

Oak Park City Council Agenda

July 17, 2017





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
July 17, 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 5, 2017
- B. Planning Commission Meeting Minutes of June 12, 2017
- C. Retirement Board Meeting Minutes of May 24, 2017
- D. Beautification Advisory Commission Meeting Minutes of May 16, 2017
- 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
- 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
- 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
- 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
- I. Request to advertise for bids for the 2017 Sewer and Catch Basin Cleaning and Television Inspection Project, M-673
- J. Request to advertise for bids for 2017-2018 Miscellaneous Concrete Project, M-672
- K. Licenses - New and Renewals as submitted for July 17, 2017

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. City Manager Employee Recognition – Sandra Crawford
- B. Independence Day Parade Presentation
- C. 2017 Summer Tax Bill Presentation
- D. Water Rate Study Presentation

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License and waiver of fees submitted by Julie and Michael Miller, 24221 Rensselaer, for the Annual Rensselaer Block Party to be held on August 5, 2017

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$14,762.04

12. BIDS: None

13. ORDINANCES: None

14. CITY ATTORNEY

15. CITY MANAGER:

Technical and Planning

- A. Resolution approving an Animal Shelter Agreement with Oakland County
- B. 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

Department of Public Works

- C. 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

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 5, 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-07-300-17 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

Motion by Radner, seconded by Burns, 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-07-301-17 (AGENDA ITEM #5A-E) 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 June 19, 2017 **CM-07-302-17**
- B. Zoning Board of Appeals Meeting Minutes of May 23, 2017 **CM-07-303-17**
- C. Payment of invoices from Orchard, Hiltz & McCliment (OHM) for Bridge Enhancements, Traffic Signal Optimization and SAW Grant Support in the total amount of \$23,483.35 **CM-07-304-17**
- D. Resolution designating Finance Director Sandra Crawford and Deputy Finance Director Jamen Winters as authorized agents to perform investment activities with D.A. Davidson & Co. **(Removed from the Consent Agenda by Mayor McClellan)**
- E. Licenses - New and Renewals as submitted for July 5, 2017 **CM-07-305-17**

MERCHANT'S LICENSES – July 5, 2017
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Complete Victory Fitness & Health LLC	23120 Coolidge	\$150	Fitness Studio
Crown Snack Shop	25900 Greenfield #116	\$150	Restaurant
Moonfly Music LLC	13650 Eight Mile #4	\$150	Music Studio
Wilson Wellness LLC	13691 Eleven Mile #108	\$150	Physical Therapy
Kor Therapy LLC dba Spinal Mobility Works	13691 Eleven Mile #109	\$150	Physical Therapy
B Royal Hair Collection	12726 Nine Mile	\$150	Retail
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
SR Audio Inc	21070 Coolidge	\$150	Audio Video Prod.
A Head of Exsalonce	25201 Coolidge	\$225	Salon
Associates in Medical Ed	23300 Greenfield #124	\$225	Medical Training
Rainbow #730	26170 Greenfield	\$150	Retail
Leo Weiss Plumbing & Heating	8500 Nine Mile	\$150	Contractor
Kids Advancing Hope Coalition	8540 Northend	\$150	Non-profit
LA Insurance Agency XXXI	13381 Ten Mile	\$225	Insurance Agency

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

MOTION DECLARED ADOPTED

CM-07-306-17 (AGENDA ITEM #5D) RESOLUTION DESIGNATING FINANCE DIRECTOR SAUNDRA CRAWFORD AND DEPUTY FINANCE DIRECTOR JAMEN WINTERS AS AUTHORIZED AGENTS TO PERFORM INVESTMENT ACTIVITIES WITH D.A. DAVIDSON & CO. - APPROVED

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve a resolution designating Finance Director Saundra Crawford and Deputy Finance Director Jamen Winters as authorized agents to perform investment activities with D.A. Davidson & Co.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-07-307-17 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – JEWISH SENIOR LIFE – COMPLEX-WIDE GARAGE SALE – APPROVED

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

Name	Event	Fee
Jewish Senior Life Apartments	Complex-wide Garage sale and flea market August 27, 2017 9:00 AM – 3:00 PM	Fees waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-07-308-17 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$13,993.40 - APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoices #478368, #478356 and #478357 by Garan, Lucow, Miller P.C., for legal services rendered through May 31, 2017 in the total amount of \$13,933.40.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-07-309-17 (AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND APPENDIX A-ZONING, ARTICLE III, AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 32 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the second reading and adopt the following ordinance to amend the City's Official Zoning District Map:

CITY OF OAK PARK, MICHIGAN

AN ORDINANCE TO AMEND APPENDIX A-ZONING, ARTICLE III, AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 32 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

- SECTION 1. The Code of Ordinances of the City of Oak Park is hereby amended by changing the use district of the following described parcel of land in Section 32 and currently zoned R-1, One-Family Dwelling District, according to the City's Official Zoning District Map, Appendix-A Zoning, Article III, to LI, Light Industrial District:

Part of the North 1/2 of Section 32, T. 1 N., R. 11 E., City of Oak Park, Oakland County, Michigan, being described as: Beginning at a point distant S. 02° 37' 40" E., 80.00 feet from the NE. Corner of Lot 422, "Ridgewood Estates Subdivision" as recorded in Liber 61 of plats, Pages 18 and 18C of the Oakland County records; thence N. 02° 37' 40" W., 260.00 feet; thence N. 87° 22' 00" E., 125.00 feet; thence S. 02° 37' 40" E., 260.00 feet; thence S. 87° 22' 00" W., 125.00 feet to the point of beginning. Containing 32,500 square feet or 0.746 acres.

Part of Property ID # 52-25-32-176-025.

- SECTION 2. It is hereby ordered that the Official Zoning District Map of the City of Oak Park, as herein amended, be incorporated with this ordinance and be considered a part hereof and be published in connection herewith.

- SECTION 3. It is further ordered that from and after the effective date of this ordinance, the above described parcel of land shall be in the LI, Light Industrial District, and be subject to the regulations pertaining to such a district.

- SECTION 4. Conflicting Provisions Repealed

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

- SECTION 5. Severability

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

SECTION 6. Effective Date

This ordinance shall be effective thirty (30) days from the date of adoption and shall be published as required by the Charter of the City of Oak Park.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

**CM-07-310-17 (AGENDA ITEM #15A) RESOLUTION AUTHORIZING THE
EXECUTION OF THE CAREHERE/OAK PARK EMPLOYER
SERVICES AGREEMENT - APPROVED**

Motion by Speech, seconded by Burns, CARRIED, to adopt the following resolution authorizing the execution of the CareHere/Oak Park Employer Services Agreement:

**RESOLUTION TO APPROVE
EMPLOYER AGREEMENT WITH CAREHERE MANAGEMENT, PLLC**

WHEREAS, the City of Oak Park is "self-insured" for the purpose of providing and managing prescription drug, hospitalization, physician services, medical supplies, and other medical plan benefits to its employees, the cost of which continues to rise; and

WHEREAS, the City is required by the Michigan Workers' Disability Compensation Act to cover the cost of medical treatment and rehabilitation of a worker who is injured on the job or becomes ill due to their job by which the City may direct the injured worker to a treating physician or medical facility of the City's choice for the first 10 days following the injury or illness; and

WHEREAS, the City contracts for occupational health exams, the main purpose of which is to assess the suitability of a worker to carry out certain jobs by virtue of pre-employment or periodic health examinations, and return to work examinations which are carried out either on the basis of regulations or as a part of good occupational health practice; and

WHEREAS, Employer-sponsored workplace wellness programs and employee assistance programs have the potential to reduce health risks and cut health care spending; and

WHEREAS, CareHere Management, PLLC (CareHere) is a medical services management company that contracts with employers to arrange for onsite physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of the City and/or retirees and/or their dependents; and

WHEREAS, The City desires to contract with CareHere Mangement, PLLC to provide for the onsite physicians and other professionals to provide medical services at a mutually agreed upon location for an on-site Health and Wellness Center to be shared with one or more other municipal Employers.

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 Employer Agreement with CareHere Management, PLLC contingent upon the approval of an Inter-local Agreement with municipal Employers participating in the jointly operated on-site Health and Wellness Center, and subject to negotiation of terms consistent with CareHere's Employer Agreements with those participating municipalities, which shall substantially be in the form attached to this Resolution.

2. Authorize negotiation and approval of an Inter-Local Agreement with municipal Employers participating in the jointly operated on-site Health & Wellness Center with fees and expenses consistent with the form Inter-Local Agreement attached to this Resolution.

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

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

MOTION DECLARED ADOPTED

(AGENDA ITEM #15B) Water Rate Study discussion scheduled for July 17, 2017. City Manager Tungate announced that there would be an explanation of charges related to water at the next city council meeting on July 17, 2017.

(AGENDA ITEM #15C) 2017 Summer Tax Bill discussion scheduled for July 17, 2017. City Manager Tungate announced that there would be a review of the Summer Tax Bill at the next city council meeting on July 17, 2017.

Public Works, Public Safety

CM-07-311-17 (AGENDA ITEM #15D) REQUEST TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE OAKLAND COUNTY BID FOR THE PURCHASE OF ONE MARKED POLICE VEHICLE IN THE AMOUNT OF \$38,696.00 - APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the Oakland County bid for the purchase of one marked police vehicle in the amount of \$38,696.00.

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

MOTION DECLARED ADOPTED

CM-07-312-17 (AGENDA ITEM #15E) REQUEST TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE OAKLAND COUNTY AND MACOMB COUNTY CONTRACT BIDS FOR THE PURCHASE OF TWO (2) UNMARKED POLICE VEHICLES FOR THE TOTAL AMOUNT OF \$55,763.00 - APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the Oakland County and Macomb County Contract bids for the purchase of two (2) unmarked police vehicles for the total amount of \$55,763.00.

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

MOTION DECLARED ADOPTED

Economic Development and Communications

(AGENDA ITEM #15F) Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities (RRC) Program

Community and Economic Development Director Marrone introduced Christopher Germain from the Michigan Economic Development Corporation who presented information about the Redevelopment Ready Communities Program.

CALL TO THE AUDIENCE:

Valentino Gino, 23071 Sherman, had questions regarding the Sherman pop-up park.

Tom Shay, 23260 Norwood, congratulated everyone on the success of the parade and expressed concerns about dead trees near CASA. He also had questions about liquor licenses in Oak Park and his water bill.

CALL TO THE COUNCIL:

Mayor McClellan reviewed the festivities associated with the Independence Day Parade and acknowledged Recreation Director Laurie Stasiak for a well-planned event.

Mayor Pro Tem Burns thanked those who came out to the meeting and who watched the parade. She also noted special swimming times for men and women at the swimming pool and outlined upcoming recreation events.

Council Member Radner acknowledged his mother who was in the audience as well as his niece and nephew who are visiting from Israel.

Council Member Speech welcomed everyone and congratulated those involved in planning the Independence Day parade. She reminded everyone that upcoming city events can be found in the latest edition of the city magazine. She also acknowledged that our new police dog "Officer Mace" will be here soon.

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 8:30 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK PLANNING COMMISSION
MONDAY, JUNE 12, 2017
MINUTES**

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

PRESENT: Vice Chairperson Brown
Commissioner Burns
Commissioner Eizelman
Commissioner Tkatch
Commissioner Walters-Gill

ABSENT: Chairperson Torgow
Commissioner McClellan
Commissioner Seligson
Commissioner Tungate

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

3. APPROVAL OF AGENDA OF JUNE 12, 2017 - APPROVED

4. APPROVAL OF MINUTES OF MAY 8, 2017 - APPROVED

MOTION by Eizelman, **SECONDED** by Walters-Gill, to approve the minutes of May 8, 2017 with no corrections.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE: None

6. PUBLIC HEARING:

- A. Public Hearing to consider a proposed rezoning of a 0.746 acre portion of the southeast corner of Lessenger Park, from R-1, One-Family Dwelling District to LI, Light Industrial District.**

Vice Chairperson Brown referenced City Planner Rulkowski's report, dated June 7, 2017:

As was discussed during the Master Plan process, a small section of Lessenger Park was proposed to be split off and combined with the Michigan Dessert Corporation property at 10750 Capital Avenue. Michigan Dessert is proposing an expansion and needs the additional underutilized park land. The City Council recently authorized the sale of this property to Michigan Dessert.

A Public Hearing was scheduled for the June meeting to hear public comments on the proposed rezoning of a 0.746 acre portion of the southeast corner of Lessenger Park (see attached map), from R-1, One-Family Dwelling District to LI, Light Industrial District.

The following considerations were noted during the review of this rezoning request:

- 1. The proposed rezoning is for a 0.746 acre portion of the southeast corner of Lessenger Park.*
- 2. Lessenger Park has limited recreation facilities which include a play structure and a minimally maintained neighborhood baseball field. No organized baseball is played at the baseball field.*
- 3. A stated goal of the sale of the Lessenger Park property is to provide funds for greater recreational opportunities in that area.*
- 4. The Zoning Ordinance, Section 900, states the intent of the LI, Light Industrial District is to "provide sites for manufacturing plants, warehousing, research laboratories and similar uses. Development is limited to uses that can be carried out in an unobtrusive manner, and maintain a compatibility with surrounding residential or commercial areas."*
- 5. The sale of the property under consideration for rezoning would allow for a proposed expansion of the adjacent Michigan Dessert Corporation property at 10750 Capital Avenue.*
- 6. The proposed expansion of the Michigan Dessert Corporation facility would be consistent with the intent of the LI, Light Industrial District.*
- 7. The Future Land Use Plan of the City's recently adopted Master Plan identifies this area as future Light Industrial.*
- 8. The Priority Development Sites section of the City's recently adopted Master Plan states that many of the buildings in the Southeast Industrial District are in need of revitalization. The proposed rezoning of the subject site will help facilitate the revitalization of one of these buildings in the Southeast Industrial District.*
- 9. The adjacent parcels to the north and west of the subject property are zoned R-1, One Family Dwelling District. The adjacent parcels to the south and east of the subject property are zoned LI, Light Industrial District.*
- 10. The open area in Lessenger Park, surrounding the subject property, will provide a large setback to the single family homes to the north.*
- 11. The proposed zoning change should have no significant impact to the traffic conditions in the area.*
- 12. The proposed zoning change will be consistent and compatible with existing land uses in the area.*

The proposed zoning district change is appropriate for this location and is consistent and compatible with existing land uses in the area. The Future Land Use Plan of the City's recently adopted Master Plan identifies this area as future Light Industrial.

