted By: Courtney A. Krause (P70581) Garan Lucow Miller 1111 West Long Lake Road, Suite 300 Troy, Michigan 48098
Tax Parcel #52-25-31-484-011 to 52-25-31-484-066	Recording Fee \$	Transfer Tax: Exempt under MCL 207.526(i) and MCL 207.505(h.i.)



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Resolution to approve the acceptance of the Balfour Court dedication from Balfour Company LLC.

DEPARTMENT: Economic Development and Communications

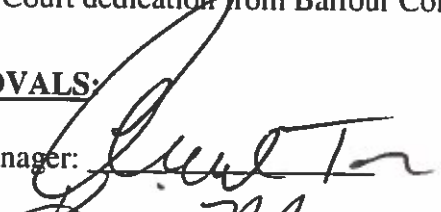
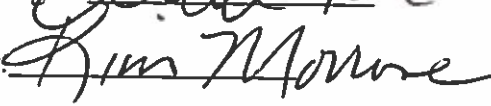
SUMMARY: The Balfour Company created four new home sites and road from two previous existing lots. The private road, commonly known as Balfour Court, serves these properties in the City of Oak Park on the south side of Balfour Ave, West of Coolidge, between Gardner and Karen Streets. The owner, Balfour Company LLC, desires to dedicate and convey Balfour Court, to the City of Oak Park for public highway purposes, which the City will hereafter own and maintain.

It is recommended that the Oak Park City Council, on behalf of the City of Oak Park, accepts the Quit Claim Deed from Balfour Company LLC, a Michigan limited liability company, dedicating and conveying Balfour Court to the City of Oak Park and accepts as of this date into the City of Oak Park's local street system as a public highway for public highway purposes. It is open for public use and under the jurisdiction and control of the City of Oak Park.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: Adopt the resolution approving the acceptance of the Balfour Court dedication from Balfour Company LLC.

APPROVALS:

City Manager: Director: 

EXHIBITS: Resolution and quit claim deed

**CITY OF OAK PARK
RESOLUTION TO APPROVE THE ACCEPTANCE OF THE
BALFOUR COURT DEDICATION FROM BALFOUR COMPANY LLC**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, August 7 2017 at 7:00 p.m.

Present:

Absent:

The following preamble and resolution was offered by _____ and seconded by _____ to approve the City of Oak Park's Acceptance of the Balfour Court Dedication as follows:

WHEREAS, there exists a private road, which serves several properties in the City of Oak Park on the south side of Balfour Ave, West of Coolidge, between Gardner and Karen Streets; and

WHEREAS, the owner, Balfour Company LLC, desires to dedicate and convey this private road, as described in the attached Exhibit A, to the City of Oak Park for public highway purposes, which the City will hereafter own and maintain.

THEREFORE, BE IT RESOLVED that the Oak Park City Council, on behalf of the City of Oak Park, accepts the Quit Claim Deed from Balfour Company LLC, a Michigan limited liability company, dedicating and conveying this road to the City of Oak Park.

IT IS FURTHER RESOLVED that the road described in the attached Exhibit A shall be dedicated as Balfour Court.

IT IS FURTHER RESOLVED, that Balfour Court, as described in the attached Exhibit A, is accepted as of this date into the City of Oak Park's local street system as a public highway for public highway purposes. It is open for public use and under the jurisdiction and control of the City of Oak Park.

IT IS FURTHER RESOLVED, that the City Attorney shall record the Quit Claim deed with the Oakland County Register of Deeds and, together with the City Administration, undertake any other appropriate steps to incorporate Balfour Court into the City of Oak Park's local street system, including but not limited to furnishing information the State of Michigan to place Balfour Court into the Oak Park local street system for purposes of obtaining funds under 1051 PA 51, as amended.

ROLL CALL VOTE: YES:
 NO:
 ABSENT:

RESOLUTION DECLARED ADOPTED

Edwin T. Norris
City Clerk
Dated:

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Edwin T. Norris, the Oak Park City Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Oak Park City Council, Oakland County, Michigan, at a regular meeting duly called and held on the 7th day of August, 2017, an original copy of said Resolution is on file in my office, and that notice of said meeting was given, the meeting was held and the minutes therefore were filed in accordance with the Open Meetings Act, Act. No. 267, Public Acts of Michigan, 1976, as amended.

Edwin T. Norris, City Clerk

**QUIT CLAIM DEED
Balfour Company LLC- Road Dedication**

KNOW ALL PERSONS that **Balfour Company LLC**, a Michigan limited liability company, whose address is 990 Pierce, Birmingham, Michigan 48009 ("Grantor"), Quit Claim(s) to the **City of Oak Park, Michigan, a Michigan Municipal Corporation**, whose address is 14000 Oak Park Blvd., Oak Park, Michigan 48237, the following described premises situated in the City of Oak Park, County of Oakland, State of Michigan, more specifically described as:

The Property depicted and described as the Dedication of the West Half and East Half of Balfour Court on Exhibit A hereto.

For the sum of One and no/100 Dollars (\$1.00), the receipt and adequacy of which are hereby acknowledged.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

Dated: _____ 2017.

**Balfour Company LLC,
a Michigan limited liability company**

By: _____
Mark Menuck
Its: Authorized Agent

COUNTY OF OAKLAND)
) SS
STATE OF MICHIGAN)

On this _____ day of _____ 2017, Mark Menuck executed the foregoing document before me and, being duly sworn, stated that he is the Authorized Agent of _____, a Michigan limited liability company, and that he executed the foregoing document on behalf of the limited liability company with its full authority and as its free act and deed.

Notary Public
My commission expires: _____
Macomb County, Michigan
Acting in the County of _____

Drafted by:
Mark Menuck
990 Pierce, Birmingham
Michigan, 48009

When recorded return to:
City of Oak Park
Attention:
14000 Oak Park Blvd.,
Oak Park, MI 48237

EXHIBIT A

WEST HALF OF BALFOUR COURT:

BEGINNING AT A POINT DISTANT S.89°54'26"E. 74.26 FEET FROM THE NORTHEAST CORNER OF LOT 1 OF ANDREA GARDENS SUB. PART OF THE S.E. ¼ OF SECTION 19, T.1N, R.11E., CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 122 OF PLATS, PAGE 23, OAKLAND COUNTY RECORDS; THENCE S.89°54'26"E. 26.03 FEET; S.00° 53' 40" W. 154.32 FEET; THENCE 112.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, CHORD BEARS N.23°14'50" W. 90.08 FEET; THENCE 36.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, CHORD BEARS N.20°15'28"E. 35.45 FEET; THENCE N.00°30'08" W. 38.32 FEET TO THE POINT OF BEGINNING

CONTAINING: 5,282.80 SQUARE FEET OR 0.121 ACRES.

