

Oak Park

City Council Agenda

July 6, 2021





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
July 6, 2021
7:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**

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

- A. Regular City Council Meeting Minutes of June 21, 2021
- B. Library Board Meeting Minutes of May 18, 2021
- C. Recycling Commission Meeting Minutes of May 20, 2021
- D. Request to approve payment of an invoice from Hart InterCivic for election equipment service and maintenance renewal (years 6-10) in the amount of \$58,878.00
- E. Planning Commission Meeting Minutes of May 10, 2021
- F. Request to appoint Kevin Yee as the representative and David DeCoster as the alternate representative to the SOCRRA Board for the fiscal year beginning July 1, 2021
- G. Request to advertise for bids for the 2021-2022 Miscellaneous Concrete Project, M-727
- H. Request to advertise for bids for 2021 Block Pruning Project, M-733
- I. Licenses New and Renewals submitted for July 6, 2021

5. RECOGNITION OF VISITING ELECTED OFFICIALS

6. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Employee Recognition to Public Safety Director Steve Cooper

7. PUBLIC HEARINGS:

- A. Public Hearing for Preliminary PUD Site Plan Approval for 8775 Nine Mile Rd.
- B. Request to approve the Preliminary PUD Site Plan for 8775 Nine Mile Rd. with conditions

8. COMMUNICATIONS: None

9. SPECIAL LICENSES:

- A. Request for a Special Event License and waiver of fee submitted by Julie Miller, 24221 Rensselaer, for the Rensselaer Block Party to be held August 21, 2021
- B. Request for a Special Event License and waiver of fee submitted by First Baptist Church of Oak Park, 24201 Coolidge Hwy, for a Community Outreach Event to be held September 4, 2021
- C. Request for a Special Event License submitted by Street Corner Music, Chris Flanagan, 26020 Greenfield Road, for a phonograph record sale to be held July 17, 2021
- D. Request for a Special Event License and waiver of fee submitted by Sigmund Glaser, 8832 Woodside Dr., for the East Oak Park Block Club Ice Cream Social to be held in Best Park on August 7, 2021

10. ACCOUNTING REPORTS: None

11. BIDS:

- A. Request to award the bid for the 2021 Citywide Janitorial Services Contract, M-729 to VHM Enterprises, Inc. of Southfield, MI for the total amount of \$165,000

12. ORDINANCES: None

13. CITY ATTORNEY:

14. CITY MANAGER:

Public Safety

- A. Request to approve Traffic Control Order 160 Section 1.28 that makes the intersection of Roanoke and Oak Park Blvd. an all-way stop and to implement additional recommendations spelled out by the Transportation Improvement Association (TIA)

Human Resources

- B. Collective Bargaining Agreement Approval
 - 1. Technical and Professional Office Workers of Michigan (TPOAM)
 - 2. Police Officers Labor Council (POLC)
 - 3. Police Officers Association of Michigan (POAM) - Additional Article

Economic Development

- C. Resolution granting local approval to establishments for social district permit applications

Communications

- D. Event and Activity Update

15. 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.

16. CALL TO THE COUNCIL

17. 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
38th OAK PARK CITY COUNCIL
June 21, 2021
7:00 PM**

MINUTES

Mayor McClellan called the virtual meeting to order at 7:00 p.m. Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan (Oak Park), Council Member Whitehead (Oak Park),
Council Member Radner (Oak Park)

ABSENT: Council Member Edgar, Mayor ProTem Burns

OTHERS

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

APPROVAL OF AGENDA:

**CM-06-201-21 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS
PRESENTED – APPROVED**

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-06-202-21 (AGENDA ITEM #4A-J) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes of June 7, 2021 **CM-06-203-21**
- B. Special City Council Meeting Minutes of June 7, 2021 **CM-06-204-21**
- C. Regular City Council Meeting Minutes of May 19, 2021 **CM-06-205-21**
- D. Request to advertise for bids for the proposed fencing for the 2021 Dog Park Project, M-731 **CM-06-206-21**
- E. Request to advertise for bids for the 2021 Sewer & Catch Basin Cleaning and Television Inspection Project, M-728 **CM-06-207-21**