Based on the above considerations, the Planning Division recommends rezoning the 0.746 acre portion of the southeast corner of Lessenger Park, from R-1, One-Family Dwelling District to LI, Light Industrial District. The proposed property to be rezoned described as:

Part of the North 1/2 of Section 32, T. 1 N., R. 11 E., City of Oak Park, Oakland County, Michigan, being described as: Beginning at a point distant S. 02° 37' 40" E., 80.00 feet from the NE. Corner of Lot 422, "Ridgewood Estates Subdivision" as recorded in Liber 61 of plats, Pages 18 and 18C of the Oakland County records; thence N. 02° 37' 40" W., 260.00 feet; thence N. 87° 22' 00" E., 125.00 feet; thence S. 02° 37' 40" E., 260.00 feet; thence S. 87° 22' 00" W., 125.00 feet to the point of beginning. Containing 32,500 square feet or 0.746 acres. Property ID # 52-25-32-176-025.

Vice Chairperson Brown opened the Public Hearing at 7:12 p.m.

There were no members of the public present.

Vice Chairperson Brown closed the Public Hearing at 7:12 p.m.

- B. Planning Commission action regarding the a proposed rezoning of a 0.746 acre portion of the southeast corner of Lessenger Park, from R-1, One-Family Dwelling District to LI, Light Industrial District.**

Richard Elias and Stewart Finehair of Michigan Dessert Company presented their plan for the property once the rezoning is approved. More space was needed for the company's expansion and this space of Lessenger Park will be built upon and connected with their existing building.

Community and Economic Development Director Kim Marrone explained that the park currently is not in the best shape and is not utilized. Fund from the sale of this portion of the park will go towards revitalizing the park.

Vice Chairperson Brown inquired why the park was not being taken care of as it should and Director Marrone explained that there has been some turnover in the Recreation Department, but that she will return with an answer as to why.

MOTION by Burns, SECONDED by Walters-Gill, based on the information presented in the Lessenger Park Rezoning Report, and additional findings of fact discussed during the public hearing, to approve the proposed rezoning.

VOTE: Yes: Brown, Burns, Eizelman, Tkatch, Walters-Gill
 No: None

MOTION CARRIED

7. CONSENT AGENDA: No Items Eligible This Month

8. MATTERS FOR CONSIDERATION

- A. OLD BUSINESS – None**
B. NEW BUSINESS – None

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

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

11. ADJOURNMENT

There being no further business, Vice Chairperson Brown adjourned the meeting at 7:15 p.m.

Lisa Vecchio, Deputy City Clerk



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

May 24, 2017

4:30 PM

MINUTES

Chairperson Tungate called the meeting to order at 4:40 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, Finance Director Crawford, Deputy
Finance Director Grondin, Human Resource Director
Brooks

PUBLIC SAFETY RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee Tungate, Trustee McClellan, Trustee Tetler

TRUSTEES ABSENT: Trustee Rich, Trustee Batora

ALSO PRESENT: City Clerk Norris, Finance Director Crawford, Deputy
Finance Director Grondin, Human Resource Director
Brooks

(Agenda Item #3) Agenda Approval

There were no objections to proceeding with the agenda as presented.

(Agenda Item #4A) Actuarial Services Interview – The Benefit Advantage, Inc.

Representatives from The Benefit Advantage, 3497 Auburn Rd., Auburn Hills, MI 48326
presented information regarding their company.

(Agenda Item #4B) Actuarial Services Interview – Watkins Ross

Representatives from Watkins Ross, 200 Ottawa Ave. N.W., Suite 600, Grand Rapids, MI 49503 presented information regarding their company.

Trustees discussed the presentations and recommended that Finance Director Crawford and staff provide a recommendation to the boards for consideration at the next meeting.

It was suggested that trustees not in attendance receive a recording of the presentations. The next meeting was tentatively set for June 26, 2017.

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 BEAUTIFICATION ADVISORY COMMISSION
MAY 16, 2017
MINUTES**

Meeting was called to order at 7:05 p.m. in the City of Oak Park Community Center, 14300 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Lonnie Tabb-Upshaw.

PRESENT: Chairperson Lonnie Tabb-Upshaw, Vice Chairperson Danielle Fracassa, Commissioners – Brenda Moseley, Deborah Williamson, Idella Bailey, Karen Davis-Harris, Michella Perry, Santhia Guinn, Non-voting Representative Kevin Yee

ABSENT: Commissioners – Angela Mitchell, Carrie Dodds, Joyce Schulman, Judy Simmons, Larry Wilson, Mattie Boykin, Reatha Richmond, Non-voting Representative Councilmember Kiesha Speech

GUEST: None

APPROVAL OF MINUTES; APRIL 18, 2017

MOTION by Fracassa, SECONDED by Bailey, to approve the Beautification Advisory Commission meeting minutes of April 18, 2017 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

CITY COUNCIL/CITY LIAISON COMMUNICATION

City liaison communication highlights

- City budget approved by City Council 5/15/17
- I – 696 at Coolidge Bridge branding project

OPEN ISSUES

- **Flower Sale** – Items needed for the flower sale include price lists, cash box, carts and water hose for flowers. The chairperson and vice chairperson will collect the cash.
- **Badges** – Badges have been ordered for new members but corrections need to be made. Badges with corrections will be available to the members prior to the flower sale.
- **Tee shirts** – Per Assistant City Manager Kevin Yee the tee shirts will not be ready for the flower sale, the city plans to have tee shirts available to the commissions for

OPEN ISSUES (cont'd)

Tee shirts (cont'd.) –

the Fourth of July. The commission decided to coordinate and wear white tee shirts and dark colored bottoms for the flower sale.

- **Grosse Ile Transportation** – Assistant City Manager Kevin Yee mentioned to the commissioners that a count of attendees need to be provided to coordinate with the Recreation department for availability of a driver and bus for transportation for the BCSEM spring quarterly meeting. Chairperson Tabb-Upshaw stated that she should have the requested information available by the following week.
- **Resolution for Reatha** – Assistant City Manager Kevin Yee stated that the city is sorting through archived minutes to gather more accurate information for the resolution.
- **Attendance/Time Arrival** – Chairperson Tabb-Upshaw stressed the importance of attendance and time arrival for meetings. Members were urged to send out an email to the chairperson and staff liaisons if they were going to be absent for a meeting.

COMMENTS

- Members made a suggestion to acknowledge birthdays of members at meetings.
- Members expressed interest in a competition amongst themselves in regards to the beautification of their homes, since they are not able to receive a beautification award.
- Members stated that they would create a save the date for the annual perennial exchange for the Spring of 2018

Meeting adjourned at 7:55 pm, Next meeting June 20, 2017



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 17, 2016

AGENDA #

SUBJECT: Payment Application no. 5 (FINAL) for the 2015 Water Main Replacement Project, M-609.

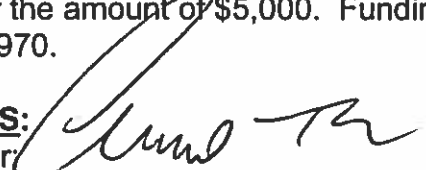
DEPARTMENT: Technical & Planning/DPW – Engineering GWS

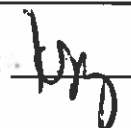
SUMMARY: Attached is Payment Application no. 5 for the 2015 Water Main Replacement Project, M-609. This project replaced the water main on Manistee Ave. and Burton Ave as shown on the attached map. To date, this project is now 100% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$461,034.00
	Change Order no. 1:	\$ 43,490.00
	Change Order no. 2:	(\$ 27,490.00)
	Change Order no. 3:	\$ 10,132.50
	Current Contract Amount:	\$487,216.46
	Total Completed to Date:	\$ 487,216.46
	Less Retainage:	\$ 0.00
	Net Earned:	\$ 487,216.46
	Deductions:	\$ 0.00
	Balance:	\$ 487,216.46
	Payments to Date:	\$ 482,216.46
	Amount Due Macomb Pipeline and Utility Co.:	\$ 5,000.00

RECOMMENDED ACTION: It is recommended that Payment Application no. 5 (FINAL) to Macomb Pipeline and Utility Co. for the 2015 Water Main Replacement Project, M-609 be approved for the amount of \$5,000. Funding is available in the Water and Sewer Fund-no. 592-18-538-970.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: _____

EXHIBITS: Payment Application No. 5 (FINAL), map

PAYMENT APPLICATION

PROJECT: 2015 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Macomb Pipeline and Utility Co.
 44444 Mound Rd. Ste. 640
 Sterling Heights, MI 48314
 (586) 726-7552

JOB NUMBER: M-609
APPLICATION NO.: 5(FINAL)
PERIOD ENDING: 7/7/17
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	\$16,100.00	0.00	0.00	1.00	16,100.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,635.00	0.00	0.00	1.00	5,635.00
3	Pavement Removal, Modified SP	2,056	SYD	\$14.00	0.00	0.00	2,149.03	30,086.42
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	12	EACH	\$50.00	0.00	0.00	14.00	700.00
5	Project Cleanup	1	LSUM	\$6,440.00	0.00	0.00	1.00	6,440.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	70	SYD	\$14.00	0.00	0.00	56.76	794.64
7	Drainage Structure Cover	1,900	LBS	\$1.50	0.00	0.00	2,280.00	3,420.00
8	Adjusting Drainage Structure Cover Case 1 Modified SP	3	EACH	\$300.00	0.00	0.00	0.00	0.00
9	Underdrain Subgrade, Open Graded 6", Modified SP	50	LFT	\$18.00	0.00	0.00	13.00	234.00
10	Conc. Pavement, With Integral Curb Non-Reinf. 7 inch., Modified SP	70	SYD	\$38.00	0.00	0.00	56.76	2,156.88
11	Sidewalk Conc.- NonReinf. Modified SP 6" Concrete Sidewalk	7,400	SFT	\$4.00	0.00	0.00	8,525.69	34,102.76
12	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete Driveway	10,500	SFT	\$3.50	0.00	0.00	10,909.71	38,183.98
13	Class A Sodding, Modified SP	2,410	SYD	\$6.00	0.00	0.00	3,002.18	18,013.08
14	Water Main D.I. CL 54 8 Inch Trench Detail "B" Modified	2,400	LFT	\$85.00	0.00	0.00	2,569.50	218,407.50
15	Water Main Connection "A" @ Mainstee Ave. / 1696 Serv. Dr.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
16	Water Main Connection "B" @ Mainstee Ave. / Dartmouth Ave.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
17	Water Main Connection "C" @ Burton Ave. / Dartmouth Ave.	1	LSUM	\$3,500.00	0.00	0.00	1.00	3,500.00
18	Install Fire Hydrant. EJIW 5BR-250	6	EACH	\$3,300.00	0.00	0.00	6.00	19,800.00
19	Install 8" Gate Valve and Well	6	EACH	\$3,300.00	0.00	0.00	6.00	19,800.00
20	Remove & Replace Short Side Service Curb Box 1 inch to 2 inch	39	EACH	\$250.00	0.00	0.00	40.00	10,000.00
21	Service Transfers	66	EACH	\$450.00	0.00	0.00	70.00	31,500.00
22	1" to 2" Diameter Type K Copper	200	LFT	\$45.00	0.00	0.00	145.50	6,547.50
23	Remove Existing Fire Hydrant	4	EACH	\$200.00	0.00	0.00	4.00	800.00
24	Remove Existing Gate Valve and Well	4	EACH	\$400.00	0.00	0.00	4.00	1,600.00
25	Crossing Existing Watermains, Sewer, and Sewer Leads	5	EACH	\$200.00	0.00	0.00	0.00	0.00
26	Cast in Place Detectable, Tactile Warning Surfaces	32	SFT	\$25.00	0.00	0.00	40.00	1,000.00
27	Abandon Existing Water Main - Mainstee/Burton	1	LSUM	\$2,000.00	0.00	0.00	0.00	0.00
28	Maintenance Gravel, Modified SP	250	TON	\$22.00	0.00	0.00	151.35	3,329.70
29	Salvage Sign, Modified SP	5	EACH	\$25.00	0.00	0.00	2.00	50.00
30	Service transfers (out of scope)	0	EACH	\$232.00	0.00	0.00	7.00	1,624.00
31	Remove & Replace Short Side Service Curb Box (out of scope)	0	EACH	\$73.00	0.00	0.00	2.00	146.00
32	Additional 8" fittings	0	EACH	\$600.00	0.00	0.00	7.00	4,200.00
33	Additional irrigation systems costs	0	LSUM	\$2,045.00	0.00	0.00	1.00	2,045.00

\$0.00

\$487,216.46

PROJECT:

2015 Water Main Replacement Project

JOB NUMBER:

M-809

OWNER:

City of Oak Park, Michigan

APPLICATION NO.:

5(FINAL)