EAST HALF OF BALFOUR COURT:

BEGINNING AT A POINT DISTANT S.89°54'26" E. 100.29 FEET FROM THE NORTHEAST CORNER OF LOT 1 OF ANDREA GARDENS SUB. PART OF THE S.E. ¼ OF SECTION 19, T.1N., R.11E., CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 122 OF PLATS, PAGE 23, OAKLAND COUNTY RECORDS; THENCE S.89° 54'26". 23.97 FEET; THENCE S.00°30'08"E. 38.09 FEET; THENCE 36.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, CHORD BEARS S.21°09'07"E. 35.27 FEET; THENCE 117.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, CHORD BEARS S.25°20'34"W. 92.15 FEET; THENCE N.00°53'40"E. 154.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,515.41 SQUARE FEET OR 0.127 ACRES.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** August 7, 2017**AGENDA #**

SUBJECT: Request from Owen Tree Service for a contract extension for the 2017 City Tree Block Pruning Project, M-674.

DEPARTMENT: DPW - KJY

SUMMARY: Please find attached a request from Owen Tree Service, the contractor for the 2015 and 2016 City Tree Block Pruning Projects. They have indicated that they would like to execute the second year extension of their unit prices from this project to perform the 2017 City Tree Block Pruning Project, M-674. The contract allowed for up to a two (2) year extension.

FINANCIAL STATEMENT: There is \$100,000 available in the FY 2017-18 Major & Local Street Fund for this expenditure.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Owen Tree Service in the total amount of \$100,000.00 for the 2017 City Tree Block Pruning Project, M-674. Funding is available in the Major and Local Street Funds for this expenditure.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Letter from Owen Tree Service



225 N. Lake George Road
Attica, Michigan 48412
Local: 810-724-6651 • Toll Free: 800-724-6680
Fax: 810-724-2684 • Website: www.owentree.com

July 24, 2017

City of Oak Park
Attn: Rocco Fortura
14000 Oak Park Blvd
Oak Park, MI 48237

Dear Rocco,

Please accept this as our formal request to extend our last contract bid pricing for the block pruning program, to extend to 2017 contract year.

Please feel free to contact me with any questions and to schedule work

Sincerely,

Randy J Owen
President

Integrated Pest Management Programs • Tree Preservation, Cabling & Bracing • Insect/Disease Diagnosis and Treatment • Consultations,
Appraisals and Surveys Lightning Protection • Tree Fertilization • Tree Trimming and Removals • Storm Damage Repair • Hedge and Shrub Trimming
24-Hour Emergency Service • Stump Removal • Lot Clearing • Tree Moving • Lawn Fertilization





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Request authorization to enter into an inter-governmental agreement with the City of Ferndale for the W. Nine Mile Road Transportation Alternatives Program (TAP) 2018 Project.

DEPARTMENT: Technical & Planning – Engineering GWS

SUMMARY: The Engineering Division is requesting authorization to enter into an inter-governmental cost sharing agreement with the City of Ferndale for construction of the West Nine Mile Road Transportation Alternatives Program (TAP) 2018 Project.

FINANCIAL STATEMENT: The agreement calls for the City of Ferndale to reimburse and make payment to the City of Oak Park for the actual construction costs after the application of Transportation Alternatives Program (TAP) funding amount for the construction work, along with payment to the City of Oak Park for the actual design and engineering work costs undertaken in the City of Ferndale's jurisdiction. The total cost of construction is \$1,405,466 which includes \$983,826 in federal funds. The anticipated construction and engineering costs for the City of Ferndale is approximately \$290,267.

RECOMMENDED ACTION: It is recommended that City Council authorize the City of Oak Park to enter into an inter-governmental cost sharing agreement with the City of Ferndale to construct the West Nine Mile Road Transportation Alternatives Program (TAP) project upon final review from the City Attorney's office.

APPROVALS:

City Manager: _____

Director of Public Works: _____

Director of Finance: _____

EXHIBITS: Cost Sharing agreement, Exhibit 1, Exhibit 2, Exhibit 3

**COST-SHARING AGREEMENT
FOR
W. NINE MILE ROAD
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
2018 PROJECT**

This Cost-Sharing Agreement (the "Agreement") is made and entered into on July 24, 2017 between the City of Ferndale ("Ferndale"), and City of Oak Park ("Oak Park"), collectively referred to as "Local Communities".

WHEREAS, through the 2012 federal transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), the Southeast Michigan Council of Governments ("SEMCOG") was apportioned Transportation Alternatives Program ("TAP") funding to be competitively awarded and SEMCOG is anticipating a reauthorization or extension of MAP-21 TAP funding for FY2018; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, Oak Park and Ferndale proposed improvements to W. Nine Mile Road that enhances linkages and will promote relationships in the Local Communities; and

WHEREAS, the Local Communities have determined the W. Nine Mile Road TAP project further the public health, safety, and welfare, and promote efficiency and effectiveness transportation within the Local Communities.

THEREFORE, for the mutual consideration hereinafter stated, the Local Communities agree as follows:

**I.
AUTHORIZATION FOR IMPROVEMENTS**

The Local Communities authorize and agree to participate in the construction of the W. Nine Mile Road TAP project as described in the attached Exhibits 1 and 2. The project shall be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) and met other requirements in the TAP funding conditions for implementation. If awarded by SEMCOG and 2018 MAP-21 TAP funding is secured for the W. Nine Mile Road TAP project the Local Communities authorize Oak Park to administer the TAP funding grant for the W. Nine Mile Road TAP project. Oak Park shall:

- a. Coordinate meetings between appropriate Local Communities personnel to review and evaluate the status and progress of work on the W. Nine Mile Road TAP program.