CONTRACTOR:Macomb Pipeline and Utility Co.
44444 Mound Rd. Ste. 640
Sterling Heights, MI 48314**PERIOD ENDING:**

7/7/17

PAGE:

2 OF 2

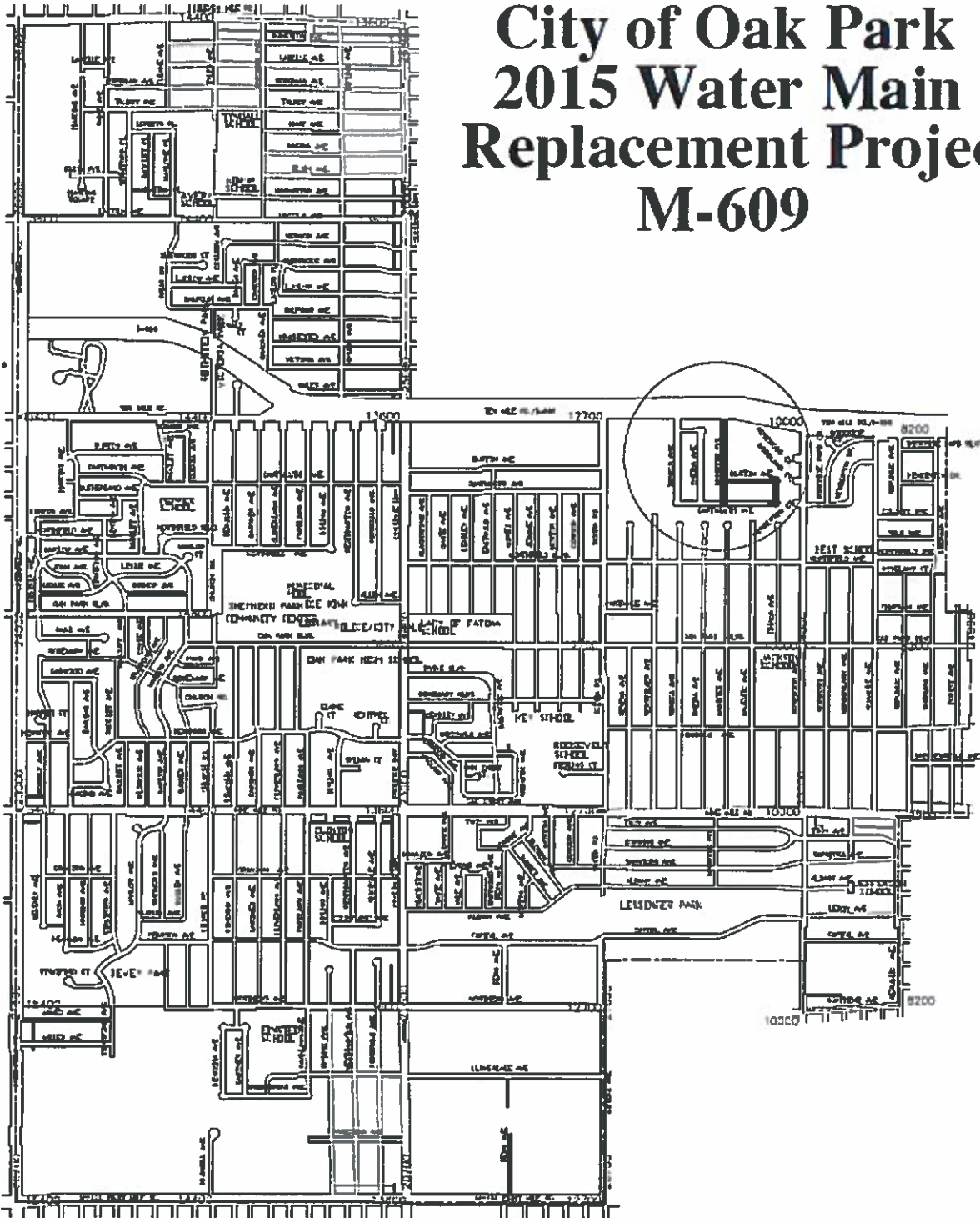
Original Contract Amount:	\$461,034.00
Change Order #1:	\$43,490.00
Change Order #2:	(\$27,440.04)
Change Order #3:	\$10,132.50
Contract Amount:	\$487,216.46

Earnings This Period:	\$0.00
Total Earnings to Date:	\$487,216.46
Less Retainage:	\$0.00
Net Earned:	\$487,216.46
Deductions:	\$0.00
Balance:	\$487,216.46
Payments to Date:	\$482,216.46
Amount Due:	\$5,000.00

Accepted By:


Macomb Pipeline & Utility CompanyDate: 7-11-17
Gerrah Surles, Assistant City Engineer
City of Oak Park, MichiganDate: 7/11/2017

City of Oak Park 2015 Water Main Replacement Project M-609





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 17, 2017

AGENDA #

SUBJECT: Proposed Change Order no. 1 and Payment Application no. 2 for the 2016-2017 Miscellaneous Concrete Project, M-644.

DEPARTMENT: DPW/Technical & Planning – Engineering GWS

SUMMARY: Attached are Proposed Change Order no. 1 and Payment Application no. 2 for the 2016-2017 Miscellaneous Concrete Project, M-644. The proposed Change Order is a reduction due to final, as-constructed measurements. The project is now approximately 99% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$ 276,453.00
	Proposed Change Order no. 1:	<u>(\$27,351.87)</u>
	New Contract Amount:	\$ 249,101.13
	Total Completed to Date:	\$ 249,101.13
	Less Retainage:	\$ 1,000.00
	Net Earned:	\$ 248,101.13
	Deductions:	\$ 0.00
	Balance:	\$ 248,101.13
	Payments to Date:	<u>\$ 116,521.94</u>
	Amount Due Rotondo Construction Corp.:	\$ 131,579.19

RECOMMENDED ACTION: It is recommended that Change Order no. 1 for the 2016-2017 Miscellaneous Concrete Project, M-644 to Rotondo Construction Corp. be approved for the amount of (\$27,351.87). It is further recommended that Payment Application no. 2 for the same be approved for \$131,579.19. Funding is available in the Water & Sewer Fund and Local Street Fund for this project. We will also be reimbursed \$14,140.73 for work performed in the City of Pleasant Ridge.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Proposed Change Order no. 1 and Payment Application no. 2

PAYMENT APPLICATION

PROJECT: 2016-2017 MISCELLANEOUS CONCRETE PROJECT (SPRING)

JOB NUMBER: M-644

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 2

CONTRACTOR: ROTONDO CONSTRUCTION
20771 RANDALL STREET
FARMINGTON HILLS, MI 48336

PERIOD ENDING: 5/30/2017

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT	4,150	SYD	\$10.80	1,591.72	\$17,190.58	4,242.56	\$45,819.65
2	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC.	1,970	SYD	\$45.00	1,077.18	\$48,473.10	1,479.99	\$66,599.55
3	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	3,100	SFT	\$3.95	1,429.04	\$5,644.71	5,090.07	\$20,105.78
4	SIDEWALK CONC. NON-REINF 4" SIDEWALK	15,370	SFT	\$3.30	2,331.20	\$7,692.96	19,087.97	\$62,990.30
5	CONC. PVMT 24" CURB & GUTTER SECTION NON REINF 9" CONC.	55	LFT	\$29.00	237.00	\$6,873.00	248.10	\$7,194.90
6	ADJUSTING DRAINAGE STRUCTURES	5	EA	\$250.00	2.00	\$500.00	4.00	\$1,000.00
7	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	40	SFT	\$19.00	28.00	\$532.00	106.00	\$2,014.00
8	AGGREGATE BASE UNDER 9" CONC. (6" 21AA CR LIMESTONE)	1,970	SYD	\$25.00	0.00	\$0.00	0.00	\$0.00
9	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (3" 21AA CR LIMESTONE)	510	SYD	\$25.00	1,129.85	\$28,246.25	1,487.91	\$37,197.75
10	DRAINAGE STRUCTURE COVER	760	LBS	\$1.20	0.00	\$0.00	166.00	\$199.20
11	MINOR TRAFFIC DEVICES	1	LSUM	\$3,000.00	0.50	\$1,500.00	1.00	\$3,000.00
12	PROJECT CLEAN UP	1	LSUM	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00
13	INSPECTION CREW DAYS	25	DAY	\$320.00	1.50	\$480.00	1.50	\$480.00

Period Total Amount: \$119,632.60 Amount to Date: \$249,101.13

Original Contract Amount:

\$276,453.00

Earnings This Period: \$119,632.60

Total Earnings to Date: \$249,101.13

Less Retainage: \$1,000.00

Net Earned: \$248,101.13

Deductions: \$0.00

Balance: \$248,101.13

Payments to Date: \$116,521.94

AMOUNT DUE ROTONDO CONSTRUCTION CORP.: \$131,579.19

Accepted By: J. Rotondo
Rotondo Construction

Date: 06/23/2017

Approved By: Gerrajh Surles
Gerrajh Surles, Assistant City Engineer
City of Oak Park, Michigan

Date: 7/3/2017

CHANGE ORDER

PROJECT: 2016-2017 Miscellaneous Concrete Project

OWNER: City of Oak Park, Michigan

CONTRACTOR: Rotondo Construction
20771 Randall Street
Farmington Hills, MI 48336

JOB NUMBER: M-644

CHANGE ORDER NO.: 1

PAGE: 1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
This change order reflects work completed or anticipated. Further documentation supporting these changes is on file with the City Engineer.

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
1	REMOVE CONCRETE PAVEMENT	4,150	SYD	\$ 10.80	92.56	4,242.56	\$ 999.65
3	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	3,100	5FT	\$ 3.95	1,990.07	5,090.07	\$ 7,860.78
4	SIDEWALK CONC. NON-REINF 4" SIDEWALK	15,370	5FT	\$ 3.30	3,717.97	19,087.97	\$ 12,269.30
5	CONC. PVMT 24" CURB & GUTTER SECTION NON REINF 9" CONC.	55	LFT	\$ 29.00	193.10	248.10	\$ 5,599.90
7	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	40	5FT	\$ 19.00	66.00	106.00	\$ 1,254.00
9	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (3" 21AA CR LIMESTONE)	510	SYD	\$ 25.00	977.91	1,487.91	\$ 24,447.75
TOTALS							\$ 52,431.38

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	TOTAL Amount
2	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC.	1,970	SYD	\$ 45.00	-490.01	1,479.99	\$ (22,050.45)
6	ADJUSTING DRAINAGE STRUCTURES	5	EA	\$ 250.00	-1.00	4.00	\$ (250.00)
8	AGGREGATE BASE UNDER 9" CONC. (6" 21AA CR LIMESTONE)	1,970	SYD	\$ 25.00	-1,970.00	0.00	\$ (49,250.00)
10	DRAINAGE STRUCTURE COVER	760	LBS	\$ 1.20	-594.00	166.00	\$ (712.80)
13	INSPECTION CREW DAYS	25	DAY	\$ 320.00	-23.50	1.50	\$ (7,520.00)
TOTALS							\$ (79,783.25)

SUMMARY

Total Increase	\$	52,431.38
Total Decrease	\$	(79,783.25)
Total for Change Order No. 1:	\$	(27,351.87)
Contract Amount	\$	276,453.00
Change Order No. 1:	\$	(27,351.87)
New Contract Amount:	\$	249,101.13

Joseph Rotondo
Rotondo Construction

06/23/2017
Date

Gerrah Surles
Gerrah Surles - City of Oak Park

7/3/2017
Date



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 17, 2017

AGENDA #

SUBJECT: Payment Application no. 2 for the 2017 Water Main Replacement Project, M-649.

DEPARTMENT: Technical & Planning – Engineering GWS

SUMMARY: Attached is Payment Application no. 2 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 45% complete.