- b. Provide, information, as requested, regarding W. Nine Mile Road TAP program construction timeline.
- c. Enter into the design and construction contracts for Oak Park and Ferndale.
- d. Administer the design and construction contracts. In the design and construction contracts, Oak Park shall add the City of Ferndale as an additional insured on all required insurance documents for the project.

II. REIMBURSEMENT/PAYMENT

Ferndale shall reimburse and make payment to Oak Park for the actual construction costs after the application of TAP funding amount for the construction work along with payment to Oak Park for the actual design and engineering work costs undertaken in Ferndale's jurisdiction. The anticipated construction costs and design and engineering work costs (along with the anticipated 30% match amount for each member of the Local Communities) in the Ferndale jurisdiction is \$127,717. Ferndale shall pay \$69,664 in construction and contingency and \$58,053 in engineering costs. If Oak Park pays the Ferndale matching contribution amount Ferndale shall pay Oak Park that amount paid by Oak Park within thirty (30) days of being invoiced by Oak Park.

III. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY

No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. Oak Park shall have all necessary authority for the coordinating the construction improvements set forth in the W. Nine Mile TAP program.

Liability and Insurance. The Local Communities shall each be solely responsible for the acts, and omission of their own employees, and agents. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

IV. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the parties.

Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the parties.

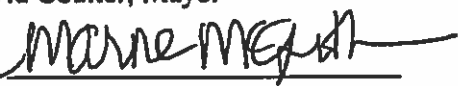
Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

City of Ferndale

By: 

David Coulter, Mayor

By: 

Marne McGrath, Clerk

Date: July 24, 2017

City of Oak Park

By: _____

Mayor

By: _____

Clerk

Date: _____



EXHIBIT 1



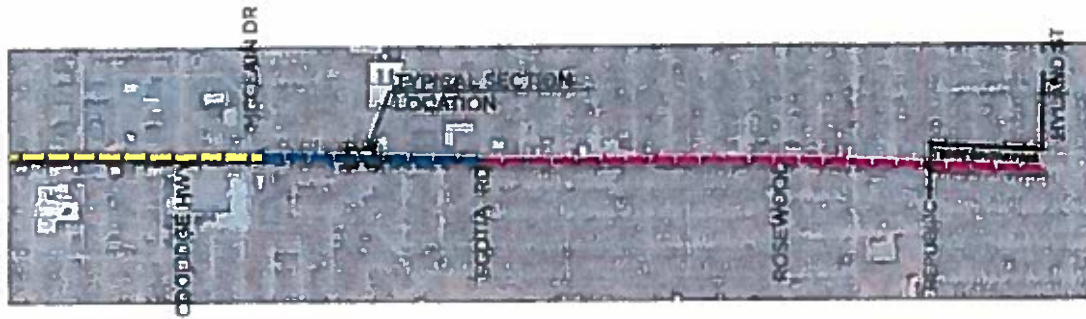
Legend

- Future Road Diet
- Road Diet Type 1 - East/West Bound Bike Lanes, Parallel On-Street Parking &/Or Shoulder
- Road Diet Type 2 - East/West Bound Bike Lane, Back-In Angled On-Street Parking &/Or Shoulder

ROAD DIET

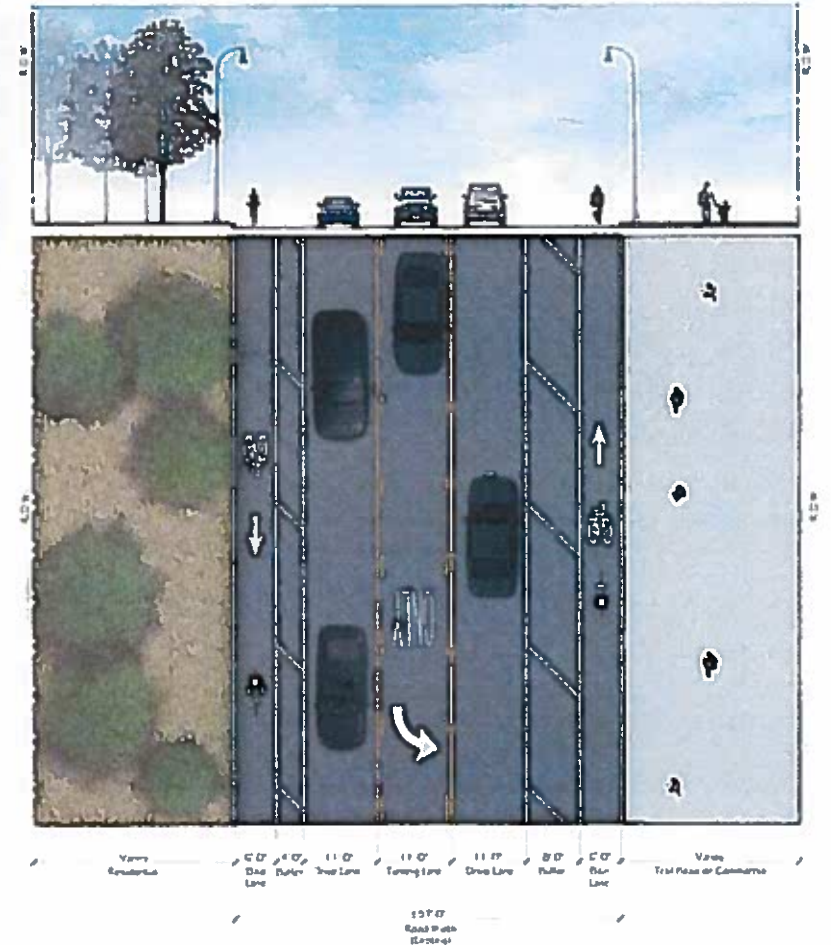
NINE MILE ROAD | OAK PARK, MI





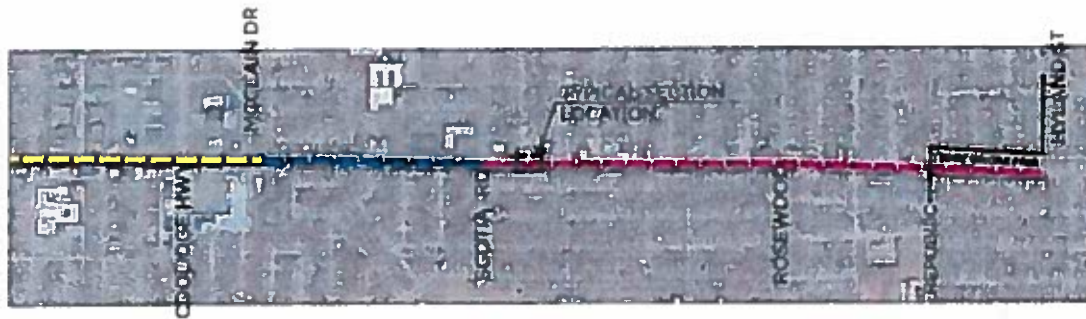
Legend

- Future Road Diet
- Road Diet Type 1 - East/West Bound Bike Lanes, Parallel On-Street Parking &/Or Shoulder
- Road Diet Type 2 - East/West Bound Bike Lane, Back-In Angled On-Street Parking &/Or Shoulder