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

Total Completed to Date:	\$ 346,905.45
Less Retainage:	\$ 34,690.54
Net Earned:	\$ 312,214.91
Deductions:	\$ 0.00
Balance:	\$ 312,214.91
Payments to Date:	\$ 166,171.28
Amount Due Aielli Construction Co., Inc.:	\$ 146,043.63

RECOMMENDED ACTION: It is recommended that Payment Application no. 2 for the 2017 Water Main Replacement Project, M-649, to Aielli Construction Co., Inc. be approved for the amount of \$146,043.63. There is \$800,000 budgeted in the Water & Sewer Fund for this project.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Payment Application no. 2 and Map of project areas

PAYMENT APPLICATION

PROJECT:
OWNER:
CONTRACTOR:

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

JOB NUMBER:
APPLICATION NO.:
PERIOD ENDING:
PAGE:

M-649
2
6/2/17
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	0.00	\$0.00	0.00	\$0.00
3	Pavement Removal, Modified SP	3,205	SYD	\$7.50	509.45	\$3,820.88	1,606.91	\$12,051.83
4	Water Main 8" Ductile Iron, Class 54, Trench Detail B, Modified SP	3,745	LFT	\$70.00	1,011.00	\$70,770.00	2,825.34	\$197,773.80
5	Install Fire Hydrant, EJIW 5BR-250	12	EACH	\$3,600.00	1.00	\$3,600.00	7.00	\$25,200.00
6	Kipling Water Main Connection "A" @ Kipling Ave./Kenwood Ave. Intersection	1	LSUM	\$9,500.00	0.00	\$0.00	0.00	\$0.00
7	Kipling Water Main Connection "B" @ Kipling Ave./Nine Mile Rd. Intersection	1	LSUM	\$6,100.00	0.00	\$0.00	0.00	\$0.00
8	Harding Water Main Connection "A" @ Harding Ave./Nine Mile Rd. Intersection	1	LSUM	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00
9	Harding Water Main Connection "B" @ Harding Ave./Pearson Intersection	1	LSUM	\$6,250.00	1.00	\$6,250.00	1.00	\$6,250.00
10	Install 8" Gate Valve and Well	10	EACH	\$3,400.00	3.00	\$10,200.00	6.00	\$20,400.00
11	Remove/Replace Short Side Service Curb Stop Box 3/4" to 1"	41	EACH	\$215.00	28.00	\$6,020.00	28.00	\$6,020.00
12	Remove/Replace Short Side Service Curb Stop Box 1.5" to 2"	10	EACH	\$290.00	0.00	\$0.00	0.00	\$0.00
13	Service Transfer (long and short side) 3/4" to 1"	108	EACH	\$700.00	56.00	\$39,200.00	56.00	\$39,200.00
14	Service Transfer (long and short side) 1.5" to 2"	10	EACH	\$1,250.00	0.00	\$0.00	0.00	\$0.00
15	3/4" to 1" Type K Copper	425	LFT	\$10.50	162.84	\$1,709.82	162.84	\$1,709.82
16	1.5" to 2" Type K Copper	50	LFT	\$20.00	0.00	\$0.00	0.00	\$0.00
17	Remove Existing Fire Hydrant	8	EACH	\$350.00	0.00	\$0.00	0.00	\$0.00
18	Remove Existing Gate Valve and Well	6	EACH	\$400.00	1.00	\$400.00	1.00	\$400.00
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-Reinfr. 8", Modified SP	185	SYD	\$66.00	0.00	\$0.00	0.00	\$0.00
21	Sidewalk Conc. Non-Reinforced 6" Conc. Sidewalk/Drive Approach, Modified SP	9,850	SFT	\$4.90	0.00	\$0.00	0.00	\$0.00
22	Sidewalk Conc. Non-Reinforced 4" Conc. Sidewalk/Driveway, Modified SP	17,300	SFT	\$3.75	0.00	\$0.00	0.00	\$0.00
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	1.00	\$50.00	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	1.00	\$250.00	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	50.00	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	16.00	\$0.00	27.00	\$0.00
6	Labelle Water Main Connection "A" @ Labelle Ave./Coolidge Hwy. Intersection	1	LSUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
7	Labelle Water Main Connection "B" @ Labelle Ave./Labelle ave. west of Kipling	1	LSUM	\$2,500.00	0.00	\$0.00	0.00	\$0.00

\$162,270.70

\$346,905.45

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.: 2
PERIOD ENDING: 6/2/17
PAGE: 2 of 2

Original Contract Amount: \$766,998.00

Earnings This Period: \$162,270.70
Total Earnings to Date: \$346,905.45
Less Retainage: \$34,690.54
Net Earned: \$312,214.91
Deductions: \$0.00
Balance: \$312,214.91
Payments to Date: \$166,171.28

Amount Due: \$146,043.63

Accepted By:

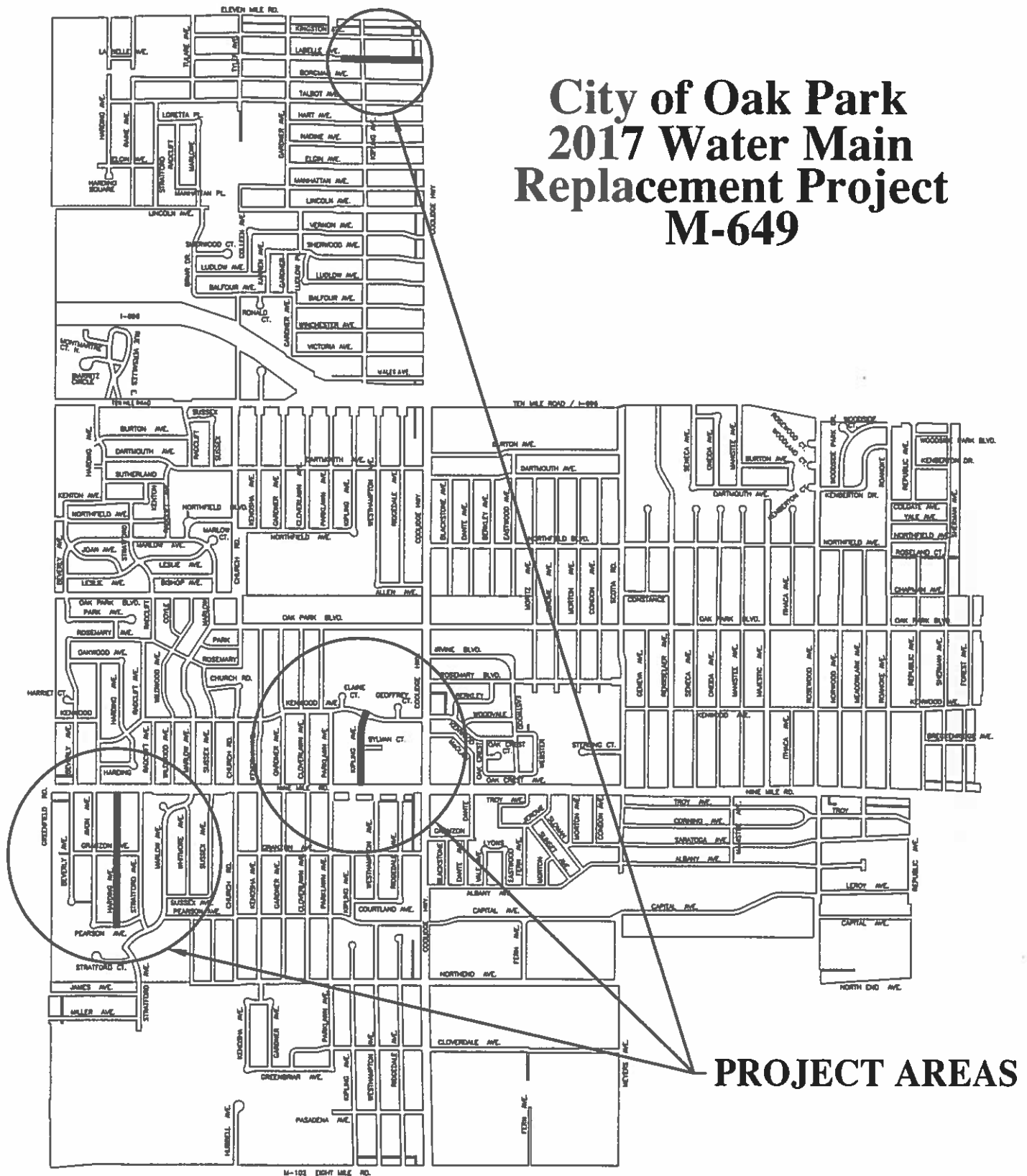

Aielli Construction Co. Inc.

Date: 7-10-2017


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

Date: 7/10/2017

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





5H

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**AGENDA OF:** July 17, 2017**AGENDA #**

SUBJECT: Payment Application no. 3 for the 2017 Granzon Avenue Reconstruction Project, M-650.

DEPARTMENT: Technical & Planning/DPW – Engineering GWS

SUMMARY: Attached is Payment Application no. 3 for the 2017 Granzon Avenue Reconstruction Project, M-650. This project will replace storm sewers and roadway pavement as shown on the attached map. This project is approximately 94% complete.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$971,425.00
	Total Completed to Date:	\$910,175.31
	Less Retainage:	\$ 48,571.25
	Net Earned:	\$861,604.06
	Deductions:	\$ 0.00
	Balance:	\$861,604.06
	Payments to Date:	<u>\$422,102.00</u>
	Amount Due Florence Cement Company:	\$439,502.06

RECOMMENDED ACTION: It is recommended that Payment Application no. 3 to Florence Cement Company of Shelby Township, MI for the 2017 Granzon Avenue Reconstruction Project, M-650, be approved for the total amount of \$439,502.06. Funding is available as follows: \$500,000 in the FY 2016-17 Local Street Budget, \$151,000 in the Water & Sewer Fund for sewer work on the project, and the balance is proposed in the FY 2017-18 Local Street Budget. This payment will be distributed accordingly.

APPROVALS:

City Manager: _____

Department Director: KG _____

Finance Director: _____

EXHIBITS: Payment Application no. 3, map of area

PAYMENT APPLICATION

PROJECT: Granzon Ave. Reconstruction Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Florence Cement Company
 12585 23 Mile Rd.
 Shelby Twp., MI 48315

JOB NUMBER: M-650
APPLICATION NO.: 3
PERIOD ENDING: 6/30/17
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	\$48,000.00	0.00	\$0.00	1.00	\$48,000.00
2	Pavement Removal, Modified SP	11,000	SYD	\$5.00	0.00	\$0.00	10,698.25	\$53,491.25
3	Drainage Structure, Removing, Modified SP	25	EACH	\$300.00	0.00	\$0.00	26.00	\$7,800.00
4	Sewer Remove under 24"	725	LFT	\$10.00	0.00	\$0.00	711.00	\$7,110.00
5	Subgrade Undercutting, (Modified)	500	CYD	\$46.00	0.00	\$0.00	542.78	\$24,967.88
6	Machine Grading, Modified SP	25.50	STA	\$3,100.00	0.00	\$0.00	25.49	\$79,019.00
7	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	30	EACH	\$100.00	0.00	\$0.00	28.00	\$2,800.00
8	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	9,500	SYD	\$9.00	0.00	\$0.00	9,143.59	\$82,292.31
9	Maintenance gravel, Modified SP	300	TON	\$18.00	0.00	\$0.00	219.50	\$3,951.00
10	Drainage Structure, 24 Inch (Inlet), Modified SP	13	EACH	\$1,100.00	0.00	\$0.00	13.00	\$14,300.00
11	Drainage Structure, 48 Inch Diameter, Modified SP	12	EACH	\$1,400.00	0.00	\$0.00	13.00	\$18,200.00
12	Drainage Structure Cover	3,800	LBS	\$2.00	9,500.00	\$19,000.00	9,500.00	\$19,000.00
13	Adjusting Drainage Structure Cover Case 1, Modified SP	15	EACH	\$400.00	8.00	\$3,200.00	8.00	\$3,200.00
14	Sewer Pipe 12" Class IV Reinf. Concrete Pipe	725	LFT	\$58.00	0.00	\$0.00	711.00	\$41,238.00
15	Underdrain Subgrade, Open Graded 6", Modified SP	5,500	LFT	\$9.00	0.00	\$0.00	4,972.00	\$44,748.00
16	Conc. Pavement, Non-Reinf 7" Conc., Modified SP	9,500	SYD	\$36.00	9,143.59	\$329,169.24	9,143.59	\$329,169.24
17	Sidewalk Conc.- NonReinf. 8" Conc. Sidewalk/Drive App., Modified SP	500	SFT	\$7.00	228.26	\$1,597.82	228.26	\$1,597.82
18	Sidewalk Conc.- NonReinf. 6" Conc. Sidewalk/Drive App. Modified SP	8,700	SFT	\$5.50	9,726.05	\$53,493.28	9,726.05	\$53,493.28
19	Sidewalk Conc.- NonReinf. 4" Concrete Sidewalk Modified SP	5,700	SFT	\$5.00	5,326.95	\$26,634.75	5,326.95	\$26,634.75
20	Cast In Place Detectable/ Tactile Warning Surface.	800	SFT	\$14.00	577.00	\$8,078.00	577.00	\$8,078.00
21	Class A Sodding, Modified SP	5,500	SYD	\$8.75	0.00	\$0.00	0.00	\$0.00
22	Minor Traffic Device, Modified SP	1	LSUM	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
23	Salvage Sign, Modified SP	20	EACH	\$115.00	0.00	\$0.00	16.00	\$1,840.00
24	Project Cleanup	1	LSUM	\$10,000.00	0.00	\$0.00	0.00	\$0.00
25	Inspection Crew Days, Modified SP	\$320	DAY	65.00	15.00	\$0.00	40.00	\$0.00
26	Sewer Trap, 12" and Under	0	EACH	\$460.00	0.00	\$0.00	13.00	\$5,980.00
27	8" CL54, Ductile Iron Water Main Pipe	0	LFT	\$95.00	0.00	\$0.00	74.00	\$7,030.00
28	Sewer Tap 12"	0	EACH	500.00	0.00	\$0.00	2.00	\$1,000.00
29	Discing Time and Materials	0	T/M	7,178.78	0.00	\$0.00	1.00	\$7,178.78
30	Model 2030-B AMCO Towalbe Disc	0	LSUM	\$8,056.00	0.00	\$0.00	1.00	\$8,056.00

Period Amount: \$441,173.09 Amount to Date: \$910,175.31

PROJECT: Granzon Ave. Reconstruction Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Florence Cement Company
12585 23 Mile Rd.
Shelby Twp., MI 48315

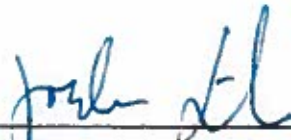
JOB NUMBER: M-650
APPLICATION NO.: 3
PERIOD ENDING: 6/30/17
PAGE: 2 of 2

Contract Amount: \$971,425.00

Earnings This Period: \$441,173.09
Total Earnings to Date: \$910,175.31
Less Retainage: \$48,571.25
Net Earned: \$861,604.06
Deductions: \$0.00
Balance: \$861,604.06
Payments to Date: \$422,102.00

Amount Due: \$439,502.06

Accepted By:

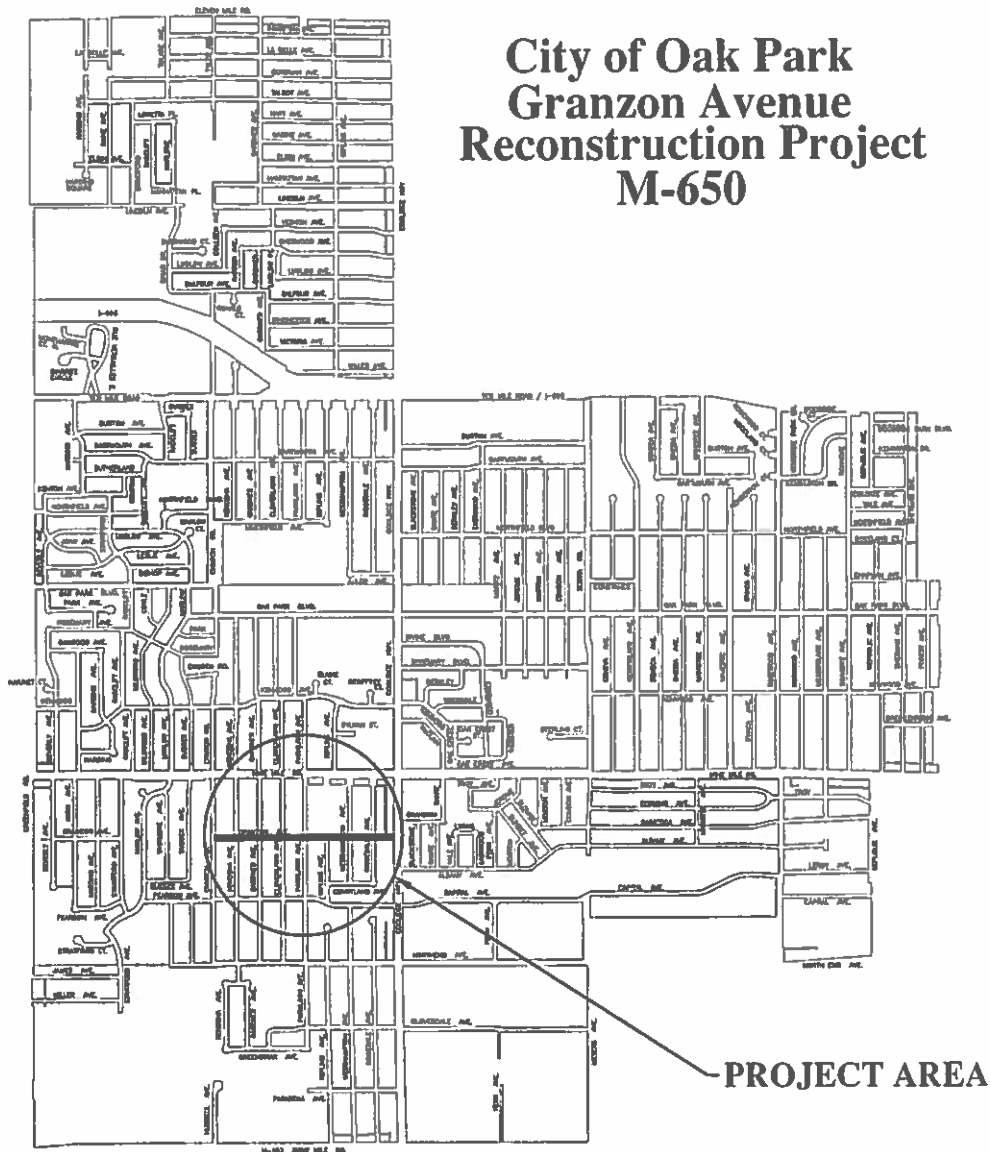

Florence Cement Company

Date: 7/7/17


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

Date: 7/7/2017

City of Oak Park Granzon Avenue Reconstruction Project M-650



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 17, 2017**AGENDA #**

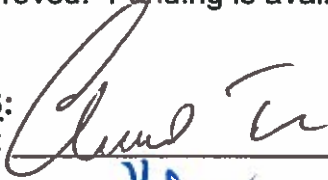
SUBJECT: Request authorization to bid the 2017 Sewer and Catch Basin Cleaning and Television Inspection Project, M-673.

DEPARTMENT: DPW/Technical & Planning – Engineering GWS

SUMMARY: Plans and specifications are complete for the 2017 Sewer and Catch Basin Cleaning and Television Inspection Project, M-673. This project will clean and televise sewers and catch basins in the area shown on the attached map.

FINANCIAL STATEMENT: There is \$250,000 budgeted in the FY 2017-18 budget for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2017 Sewer and Catch Basin Cleaning and Television Inspection Project, M-673 be approved. Funding is available in the Water and Sewer Fund No. 592-18-550-930.

APPROVALS:City Manager: Department Director: 

Finance Director: _____

EXHIBITS: map

CITY OF OAK PARK

2017 SEWER & CATCH BASIN AND TELEVISION INSPECTION PROJECT

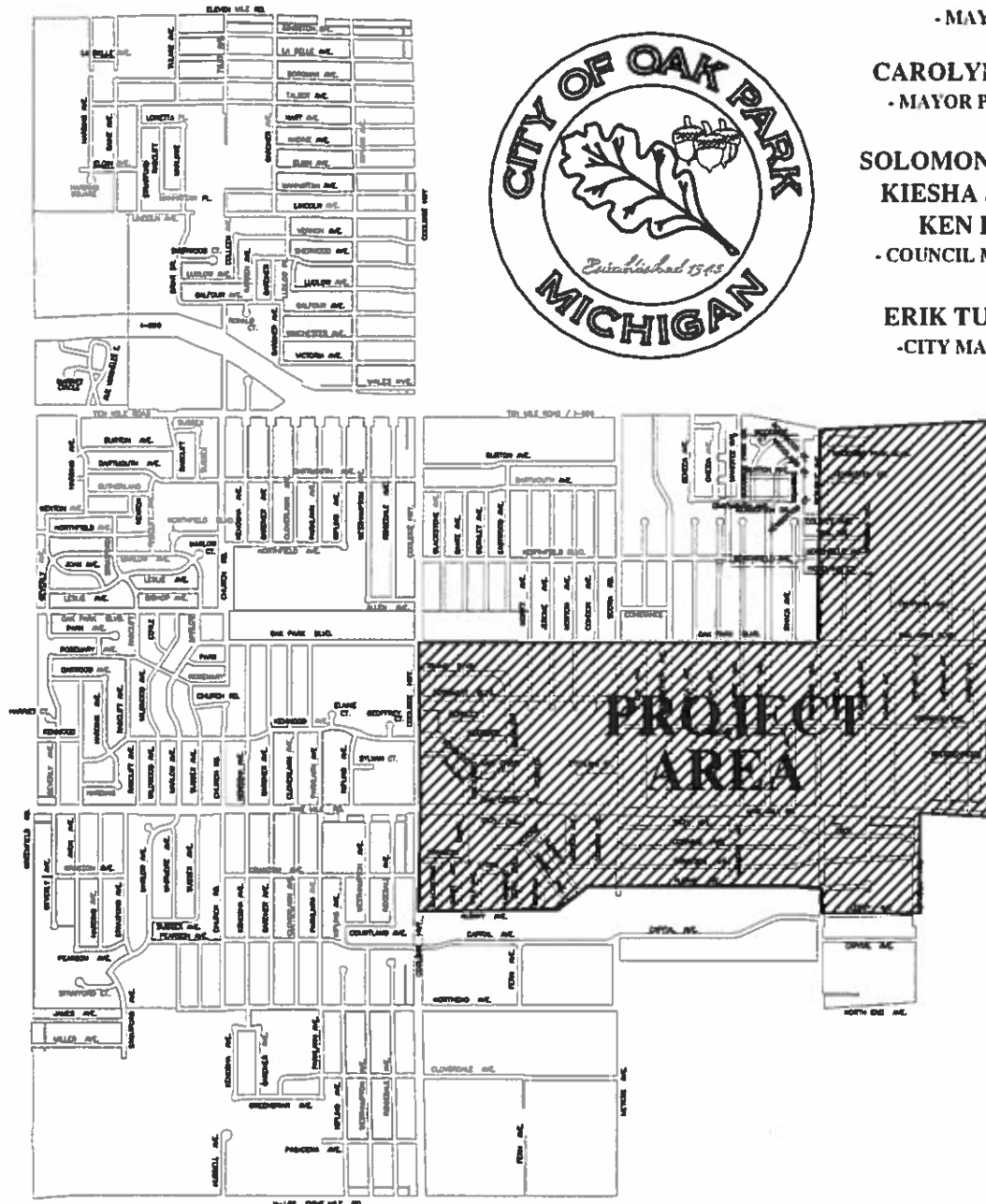
M-673

MARIAN McCLELLAN
- MAYOR -

CAROLYN BURNS
- MAYOR PRO TEM -

SOLOMON RADNER
KIESHA SPEECH
KEN RICH
- COUNCIL MEMBERS -

ERIK TUNGATE
- CITY MANAGER -



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

CITY OF OAK PARK ENGINEERING DIVISION			
SHEET A	SCALE N.T.S.	DRAWN BY BJS	REVISOR 6/28/17
2017 SEWER & CATCH BASIN CLEANING AND TV INSPECTION, M-673			
DATE 4/28/17	APPROVED BY EJT	DRAWING NUMBER 1014	

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 17, 2017**AGENDA #**

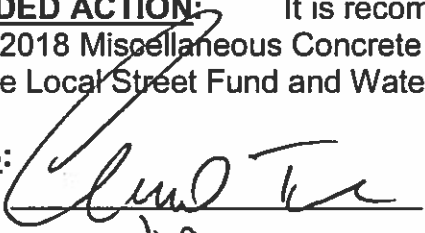
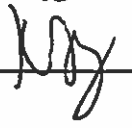
SUBJECT: Request authorization to bid the 2017-2018 Miscellaneous Concrete Project, M-672.

DEPARTMENT: DPW/Technical & Planning – Engineering GWS

SUMMARY: Bid documents are nearly complete for the 2017-2018 Miscellaneous Concrete Project, M-672. The Miscellaneous Concrete Project repairs damaged concrete from water main breaks, sewer repairs, and other deteriorated sections throughout the City.

FINANCIAL STATEMENT: There is \$250,000 budgeted for this project in the Local Street Fund and Water & Sewer Fund.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for 2017-2018 Miscellaneous Concrete Project, M-672 be approved. Funding is available in the Local Street Fund and Water & Sewer Fund for this project.

APPROVALS:City Manager: Department Director: 

Finance Director: _____

EXHIBITS: None

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

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
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<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
------------------------	-----------------------	-------------------	-----------------------------

WG Wireless Mid-West LLC	23035 Coolidge	\$225	Cellular
Drop & Go Kids Center	21700 Greenfield 109A	\$225	Day Care
Mookey's Beans Green	26076 Greenfield	\$225	Restaurant
Excell Insulation	10670 Nine Mile	\$225	Home Improvement

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: 7/4/17

Applicant Information

Applicant/Business Name: JULIE MICHAEL MILLER

Applicant/Business Address: 24221 RENSSELAIR

Phone number: 248 5429086 E-Mail Address: JULIE.H.MILLER@WAYNE.EDU

Relation of applicant to business: N/A

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

Owner Information

Owner or manager of site: BLOCK PARTY Phone: 248 5429086

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: 8/5/17 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: RENSSELAIR BTW NORTHFIELD APARTMENTS

Is this a City owned park? NO

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 N/A

Nature, purpose, and detailed description of event: ANNUAL SUMMER BLOCK PARTY

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

If yes, please describe how so: OPEN TO ALL RESIDENTS OF THIS BLOCK ON
NORTHFIELD

Estimated number of people attending event? 40-50 Hours of Event: 8:00 - 10:00 P.M.

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 ^{Block Party} ~~parade~~ require streets to be blocked off? ☒ Yes ☐ No

If yes, how many streets/intersections will need to be blocked : 1

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:

Will the food be prepackaged or prepared on site: POTLUCK, w/ HAMBURGERS! HOT DOGS

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.*

Technical/Support

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

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:

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.

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.



Applicant's Signature

State of Michigan

County of ^{SS} Oakland

Subscribed and sworn to before me, a Notary Public this 6th day of Jun 2017, by
Michael Miller.

My Commission expires: _____

THAMER H. SESI
Notary Public, Oakland County, MI
My Commission Expires 06-01-2019



Notary Public

PETITION TO TEMPORARY STREET CLOSURE

We the undersigned hereby request that RENSSELAER STREET BETWEEN NORTHFIELD AND THE VILLAGE GREEN APARTMENTS be closed to vehicle traffic for the purpose of conducting a block party. The time and date of the requested closure is 4:00 PM to 8:30PM on Saturday, August 6, 2014.