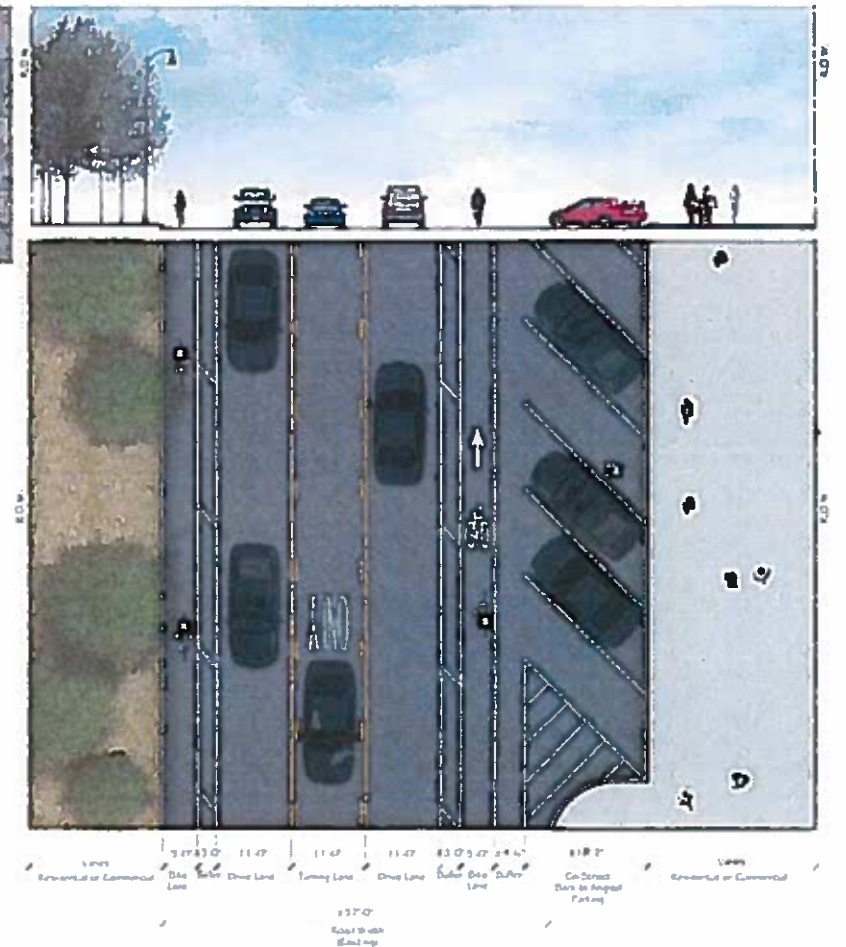
ROAD DIET TYPE 1

NINE MILE ROAD | OAK PARK, MI



Legend

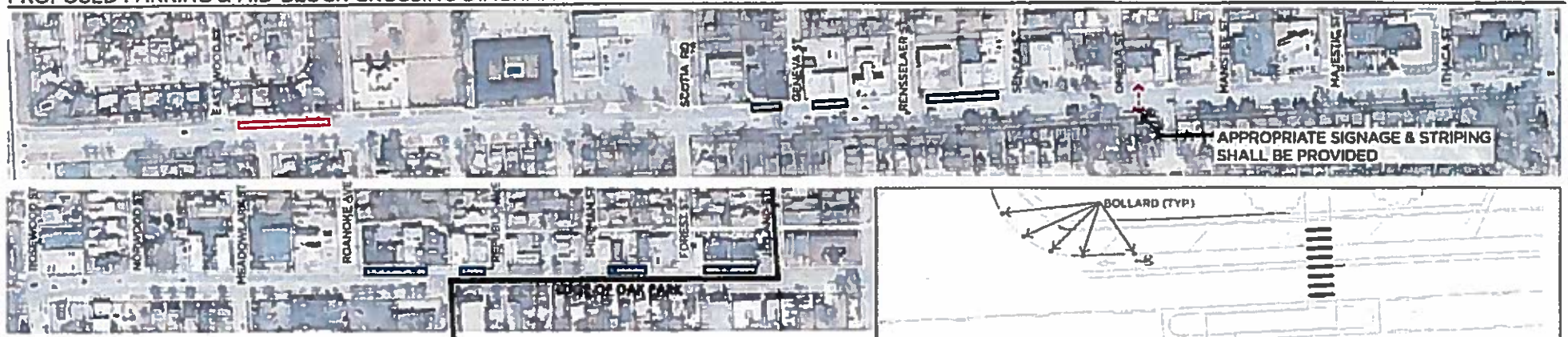
- Future Road Diet
- Road Diet Type 1 - East/West Bound Bike Lanes, Parallel On-Street Parking &/Or Shoulder
- Road Diet Type 2 - East/West Bound Bike Lane, Back-In Angled On-Street Parking &/Or Shoulder



ROAD DIET TYPE 2

NINE MILE ROAD | OAK PARK, MI

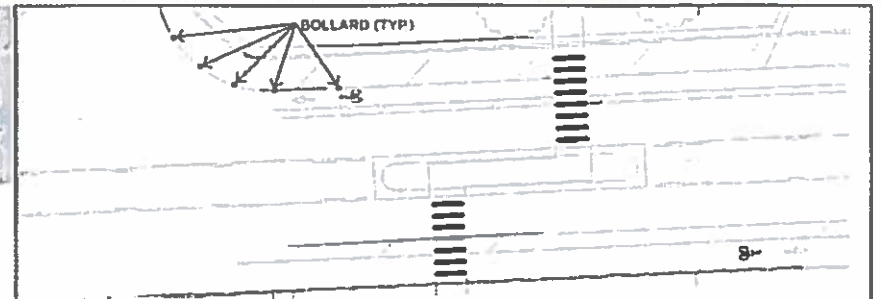
PROPOSED PARKING & MID-BLOCK CROSSING DIAGRAM



Existing Parking: +/- 45 spaces
Proposed Parking: +/- 68 spaces

Legend

- PROPOSED PARALLEL PARKING
- PROPOSED BACK-IN ANGLED PARKING
- - - - - PROPOSED MID-BLOCK CROSSING



PROPOSED MID-BLOCK CROSSING TYPICAL PLAN

BIKE ROUTE DIAGRAM



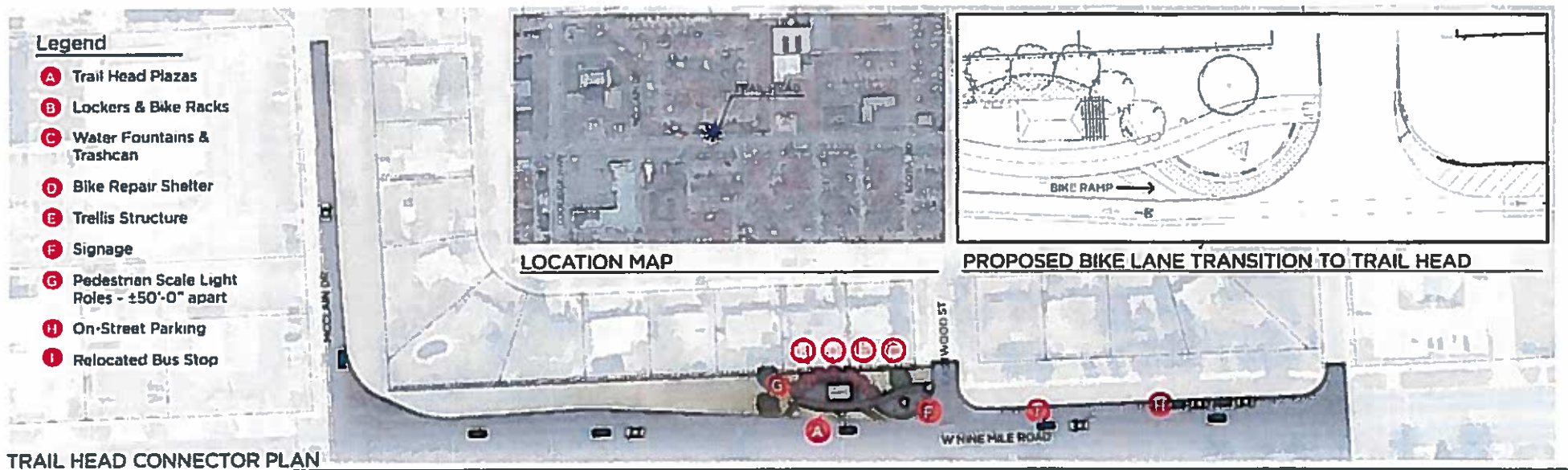
ROAD DIET

NINE MILE ROAD | OAK PARK, MI



3/24/2017

PG. 4



TRAIL HEAD CONNECTOR

NINE MILE ROAD | OAK PARK, MI

9 MILE ROAD DIET
Back of Curb to Back of Curb
Oak Park, MI
PRELIMINARY COST ESTIMATE
Apr 18

Description	Quantity	Units	Material and Labor per Unit Price	Total Unit Price	Remarks
ROAD DIET PAVEMENT MARKINGS					
Subtotal Item	1	LS	\$16,000.00		Seed Diet pavement marking charges
Paint Mark, Only Cold Plastic, 6 inch, White	2700	Ft	\$1.11	\$2,997.00	10% of project cost of everything below resulting terminology but not the engineering fee
Paint Mark, Only Cold Plastic, 12 inch, Cream-Gl	224	Ft	\$6.00	\$1,344.00	Brickstar Crest building 100 tons expensive construction parking overwatching
Paint Mark, Only Cold Plastic, 18 inch, Strip Bar	275	Ft	\$17.00	\$4,665.00	High visibility constant loop for house path overwatching
Paint Mark, Only Cold Plastic, Brackets Arrow Turn, Blue	44	Ft	\$150.00	\$6,600.00	Stop bar at signposted intersections
Paint Mark, Only Cold Plastic, Blue	44	Ft	\$150.00	\$6,600.00	Blue symbol arrow at all intersections
Paint Mark, Green Comfort Area	7753	Sq	\$13.00	\$100,789.00	Blue symbol at all intersections
Paint Mark, Only Cold Plastic, 11 Point Arrow Sign	4	Ft	\$165.00	\$660.00	Crown pavement markings for lane lines at intersections and bus stops
Paint Mark, Only Cold Plastic, Only	8	Ft	\$175.00	\$1,400.00	1 all turn arrow for left turn lanes at signalized intersections
Paint Mark, Only Cold Plastic, Island	2	Ft	\$250.00	\$500.00	"Only" pavement markings to supplement the left turn arrow at signalized intersections
Paint Mark, 100% White Thermoplastic, 4 inch, White	11273	Ft	\$0.50	\$5,636.50	"Island" pavement markings at the west end of the project area to reduce weaving
Paint Mark, 100% White Thermoplastic, 6 inch, White	11273	Ft	\$0.50	\$5,636.50	Blue lane lines, parking lanes, driveway lines, divided left turn lanes
Paint Mark, 100% White Thermoplastic, 6 inch, White	10450	Ft	\$0.50	\$5,225.00	Center lane lines, solid lanes and divided lanes
Arrow Sign Mark	950	Sq	\$5.50	\$5,225.00	Clear lane lines
Paint Mark, 100% White Thermoplastic, 6 inch at first White, Blue	36250	Ft	\$1.25	\$45,312.50	Revised for special existing pavement markings (to left turn arrow "Only," "Turn," etc)
Subtotal	99	Ft	\$14.00	\$1,386.00	Revised for existing pavement markings
Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00	Every 100' or shoulder area and on the extended paved road
Summary	1	LS	\$15,000.00	\$15,000.00	
TOTAL				\$114,944.50	
ISLANDS					
Paint, Blue	342	Sq	\$15.00	\$5,130.00	9 islands islands at the mid line & crosswalk areas
Excavation 6 inch	70	Cyd	\$18.00	\$1,260.00	Arched north & curb width on either side & about 1'
Curb and Gutter, Item	40	Ft	\$17.00	\$680.00	
Embedment, CP	30	Cyd	\$18.00	\$540.00	