NAME AND RENSSELAER ADDRESS (NUMBER ONLY)

1.		24321	N O R T H — W E S T — S I D E
2.	Michelle A. Fisher	24311	
3.		24291	
4.		24271	
5.		24261	
6.	Mark Ford	24251	
7.		24249	
8.	Jacoue M. Sims	24245	
9.	Mishat Johnson	24241	
10.	Erica McGowan	24231	
11.	Joe Miller	24221	
12.	Maria Fellman	24211	
13.		24201	N O R T H — E A S T — S I D E
14.	Greg & Tomika Murny	24320	
15.	Julien Hamilton-Jones	24310	
16.		24300	
17.		24290	
18.	JUANITA JAMES	24270	
19.		24260	
20.	Dan	24250	
21.	Katy Spurr	24240	
22.		24230	
23.		24220	
24.	Red Panto	24210	
25.		24200	
26.		24301	

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Rensselaer Block Party

DATE: August 5, 2017

5:00pm – 10:00pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Conduct periodic checks as part of normal patrol activities	20 min	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin J. Yee</i>	Drop off/pick up barricades	N/A	N/A
ADDITIONAL <i>Administration</i>			\$100 special event application fee

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 479171**July 11, 2017**

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

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

*Client 7406
Matter 4*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, June 30, 2017

\$1,190.00**Fee Total****Total Costs Advanced****\$0.00****Total Fees and Disbursements: \$1,190.00**

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 479187

July 11, 2017

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, June 30, 2017

\$12,083.34

Fee Total

Costs Advanced:

Date	Description	Amount
06/02/17	Oakland County Register of Deeds - Title Search, Copies of Recorded Documents.	8.00
06/05/17	Fee to State of Michigan for Motion Fee	50.00
06/05/17	Reproduction Charges 18 @.15 18 @ 0.15	2.70
06/20/17	Oakland County Register of Deeds - 22021 Dante.	8.00
06/27/17	Oakland County Register of Deeds for certified copies for Leonard Bale trial.	40.00
06/27/17	Oakland county Register of Deeds Title Search on 10100 Corning Street, Oak Park. Copies of recorded documents.	8.00
Total Costs Advanced		\$116.70

In Re: City of Oak Park
07/11/17
Page 2

Total Fees and Disbursements: \$12,200.04

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 479188

July 11, 2017

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

Re: In Re: Prosecution Matters

*Client 7406
Matter 39*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, July 11, 2017

\$1,372.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$1,372.00

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

[Proposed 07-17-17]

**CITY OF OAK PARK
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.

Ayes: _____

Nays: _____

Absent: _____

Resolution declared adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Wednesday, July 17, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk

ANIMAL SHELTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF OAK PARK, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF OAK PARK, whose principal address is 14000 Oak Park Blvd., Oak Park, Michigan 48237, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree to the following:

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Care Center** means a facility owned and operated by the COUNTY to care for impounded animals.
 - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the Animal Care Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1'. A. 146,

1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
 - 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or his authorized representative.
 - 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
 - 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Care Center in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
 - 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
 - 1.12. **Euthanasia** means the humane destruction of animals.
 - 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
- §2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:
- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
 - 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give- up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
 - 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
 - 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Care Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting Applications for the redemption of impounded animals.
 - 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.
 - 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.
 - 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
 - 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement.

- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the County for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2017	\$ 23.00
2018	\$ 23.00
2019	\$ 23.00

Such fee shall be limited to the required holding period as set forth by the MUNICIPALITY, Fees for the destruction and disposal of each animal held the required holding period will be:

2017	\$ 7.00
2018	\$ 7.00
2019	\$ 7.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the County covering the previous month's operations.

- 4.2. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 21.00
2018	\$ 21.00
2019	\$ 22.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.3. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 22.00
2018	\$ 22.00
2019	\$ 23.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.4. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

- 5.1. It is mutually agreed that the term of this agreement shall be effective July 17, 2017 and expiring September 30, 2019 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class
- 7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPLALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
- §11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.
- §12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- §13. RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- §14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. NO IMPLIED WAIVER. Absent a written waiver, no act, 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 effect its right to require strict performance of this agreement.
- §18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.
- §19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- §20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the

State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recessions, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Erik Tungate, City Manager, City of Oak Park, hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____
Erik Tungate, City Manager
City of Oak Park

DATE: _____

WITNESSED: _____
Ed Norris, Clerk
City of Oak Park

DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

DATE: _____

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 17, 2017 **AGENDA #****SUBJECT:** Proposal for professional services for the Preliminary Engineering for the Nine Mile Road TAP Grant Project.**DEPARTMENT:** Technical & Planning – Engineering GWS

SUMMARY: Attached is a 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 goes 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.

RECOMMENDED ACTION: It is recommended that the proposal from OHM Advisors to perform the Preliminary Engineering and bidding services for the City's Nine Mile Road TAP Grant project be approved for an hourly, not to exceed fee of \$126,000 upon review by the City Attorney's office. Of the \$126,000 not to exceed cost, approximately 17% 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.

APPROVALS:City Manager: Department Director: 

Finance Director: _____

EXHIBITS: Proposal



ARCHITECTS. ENGINEERS. PLANNERS.

July 6, 2017

Kevin J. Yee, P.E., Assistant City Manager
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

RE: Nine Mile TAP Grant Final Engineering

Dear Mr. Yee,

OHM Advisors is pleased to submit this proposal for professional services to prepare the final engineering plans for the Nine Mile Transportation Alternatives Program (TAP) Grant. Included in our proposal below is our project understanding, scope of services, and estimated fee.

PROJECT UNDERSTANDING

In May, the City of Oak Park and Ferndale received approval of TAP Grant funding for fiscal year 2018 for the Nine Mile Road Diet and Non-Motorized Facilities with a total construction budget of \$1,405,436. The project improvements include a road diet on Nine Mile Road, the addition of parallel and back-in angled parking with green infrastructure, proposed mid-block crossings, bike lanes and trailhead. The project limits for improvements are from McClain Drive to Pinecrest Drive.

OHM will complete final engineering plans based upon the concepts submitted as part of the approved TAP Grant improvements within the Oak Park and Ferndale city limits (see Exhibits 1 & 2). The scope of services below outlines OHM's process for the completion of engineering plans.

SCOPE OF SERVICES

Task 1 – Preliminary (GI) Plans

OHM will facilitate a kick-off meeting with the Client to review the proposed improvements in the TAP Grant pdf submitted to the City on April 5, 2017 (Exhibit 1). Based on the comments and decisions made during the kick-off meeting, OHM shall proceed with developing the Preliminary plan set for roadway and trailhead improvements along Nine Mile Road. As required as part of the Federal/MDOT submission requirements, 80% plans including landscape architecture and engineering plan sheets, cost estimates, details, and necessary special provisions will be developed.

Task 1 will include the following items for the improvements related to the project:

- Hold a Kick-off Meeting with the OHM project team and City of Oak Park staff
- Collect survey information for the proposed design.
- Complete & Submit the Programming Application for the project with MDOT Local Agency Programs (LAP)
- Prepare Preliminary (GI) plans which will include:
 - Removal/Demolition plans
 - Construction/Layout plans
 - Materials & Planting plans
 - Bike Repair Shelter plans
 - Green Infrastructure plans
 - Detailed Grading plans
 - Pavement Marking & Signing plans
 - Maintenance of Traffic (MOT) plans

OHM Advisors

580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OH 43215

T 614 418 0600
F 614 418 0614

OHM-Advisors.com



- Construction details
- Quantities
- Special Provisions
- Required MDOT Forms as needed (e.g. Design Exceptions, Technical Infeasibility)
- Prepare the updated cost estimate by revising the TAP Grant estimate to reflect the Preliminary plan set design and quantities.
- Coordinate with utility companies within the project limits to avoid/resolve conflicts with the proposed work including pedestrian-scale light locations with DTE to ensure they meet the design intent.
- Coordinate with a shelter manufacturer's representative to specify a prefabricated bike repair shelter to be located at the trailhead.
- Submit draft plans at 50% complete & 80% complete to Cities of Oak Park & Ferndale for review and comment. Receive electronic comments and/or hold a conference call to discuss for the 50% submittal. OHM and City of Oak Park/Ferndale will meet in person for the 80% plan review if deemed necessary.
- Attend and Prepare minutes for the Preliminary (GI) Plan review meeting with MDOT and City of Oak Park.

Task 1 Deliverables:

- i. *Programming Application*
- ii. *Kick-off Meeting minutes*
- iii. *50% plan set submission for Oak Park/Ferndale review and comment*
- iv. *80% Preliminary (GI) package for Oak Park/Ferndale review and comment*
- v. *Preliminary (GI) package submittal to MDOT (with City's comments incorporated)*
- vi. *Preliminary (GI) Plan Review Meeting minutes*

Task 2 – Final Plans

OHM shall continue to develop the Final Plan set based on comments received during the Preliminary (GI) submission from MDOT and Oak Park. As part of the MDOT required Final Plan submission, 100% plans will be developed for contractor bidding to include landscape architecture and engineering plan sheets, quantities, details, sections, elevations and special provisions.

Task 2 will include the following items for the improvements related to the project:

- Complete any final edits and submit the final Programming Application
- Prepare Final plans based on comments received at the Preliminary (GI) review meeting, including:
 - Final Removal/Demolition plans
 - Final Construction/Layout plans
 - Final Materials & Planting plans
 - Final Bike Repair Shelter plans
 - Green Infrastructure plans & details
 - Final Grading plans
 - Final Pavement Marking & Signing plans
 - Final MOT plans
 - Final Quantities
 - Final Special Provisions
 - Finalize required MDOT Forms
 - Final Cost Estimate with all pay items and quantities
- Complete coordination with utility companies to avoid/resolve conflicts including final DTE light relocations
- Complete coordination with the selected bike repair shelter manufacturer to specify final requirements
- Submit 100% draft plans to Cities of Oak Park and Ferndale for review and comment. Meet in person to review if deemed necessary
- Review and comment on Bid Package prepared by MDOT to ensure all elements and City requirements are covered in the bid package. Coordinate with MDOT for any revisions to Final package for bidding



Task 2 Deliverables:

- vii. *Draft Final Plan package for Oak Park/Ferndale review and comment*
- viii. *100% Final Plans, Special Provisions, Cost Estimate and other required forms to MDOT*
- ix. *Review comments to Bid Package as prepared by MDOT*

Task 3 – Bidding

MDOT will lead the public bidding process. OHM will respond to any Contractor Inquiries forwarded from MDOT, review the bids received, and provide the Unbalanced Bid Review or other bid reviews as required by MDOT for approval of the low bidder.

SCHEDULE

OHM is prepared to begin work upon authorization. The following is a detailed schedule of the project milestones with anticipated dates for completion of those elements. Also attached is the 2016 MDOT LAP Planning Guide (Exhibit 2), which is the basis for the schedule below. The 2017 LAP has not been issued by MDOT yet, but the dates indicated by an asterisk below are in line with the timeframes for the LAP process as shown on Exhibit 2.

July 17, 2017	Authorization
July 24, 2017	Draft Programming Application
August 18, 2017	50% Plans for City Review
September 15, 2017	80% Plan package for City Review
October 9, 2017*	Submit Preliminary Plans to MDOT
November 8, 2017*	Preliminary (GI) Meeting
November 22, 2017	Final Plans for City Review
December 14, 2017*	Submit Final Plans to MDOT
March 3, 2018*	Letting
May 15, 2018	Construction Begins

COMPENSATION

The professional services outlined above will be performed on an hourly basis for a not-to-exceed fee of \$126,000. This amount is based on the scope and assumptions described above. The costs are broken down by task as outlined below:

Task 1	\$74,000
Task 2	\$47,000
Task 3	\$5,000
Total	\$126,000

Additional Services:

If services beyond this scope are required, we can perform these on an hourly basis in addition to the fee or at a negotiated sum at your request. OHM can provide a proposal for Construction Engineering services once design is completed and the full scope and duration of the construction work is better understood.

Please feel free to call with any questions or concerns.

Sincerely,
OHM Advisors

Scott J. Emmons, PE
Senior Project Manager

cc: James C. Stevens, P.E., OHM

EXHIBIT 1



Legend

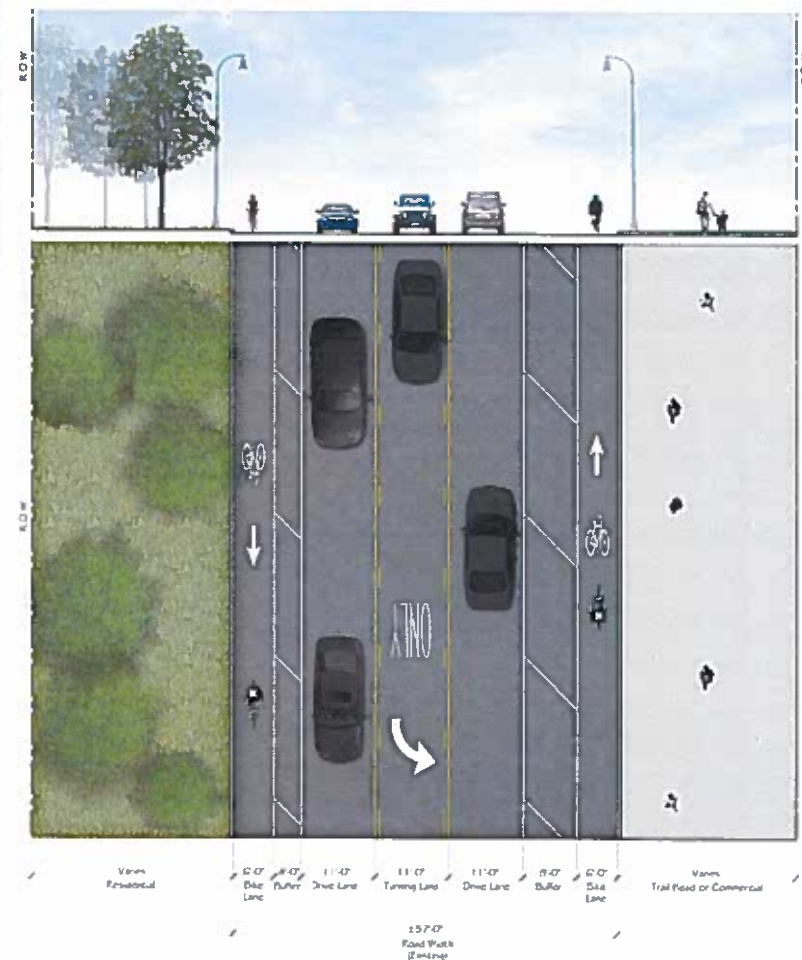
- Future Road Diet
- Road Diet Type 1 - East/West Bound Bike Lanes, Parallel On-Street Parking &/Or Shoulder
- Road Diet Type 2 - East/West Bound Bike Lane, Back-In Angled On-Street Parking &/Or Shoulder