Aggregate Base, 6 inch	446	Sq	\$15.00	\$6,690.00	
Subtotal, Item, 6 inch	675	Sq	\$18.00	\$12,150.00	
Subtotal, Item, 6 inch	621	Sq	\$2.00	\$1,242.00	
Hand Patching	51	Ton	\$130.00	\$6,630.00	
Curb and Gutter, Item, 6 inch	106	Ft	\$17.00	\$1,802.00	
TOTAL				\$44,224.00	
ANGLED PARKING AREA 1					
Curb and Gutter, Item	454	Ft	\$17.00	\$7,718.00	Angled Parking reconstruct 100' to 100'
Gutter, Item	520	Ft	\$22.00	\$11,440.00	
Paint, Item	1177	Sq	\$15.00	\$17,655.00	
Subtotal, Item	375	Sq	\$18.00	\$6,750.00	
Aggregate Base, 6 inch	1573	Sq	\$16.00	\$25,168.00	
Subtotal, Item, 6 inch	2345	Sq	\$2.00	\$4,690.00	
HMA, 3C	134	Ton	\$40.00	\$5,360.00	
HMA, 13A	154	Ton	\$50.00	\$7,700.00	
Curb and Gutter, Item, 6 inch	150	Ft	\$17.00	\$2,550.00	
TOTAL				\$105,131.00	
ANGLED PARKING AREA 2					
Curb and Gutter, Item	756	Ft	\$17.00	\$12,852.00	Angled Parking reconstruct 100' to 100'
Gutter, Item	782	Ft	\$22.00	\$17,304.00	
Paint, Item	1956	Sq	\$15.00	\$29,340.00	
Subtotal, Item	2148	Sq	\$18.00	\$38,664.00	
Aggregate Base, 6 inch	2623	Sq	\$16.00	\$42,008.00	
Subtotal, Item, 6 inch	2426	Sq	\$2.00	\$4,852.00	
HMA, 3C	230	Ton	\$40.00	\$9,200.00	
HMA, 13A	220	Ton	\$50.00	\$11,000.00	
Curb and Gutter, Item, 6 inch	775	Ft	\$17.00	\$13,175.00	
Grass Infrastructure	7780	Sq	\$12.00	\$93,360.00	
TOTAL				\$327,825.00	
SUBTOTAL CONSTRUCTION COST					
			\$10,114.36		
			\$12,114.36		10% Contingency of all costs above
			\$20,114.36		25% Engineering Design Fee of construction cost
			\$4,162,114.36		Total Cost of all above

OAK PARK ROADWAY	\$1,102,455
FERNDAL ROADWAY	\$290,267
TRAIL HEAD CONNECTOR	\$314,557
TOTAL	\$1,707,279

OAK PARK ROADWAY COST ESTIMATE

NINE MILE ROAD | OAK PARK, MI





OW PUBL NR: 1478776
DATE: March 22, 2016
Re: August 11, 2015

[illegible][illegible]

ITEM WORK ACTIVITY	QUANTITY	UNIT PRICE	TOTAL	COMMENTS
SUBTOTAL CONSTRUCTION COST			\$211,143	
CONSTRUCTION CONTINGENCY	10%		\$21,110	
SUBTOTAL ENGINEERING (MDOE)	25%		\$58,033	17.0% for 20% more mainly a scope project
TOTAL ESTIMATED COST			\$290,267	

Fracture work means that ARE NOT included in the estimate includes:

* The payment cost work was included (resurfacing, detouring curb replacement, etc.)

It should be pointed out that since we have no control over the Contractor's method of determining prices, competitive bidding or market conditions, our opinion of the probable construction cost as provided for herein is made on the basis of experience and represents our best judgment as design professionals. We cannot guarantee that the final construction cost will not vary from this estimate.

Respectfully,
CHITLS WEBSTER

Estimate Prepared By: Scott A. Riegler, PE
Date: 1/21/2016 Rev 02/31/2016

Estimate Checked By: Jason Wellman, PE
Date: March 28, 2018

1825 E. Maple, Suite 100 Birmingham, AL 35209 (744) 857-3100 Fax: (744) 857-4372	28 W Adams, Suite 1700 Detroit, MI 48226 (313) 987-4442 Fax: (313) 987-5266	6303 28 Mile Road, Suite 100 Washington Twp, MI 48094 (588) 781-8850 Fax: (588) 781-8851
--	---	--

OAK PARK ROADWAY	\$1,102,455
FERNDAL ROADWAY	\$290,267
TRAIL HEAD CONNECTOR	\$314,557
TOTAL	\$1,707,279

FERNDALE ROADWAY COST ESTIMATE



Trail Head Connector
Back of Curb to Right-of-Way
Oak Park, MI
PRELIMINARY COST ESTIMATE
Jul-18

Description	Quantity	Units	Material and Labor per Unit Price	Total Item Price	Remarks
SITE DEMOLITION / PREP					
Excavator/Earthwork	138	CY	\$28	\$3,864	
Concrete Sidewalk Removal	115	SY	\$16	\$1,760	
Tree Removal	4	EA	\$1,500	\$6,000	
Utility Relocation	1	Allow	\$5,000	\$5,000	
			TOTAL	\$16,624	
SITE IMPROVEMENTS					
General Utility/Site Work	1	Allow	\$4,000	\$4,000	
Final Site Grading	830	SY	\$4	\$3,320	
			TOTAL	\$7,320	
LANDSCAPE/HORTSCAPE PACKAGE					
Deciduous Tree	1	EA	\$600	\$600	
Ornamental Tree	7	EA	\$400	\$2,800	
Shrub/Ground Cover	670	SF	\$12	\$8,040	
Mulch	8	CY	\$40	\$320	
Seeded Turf	4000	SF	\$0.25	\$1,000	
Planting Soil Mixture	25	CY	\$40	\$1,000	
Steel Edging	100	LF	\$11	\$1,100	
			TOTAL	\$14,860	
HARDSCAPE					
Multi-use Path - Asphalt Course	30	TON	\$121	\$3,630 use 36A pavement	
Multi-use Path - Aggregate Base	26	CY	\$46	\$1,196 item 302	
Multi-use Path - Machine Grading	8.4	STA	\$1,000	\$400 subgrade compaction, item 205	
Multi-use Path - Centerline	140	LF	\$1	\$70 4" Sprayable Thermoplastic	
Curb Ramp	1	EA	\$1,800	\$1,800	
Standard Concrete - Bus Stop	1200	SF	\$7	\$8,400 at Commercial Corridor Streetscape	
Decorative Concrete	1650	SF	\$12	\$19,800	
Crosswalk Pavement Enhancements	1300	SF	\$18	\$23,400 at 2 BAs Crossings	
			TOTAL	\$59,216	
SITE FURNISHINGS & AMENITIES					
Pedestrian Scale Lighting	3	EA	\$5,000	\$15,000	
Bike Repair Shelter	1	Allow	\$45,000	\$45,000	
Informational Signage	1	Allow	\$8,000	\$8,000	
Bike Racks	11	EA	\$1,000	\$11,000 at Trail Head Connector & Commercial Corridor Streetscape	
Bike Lockers	3	EA	\$2,000	\$6,000	
Drinking Fountains	1	EA	\$2,000	\$2,000	
Trash Can	10	EA	\$800	\$8,000 at Trail Head Connector & Commercial Corridor Streetscape	
Bench	12	EA	\$2,500	\$30,000 at Trail Head Connector & Commercial Corridor Streetscape	
Streetscape Planter Pots	10	EA	\$1,000	\$10,000 at Commercial Corridor Streetscape	
			TOTAL	\$138,000	
BUDGET COSTS				\$233,620	
10% CONTINGENCY				\$23,362.00	
25% DESIGN FEES				\$58,255.00	
TOTAL COSTS				\$314,577	

OAK PARK ROADWAY	\$1,102,455
FERNDAL ROADWAY	\$290,267
TRAIL HEAD CONNECTOR	\$314,557
TOTAL	\$1,707,279

TRAIL HEAD CONNECTOR COST ESTIMATE

NINE MILE ROAD | OAK PARK, MI



giffels
webster

Engineers
Surveyors
Planners
Landscape Architects

1325 East Maple Road
Suite 100
Birmingham, AL 35226
p (205) 912-7125
f (205) 962-6000
www.jeffreykeller.com

Lucien	SAR
Wagner	JRW
Quigley	JRW
Quincy David	SAR



Know others better.
Call before you die.