ROAD DIET



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

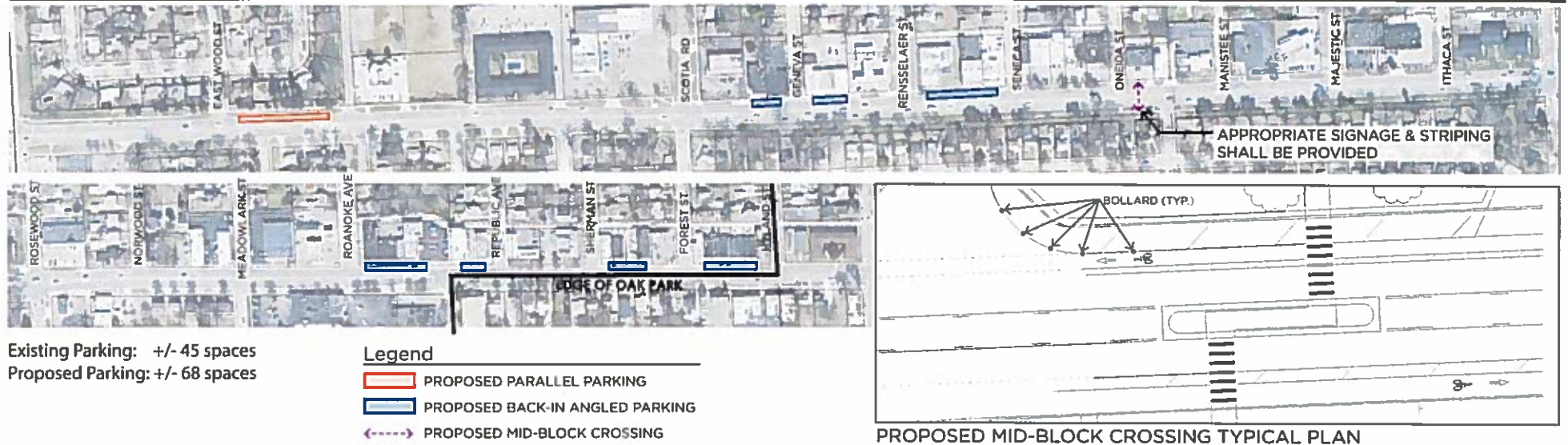


ROAD DIET TYPE 2

NINE MILE ROAD | OAK PARK, MI

3/24/2017

PROPOSED PARKING & MID-BLOCK CROSSING DIAGRAM

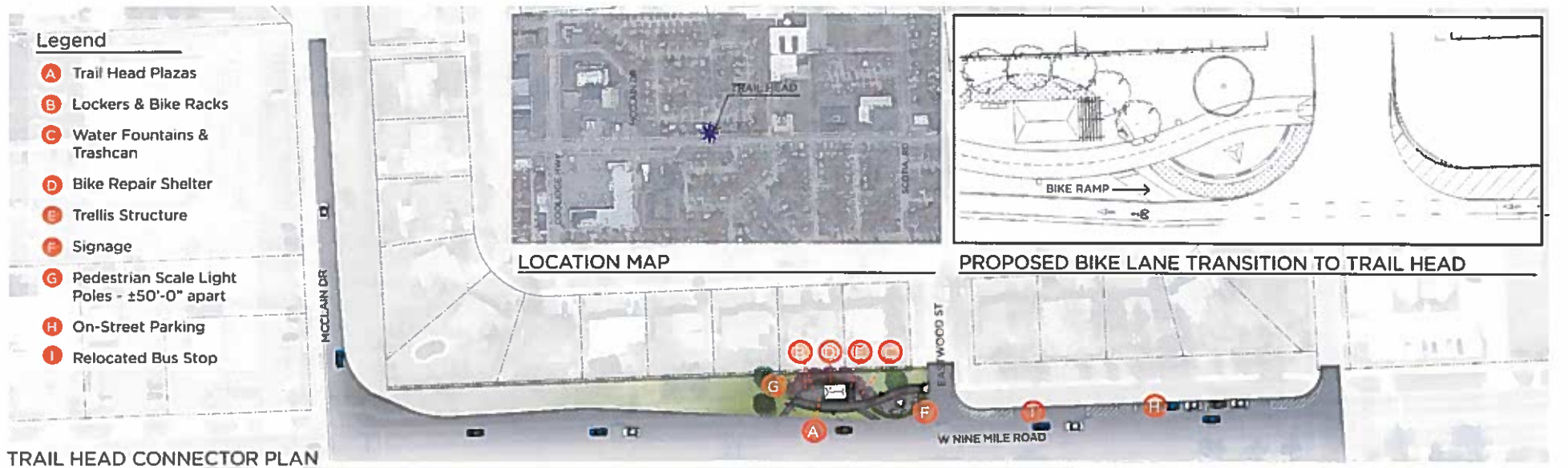


BIKE ROUTE DIAGRAM



ROAD DIET

NINE MILE ROAD | OAK PARK, MI



TRAIL HEAD CONNECTOR

NINE MILE ROAD | OAK PARK, MI

3/24/2017

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

Description	Quantity	Units	Material and Labor per Unit Price	Total Item Price	Remarks
ROAD DIET PAVEMENT MARKINGS					
Mobilization	1	LS	\$86,000.00		Road Diet pavement marking changes
Pave Mktg, Only Cold Plastic, 6 inch, White	3200	ft	\$3.35	\$9,720.00	10% of project cost of everything below including contingency but not the engineering fee
Pave Mktg, Only Cold Plastic, 12 inch, Crosswalk	728	ft	\$6.00	\$4,368.00	Shoulder Cross hatching, bike lane separation crosshatching, parking crosshatching
Pave Mktg, Only Cold Plastic, 24 inch, Stop Bar	225	ft	\$12.00	\$2,700.00	High visibility crosswalk lines for linear park path crossings
Pave Mktg, Only Cold Plastic, Direction Arrow Sym, Bike	44	Fa	\$150.00	\$6,600.00	Stop bar at signalized intersections
Pave Mktg, Only Cold Plastic, Bike	44	Fa	\$150.00	\$6,600.00	Bike symbol arrow at all intersections
Pave Mktg, Green Conflict Area	7213	Sft	\$13.00	\$93,769.00	Green pavement markings for bike lanes at intersections and bus stops
Pave Mktg, Only Cold Plastic, Left Turn Arrow Sym	8	Ea	\$165.00	\$1,320.00	Left turn arrow for left turn lanes at signalized intersections
Pave Mktg, Only Cold Plastic, Only	8	Ea	\$175.00	\$1,400.00	"Only" pavement marking to complement the left turn arrow at signalized intersections
Pave Mktg, Only Cold Plastic, School	8	Ea	\$210.00	\$1,680.00	"School" pavement markings at the west end of the project area to replace existing
Pave Mktg, Sprayable Thermoplastic, 4 inch, White	13723	ft	\$0.50	\$6,861.50	Bike lane lines, parking lines, driveway lines, dashed bike lane lines
Pave Mktg, Sprayable Thermoplastic, 4 inch, Yellow	13450	ft	\$0.50	\$6,725.00	Center turn lane: solid lines and dashed lines
Pave Mktg, Sprayable Thermoplastic, 6 inch, White	9650	ft	\$0.50	\$4,825.00	Outer lane line
Rem Spec Mktg	950	Sft	\$3.50	\$3,325.00	Removal for special existing pavement markings (e.g. left turn arrow "Only" "School" etc.)
Pave Mktg, Longit, Water Blasting, 6 inch or less Width, Rem	36284	ft	\$1.25	\$45,356.00	Removal for existing pavement markings
Ballard	99	Ea	\$24.00	\$2,376.00	Every 300' in shoulder area and on the extended painted curb
Maintenance of Traffic	1	LS	\$18,000.00	\$18,000.00	
Signage	1	LS	\$13,000.00	\$13,000.00	
TOTAL				\$314,364.58	
MEDIAN ISLANDS					
Pave, Rem	343	Syd	\$15.00	\$5,145.00	3 Median islands at the mid block crosswalk areas
Excavation Earth	70	Cyd	\$18.00	\$1,260.00	Median width + curb width on either side + additional 2'
Curb and Gutter, Rem	48	ft	\$17.00	\$816.00	
Embankment, CR	30	Cyd	\$18.00	\$540.00	
Aggregate Base, 6 inch	446	Syd	\$16.00	\$7,136.00	
Sidewalk, Rem, Conc, 6 inch	671	Sft	\$10.00	\$6,710.00	
Sidewalk, Conc, 4 inch	983	Sft	\$8.00	\$7,864.00	
Hand Patching	53	Ton	\$130.00	\$6,890.00	
Curb and Gutter, Conc, Diet F4	386	ft	\$23.00	\$8,878.00	
TOTAL				\$48,224.00	
ANGLED PARKING AREA 1					
Curb and Gutter, Rem	456	ft	\$17.00	\$7,752.00	Angled Parking reconstruct Scoles to Seneca
Gutter, Rem	530	ft	\$22.00	\$11,660.00	
Pave, Rem	1177	Syd	\$15.00	\$17,655.00	
Sidewalk, Rem	325	Syd	\$13.00	\$4,225.00	
Aggregate Base, 6 inch	1573	Syd	\$16.00	\$25,168.00	
Sidewalk, Conc, 4 inch	3345	Sft	\$8.00	\$26,760.00	
HMA, 3C	134	Ton	\$80.00	\$10,720.00	
HMA, 13A	134	Ton	\$90.00	\$12,060.00	
Curb and Gutter, Conc, Diet F4	580	ft	\$23.00	\$13,340.00	
TOTAL				\$129,120.00	
ANGLED PARKING AREA 2					
Curb and Gutter, Rem	756	ft	\$17.00	\$12,852.00	Angled Parking reconstruct Roskoto to Hyland
Gutter, Rem	702	ft	\$22.00	\$15,444.00	
Pave, Rem	1698	Syd	\$15.00	\$25,470.00	
Sidewalk, Rem	1150	Syd	\$13.00	\$14,950.00	
Aggregate Base, 6 inch	2521	Syd	\$16.00	\$40,336.00	
Sidewalk, Conc, 4 inch	7426	Sft	\$8.00	\$59,408.00	
HMA, 3C	220	Ton	\$80.00	\$17,600.00	
HMA, 13A	220	Ton	\$90.00	\$19,800.00	
Curb and Gutter, Conc, Diet F4	775	ft	\$23.00	\$17,825.00	
Green Infrastructure	7780	Sft	\$18.00	\$140,040.00	
TOTAL				\$327,828.00	
SUBTOTAL CONSTRUCTION (EXCL)				\$816,639.58	
10% CONTINGENCY				\$81,663.96	10% Contingency of all costs above
25% ENGINEERING FEE				\$204,159.88	25% Engineering Design Fee of construction cost
TOTAL COSTS				\$1,102,453.42	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



3/24/2017

CONCEPTUAL CONSTRUCTION COST ESTIMATE

THE FOLLOWING COST ESTIMATE IS FOR THE WEST NINE MILE ROAD DIET / CONVERSION FROM 4 LANES TO 3 LANES WITH DEDICATED BIKE LANES, MIDIAN ISLANDS, SIGNAGE, AND PAVEMENT MARKINGS FROM PINCKNEY TO REPHONIC. UNIT PRICES WERE TAKEN FROM RECENT PROJECTS DTD IN 2011. UNIT PRICES AND FINAL COST WILL VARY DEPENDING ON MARKET CONDITIONS AND QUANTITY OF WORK SINCE OAK PARKS PROJECT WOULD BE INCLUDED.