DATE	NAME
DATE	NAME

Designed For
CITY OF FERNDALE

300 EAST HINE AVE
FERNDALE, MI 48220
(248) 546-2519

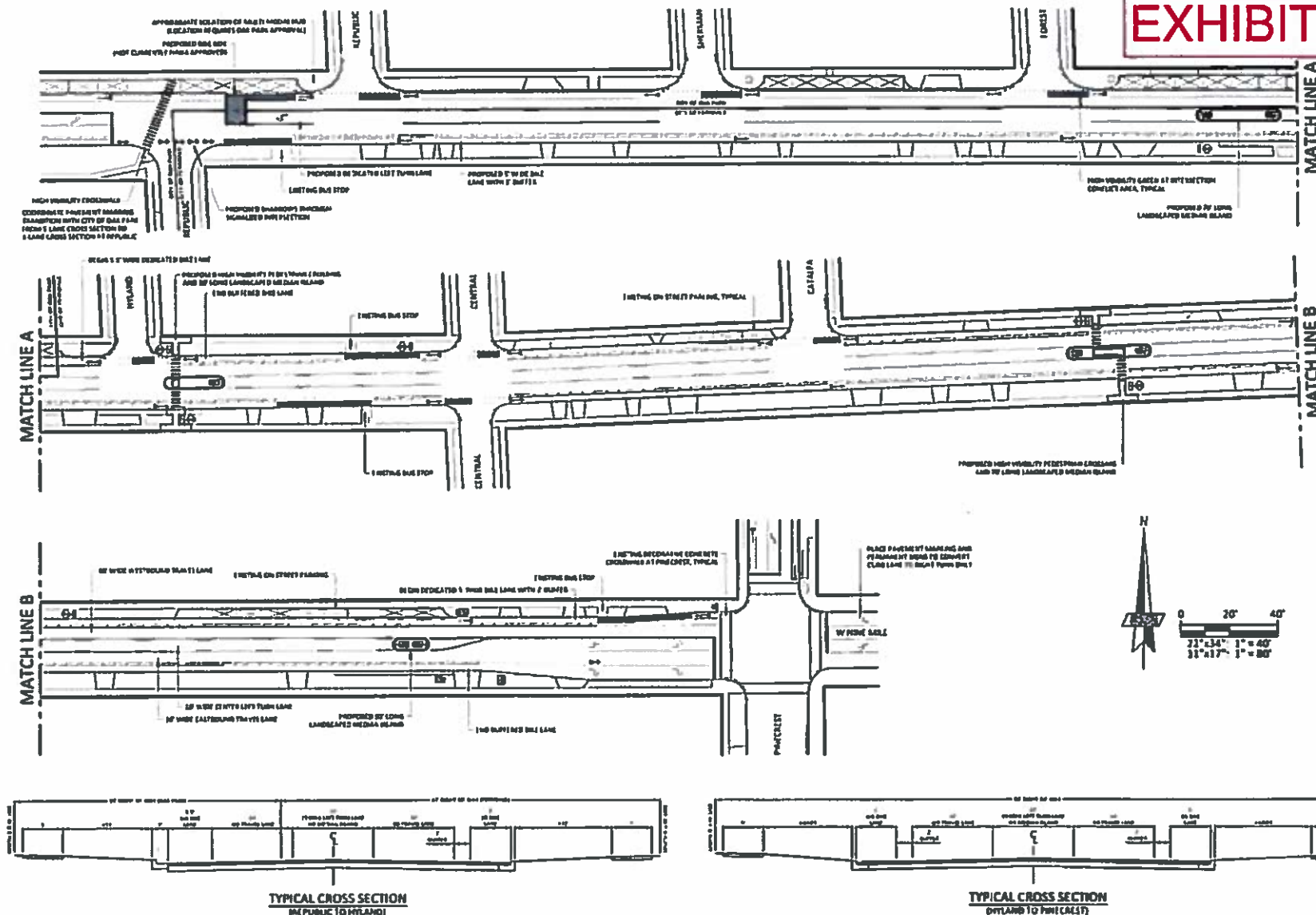
W NINE MILE ROAD DIET

CONCEPTUAL PLAN

CITY OF FERRISDALE
OAKLAND COUNTY
MICHIGAN

Dim	63 34 16
Scale	1" = 67'
Sheet	1 OF 1
Project	NA

Copyright © 2014 Candy Shuster
No reproduction used by other offices



**Local Agency Programs (LAP)
FY 2017 Project Planning Guide
June 2016**

EXHIBIT 3

TS&L or PRE GI		PROGRAM APPLICATION		SUBMIT ACCEPTABLE GRADE INSPECTION PACKAGE TO MDOT LAP (4)		APPROXIMATE GRADE INSPECTION MEETING DATE		ROW CERTIFICATION, PERMITS, FINAL PLANS, PROPOSAL, & ESTIMATE TO LAP		LETTING DATE	
04/11/16	M	05/02/16	M	05/16/16	M	06/15/16	W	07/22/16	F	10/07/16	F
05/09/16	M	05/30/16	M	06/13/16	M	07/13/16	W	08/19/16	F	11/04/16	F
06/06/16	M	06/27/16	M	07/11/16	M	08/10/16	W	09/16/16	F	12/02/16	F
07/11/16	M	08/01/16	M	08/15/16	M	09/14/16	W	10/21/16	F	01/06/17	F
08/08/16	M	08/29/16	M	09/12/16	M	10/12/16	W	11/18/16	F	02/03/17	F
09/05/16	M	09/26/16	M	10/10/16	M	11/09/16	W	12/16/16	F	03/03/17	F
10/10/16	M	10/31/16	M	11/14/16	M	12/14/16	W	01/20/17	F	04/07/17	F
11/07/16	M	11/28/16	M	12/12/16	M	01/11/17	W	02/17/17	F	05/05/17	F
12/05/16	M	12/26/16	M	01/09/17	M	02/08/17	W	03/17/17	F	06/02/17	F
01/09/17	M	01/30/17	M	02/13/17	M	03/15/17	W	04/21/17	F	07/07/17	F
02/06/17	M	02/27/17	M	03/13/17	M	04/12/17	W	05/19/17	F	08/04/17	F
03/06/17	M	03/27/17	M	04/10/17	M	05/10/17	W	06/16/17	F	09/01/17	F
04/10/17	M	05/01/17	M	05/15/17	M	06/14/17	W	07/21/17	F	10/06/17	F
05/08/17	M	05/29/17	M	06/12/17	M	07/12/17	W	08/18/17	F	11/03/17	F

1. All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a Type, Size, and Location (TS&L) submittal.
2. For projects that may require an Environmental Assessment (EA), submit the EA document to LAP at least one year prior to submitting the Program Application.
3. For projects which FHWA has identified as Projects of Divisional Interest (PODI), submit Plans, Proposal, and Estimate to LAP at least two weeks prior to the dates shown in this guide.
4. Grade inspection submittals shall include hard (paper) copies of the plans, unique special provisions, cost estimate in MERL format, and programming application.
5. Refer to the Michigan State Transportation Commission website (www.michigan.gov/transcommission) for State Transportation Committee meeting dates and locations.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 7, 2017

AGENDA #

SUBJECT: Request approval of a resolution which certifies that the matching funds have been secured for the TAP grant, that the City is commitment to ownership and maintenance and also certifies authorization of an agency agent.

DEPARTMENT: Technical & Planning – Engineering GWS

SUMMARY: The Engineering Division is requesting approval and adoption of a resolution certifying that matching funds are secured, available, and committed for use in constructing the W. Nine Mile Road Transportation Alternatives Program (TAP) 2018 Project, certifying that the City commits to owning, operating, and implementing a maintenance program over the design life of the project, and certifying that the Assistant City Manager is authorized to act as agent during project development and to sign a project agreement upon receipt of a funding award.

RECOMMENDED ACTION: It is recommended that City Council adopt the proposed resolution which includes certifications and authorizations required to implement the West Nine Mile Road Transportation Alternatives Program (TAP) project, upon final review from the City Attorney's office.

APPROVALS:

City Manager: _____

Department Director: _____

Director of Finance: _____

EXHIBITS: Resolution

**CITY OF OAK PARK
MICHIGAN**

CM-XX-XXX-XX

RESOLUTION IN SUPPORT OF TAP PROJECT IMPLEMENTATION

- WHEREAS, The City of Oak Park has discussed the feasibility of redesigning Nine Mile Road with the intent to create a downtown atmosphere and include bike lanes, streetscapes, and provide safe alternative transportation options along the Nine Mile Corridor; and
- WHEREAS, The City of Oak Park has worked with the Center for New Urbanism and Project for Public Spaces to engage the public for input and support of the project; and
- WHEREAS, The City of Oak Park has worked with the engineering firm of OHM Advisors to design and provide cost estimates for the project that includes a road diet, bike lanes, trailhead, streetscape and new lighting; and
- WHEREAS, The City of Oak Park will partner with the City of Ferndale on this project to help increase connectivity between communities; and
- WHEREAS, The City of Oak Park supports the acceptance of a Transportation Alternative Grant from the Michigan Department of Transportation (MDOT) and Southeast Michigan Council of Governments (SEMCOG) to assist with partial funding of the project;
- WHEREAS, The City of Oak Park certifies that the financing is secured, available and committed for use in constructing the project;
- WHEREAS, The City of Oak Park authorizes Kevin Yee, P.E., Assistant City Manager/Director of Public Works/City Engineer to act as the City's agent during project development and to sign a project agreement on the City's behalf upon receipt of a funding award for the project;
- WHEREAS, The City of Oak Park commits to owning, operating, and implementing a maintenance program over the design life of the facilities constructed with TAP funds for the project;

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Oak Park, Michigan, hereby supports the Nine Mile Redesign Project and actions required for Transportation Alternative Program implementation.