ITEM WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
MOBILIZATION, TRAFFIC, PERMITS					
Mobilization, Mcc 1/2	1	LS	\$20,000.00	\$20,000.00	- Mcc 1/2
Traffic Control	1	LS	\$40,000.00	\$40,000.00	2nd/3rd/4th
Permit Control	1	LS	\$12,000.00	\$12,000.00	2nd/3rd
SUBTOTAL - MOBILIZATION, TRAFFIC, PERMITS				\$72,000	
MOBILITY COSTS					
Mcc 1/2, 2nd/3rd/4th, 5th, 6th	20	LS	\$5,000.00	\$100,000.00	
2nd/3rd	20	LS	\$5,000.00	\$100,000.00	
2nd/3rd/4th	20	LS	\$5,000.00	\$100,000.00	
2nd/3rd/4th/5th	20	LS	\$5,000.00	\$100,000.00	
SUBTOTAL - MOBILITY COSTS				\$400,000	
MOBILITY COSTS					
Cost of 2nd/3rd/4th/5th/6th/7th/8th/9th/10th/11th/12th/13th/14th/15th/16th/17th/18th/19th/20th/21st/22nd/23rd/24th/25th/26th/27th/28th/29th/30th/31st/32nd/33rd/34th/35th/36th/37th/38th/39th/40th/41st/42nd/43rd/44th/45th/46th/47th/48th/49th/50th/51st/52nd/53rd/54th/55th/56th/57th/58th/59th/60th/61st/62nd/63rd/64th/65th/66th/67th/68th/69th/70th/71st/72nd/73rd/74th/75th/76th/77th/78th/79th/80th/81st/82nd/83rd/84th/85th/86th/87th/88th/89th/90th/91st/92nd/93rd/94th/95th/96th/97th/98th/99th/100th/101st/102nd/103rd/104th/105th/106th/107th/108th/109th/110th/111th/112th/113th/114th/115th/116th/117th/118th/119th/120th/121st/122nd/123rd/124th/125th/126th/127th/128th/129th/130th/131st/132nd/133rd/134th/135th/136th/137th/138th/139th/140th/141st/142nd/143rd/144th/145th/146th/147th/148th/149th/150th/151st/152nd/153rd/154th/155th/156th/157th/158th/159th/160th/161st/162nd/163rd/164th/165th/166th/167th/168th/169th/170th/171st/172nd/173rd/174th/175th/176th/177th/178th/179th/180th/181st/182nd/183rd/184th/185th/186th/187th/188th/189th/190th/191st/192nd/193rd/194th/195th/196th/197th/198th/199th/200th/201st/202nd/203rd/204th/205th/206th/207th/208th/209th/210th/211st/212nd/213rd/214th/215th/216th/217th/218th/219th/220th/221st/222nd/223rd/224th/225th/226th/227th/228th/229th/230th/231st/232nd/233rd/234th/235th/236th/237th/238th/239th/240th/241st/242nd/243rd/244th/245th/246th/247th/248th/249th/250th/251st/252nd/253rd/254th/255th/256th/257th/258th/259th/260th/261st/262nd/263rd/264th/265th/266th/267th/268th/269th/270th/271st/272nd/273rd/274th/275th/276th/277th/278th/279th/280th/281st/282nd/283rd/284th/285th/286th/287th/288th/289th/290th/291st/292nd/293rd/294th/295th/296th/297th/298th/299th/300th/301st/302nd/303rd/304th/305th/306th/307th/308th/309th/310th/311st/312nd/313rd/314th/315th/316th/317th/318th/319th/320th/321st/322nd/323rd/324th/325th/326th/327th/328th/329th/330th/331st/332nd/333rd/334th/335th/336th/337th/338th/339th/340th/341st/342nd/343rd/344th/345th/346th/347th/348th/349th/350th/351st/352nd/353rd/354th/355th/356th/357th/358th/359th/360th/361st/362nd/363rd/364th/365th/366th/367th/368th/369th/370th/371st/372nd/373rd/374th/375th/376th/377th/378th/379th/380th/381st/382nd/383rd/384th/385th/386th/387th/388th/389th/390th/391st/392nd/393rd/394th/395th/396th/397th/398th/399th/400th/401st/402nd/403rd/404th/405th/406th/407th/408th/409th/410th/411st/412nd/413rd/414th/415th/416th/417th/418th/419th/420th/421st/422nd/423rd/424th/425th/426th/427th/428th/429th/430th/431st/432nd/433rd/434th/435th/436th/437th/438th/439th/440th/441st/442nd/443rd/444th/445th/446th/447th/448th/449th/450th/451st/452nd/453rd/454th/455th/456th/457th/458th/459th/460th/461st/462nd/463rd/464th/465th/466th/467th/468th/469th/470th/471st/472nd/473rd/474th/475th/476th/477th/478th/479th/480th/481st/482nd/483rd/484th/485th/486th/487th/488th/489th/490th/491st/492nd/493rd/494th/495th/496th/497th/498th/499th/500th/501st/502nd/503rd/504th/505th/506th/507th/508th/509th/510th/511st/512nd/513rd/514th/515th/516th/517th/518th/519th/520th/521st/522nd/523rd/524th/525th/526th/527th/528th/529th/530th/531st/532nd/533rd/534th/535th/536th/537th/538th/539th/540th/541st/542nd/543rd/544th/545th/546th/547th/548th/549th/550th/551st/552nd/553rd/554th/555th/556th/557th/558th/559th/560th/561st/562nd/563rd/564th/565th/566th/567th/568th/569th/570th/571st/572nd/573rd/574th/575th/576th/577th/578th/579th/580th/581st/582nd/583rd/584th/585th/586th/587th/588th/589th/590th/591st/592nd/593rd/594th/595th/596th/597th/598th/599th/600th/601st/602nd/603rd/604th/605th/606th/607th/608th/609th/610th/611st/612nd/613rd/614th/615th/616th/617th/618th/619th/620th/621st/622nd/623rd/624th/625th/626th/627th/628th/629th/630th/631st/632nd/633rd/634th/635th/636th/637th/638th/639th/640th/641st/642nd/643rd/644th/645th/646th/647th/648th/649th/650th/651st/652nd/653rd/654th/655th/656th/657th/658th/659th/660th/661st/662nd/663rd/664th/665th/666th/667th/668th/669th/670th/671st/672nd/673rd/674th/675th/676th/677th/678th/679th/680th/681st/682nd/683rd/684th/685th/686th/687th/688th/689th/690th/691st/692nd/693rd/694th/695th/696th/697th/698th/6					

ITEM WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMMENTS
SUBTOTAL CONSTRUCTION COST				\$211,103	
CONSTRUCTION CONTINGENCY			10%	\$21,110	
SUBTOTAL ENGINEERING (MDOT)			25%	\$58,053	Could be 20% since mainly a striping project
TOTAL ESTIMATED COST				\$290,267	

Specific work items that ARE NOT included in this estimate include:

- No pavement work was included (resurfacing, deteriorated 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,
GIFELS WEBSTER

Estimate Prepared By: Scott A. Ringler, PE
Date: 3/28/2016 Rev 08/31/2016

Estimate Checked By: Justin Wellman, PE
Date: March 28, 2016

1025 E. Maple, Suite 100 Birmingham, MI 48009 (248) 852-3100 Fax: (248) 852-6372	28 W. Adams, Suite 1200 Detroit, MI 48226 (313) 962-4442 Fax: (313) 962-5068	6303 26 Mile Road, Suite 100 Washington Twp., MI 48094 (586) 781-8950 Fax: (586) 781-8951
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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-16

Description	Quantity	Units	Material and Labor per Unit Price	Total Item Price	Remarks
SITE DEMOLITION / PREP					
Excavation/Earthwork	138	CY	\$28	\$3,864	
Concrete Sidewalk Removal	110	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	\$66	\$1,716 item 302	
Multi-use Path - Machine Grading	0.4	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 Bike 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	\$135,000	
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



EXHIBIT 2

giffels webster

Engineers
Surveyors
Planners
Landscape Architects

1025 East Maple Road
Suite 100
Birmingham, MI 48009
p (248) 852-3150
f (248) 962-6558
www.giffelswebster.com

Executive: S.A.R.
Manager: J.R.W.
Designer: J.R.W.
Quality Control: S.A.R.



Know what's below.
Call before you dig.

DATE	REVISION
03/24/16	Issue

Developed For
CITY OF FERNDALE

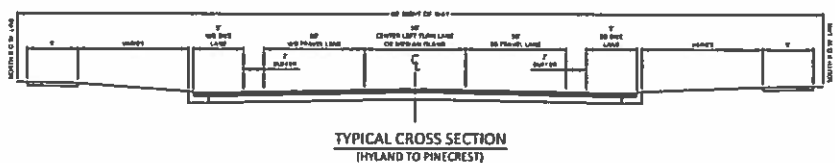
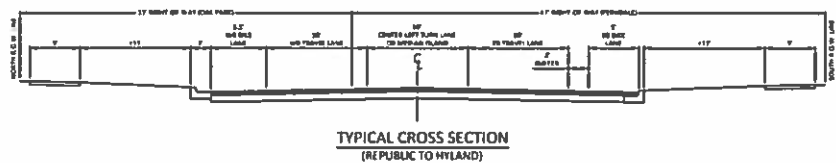
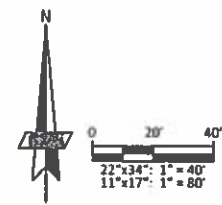
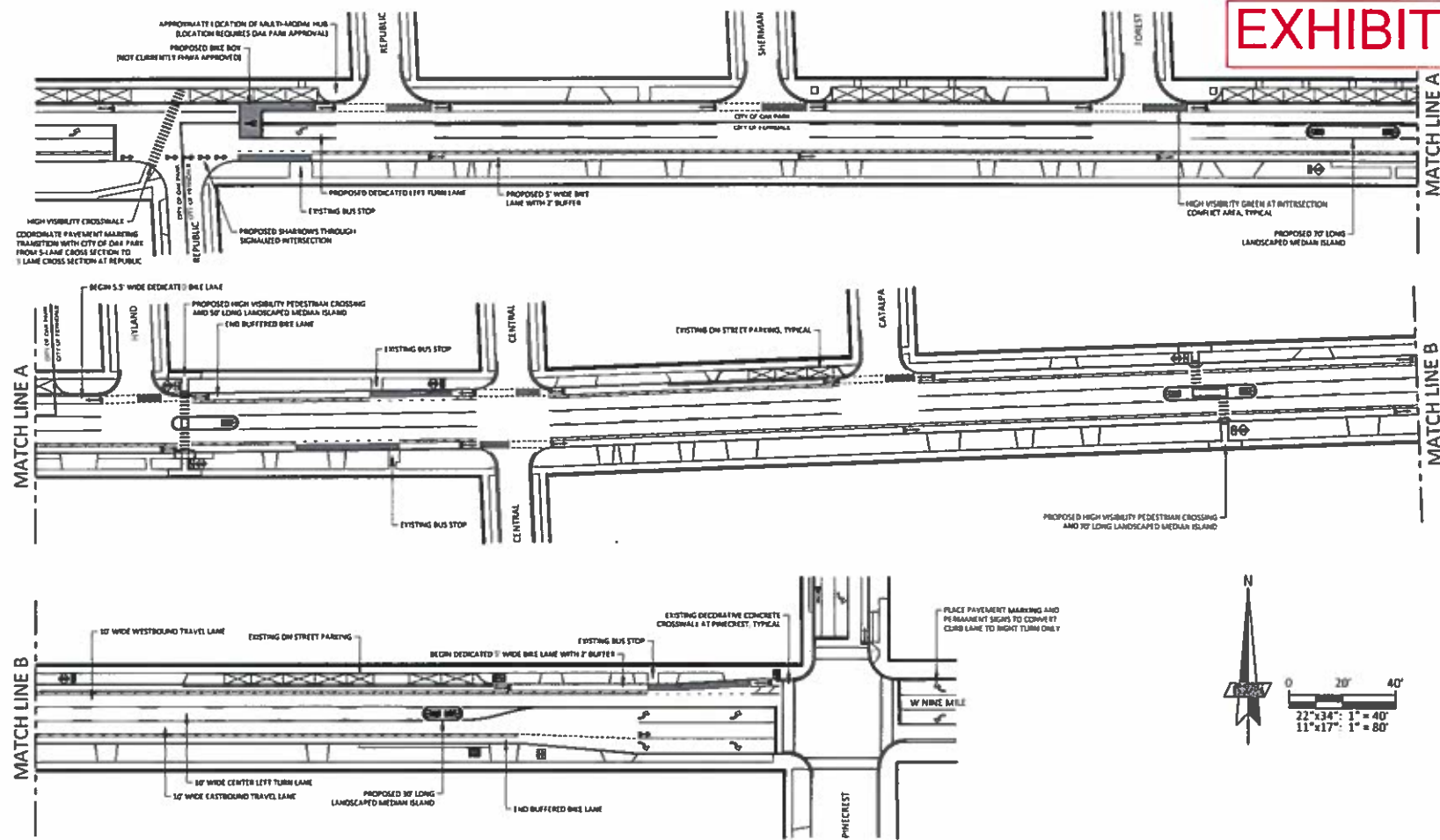
300 EAST NINE MILE
FERNDAL, MI 48220
(248) 546-2519

W NINE MILE ROAD DIET

CONCEPTUAL
PLAN

CITY OF FERNDALE
OAKLAND COUNTY
MICHIGAN

Date: 03.24.16
Scale: 1" = 40'
Sheet: 1 OF 1
Project: NA
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**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:** July 17, 2017 **AGENDA #****SUBJECT:** Change of contractors for the 2017 Lawn Maintenance Contract, M-660.**DEPARTMENT:** DPW/Technical & Planning – Engineering KJY

SUMMARY: At the January 17, 2017 regular meeting of the Oak Park City Council, the request to award the bid for the 2017 Lawn Maintenance Contract, M-660 to the second low bidder (AJ's Maintenance) was approved. AJ's Maintenance has since indicated that they were no longer able to provide the mowing services to us. In order to find a solution, we have informally agreed to split the contract in half with them and City crews have been cutting approximately half the contracted work. This is not desirable but was a necessary solution in order to be able to get the work completed with available crews.

In the meantime, we contacted the initial low bidder, Mow on the Go of Berkley, MI. They indicated they would be interested in taking on the entire project for the remainder of the season. They originally submitted a bid of \$84,700.00 (AJ's bid was \$93,093.48).

FINANCIAL STATEMENT: Funding is available in the Major Street Fund, Water and Sewer Fund, and Public Works Other Parks budget for these expenditures.

RECOMMENDED ACTION: It is recommended City Council terminate the contract with AJ's Maintenance for the 2017 Lawn Maintenance Contract, M-660 per their request. It is further recommended that the contract be awarded to Mow on the Go of Berkley, MI for the remainder of the season (the bid is broken down on a unit cost per week). Funding is available in the Major Street Fund, Water and Sewer Fund, and Public Works Other Parks budget for these expenditures.

APPROVALS:City Manager: [Signature]Department Director: [Signature]

Finance Director: _____

EXHIBITS: bid tabulation

BID TABULATION

2017 Lawn Maintenance Project, M-660
Thursday, December 29, 2016

		Mow on the Go 1800 SE 11 Mile Rd. Berkley, MI 48072 248-569-2796	AJ's Maintenance 906 Minion Ypsilanti, MI 48197 734-480-0666	Toughie Lawn Service 106 N. Main St. Glaston, MI 248-268-3117
Mow and maintain approximately 163 acres				
of turf at multiple locations				
Total Sum Price		\$84,700.00	\$93,093.48	\$108,896.00

Premier Group-\$157,300.00