- F. Request to advertise for bids for 2021 Fire Hydrant Blasting and Repainting Project, M-726 **(Removed from the Consent Agenda by Council Member Whitehead)**
- G. Request to approve payment of invoices from OHM Advisors for Safe Routes to Schools Engineering, Oak Park AWIA Risk and Resilience ERP and Water Reliability Study Update for the total amount of \$20,851.25 **CM-06-208-21**
- H. Payment Application No. 2 for the 2020 Sewer & Catch Basin Cleaning & TV Inspection Project, M-716 to Doetsch Environmental Services of Warren, MI. for the amount of \$88,914.15 **CM-06-209-21**
- I. Parks and Recreation Commission Meeting Minutes of March 17, 2021, April 21, 2021 and May 19, 2021 **CM-06-210-21**
- J. Licenses New and Renewals submitted for June 21, 2021 **CM-06-211-21**

MERCHANT'S LICENSES – June 21, 2021
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>2021 RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
ACME LADDER & SUPPLY	10101 CAPITAL	\$150.00	WHOLESALE SUPPLIES
HUNTINGTON CLEANERS	13000 CAPITAL	\$150.00	DRY CLEANERS
CLOSEOUTS RR US	13240 CAPITAL B	\$150.00	WHOLESALE
DEEZER	13201 CLOVERDALE	\$150.00	HOOKAH SUPPLIES
AUDITORY INSTRUMENTS	13261 CLOVERDALE	\$150.00	AUDITORY EQUIPMENT
WALKER PRINTERY	13351 CLOVERDALE	\$150.00	PRINTING COMPANY
DETROIT AUTO ELECTRIC	21040 COOLIDGE	\$150.00	FLEET MAINT, TRUCK REPAIR
EXPRESS COLLISION	21470 COOLIDGE	\$150.00	AUTO REPAIR
O'REILLY AUTO PARTS	23125 COOLIDGE	\$150.00	RETAIL
LUST LASH COLLECTION	23140 COOLIDGE	\$150.00	HAIR EXTENTSIONS AND EYELASH PRODUCTS
DR. SALWAN FRANCIS DDS	24621 COOLIDGE	\$150.00	DENTAL OFFICE
AQUATIC SOLUTIONS PHYSICAL THERAPY	25591 COOLIDGE	\$150.00	OUTPATIENT MEDICAL
DEBORAH HECHT LLC	25907 COOLIDGE	\$150.00	ART & ANTIQUES GALLERY AND STUDIO
METROPOLITAN REHAB CLINICS	21700 GREENFIELD 130	\$150.00	ADDICTION CLINIC
BREAD BASKET	26052 GREENFIELD	\$150.00	RESTAURANT
WHITE CASTLE	26500 GREENFIELD	\$150.00	RESTAURANT
GLR OF OAK PARK	26500 HARDING	\$150.00	ELECTRONIC AND RECYCLING

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

MOTION DECLARED ADOPTED

CM-06-212-21 (AGENDA ITEM #4F) Removed from the Consent Agenda. Request to advertise for bids for 2021 Fire Hydrant Blasting and Repainting Project, M-726 - APPROVED

Motion by Whitehead, seconded by Radner, CARRIED UNANIMOUSLY, to advertise for bids for 2021 Fire Hydrant Blasting and Repainting Project, M-726.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-06-213-21 (AGENDA ITEM #9A) SPECIAL EVENT REQUEST – STERLING COURT BLOCK PARTY – APPROVED

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

Name	Event	Fee
Adriel Lechner 12740 Sterling Court	Sterling Court Block Party July 4, 2021 4:00 PM – 8:00 PM	Application fee waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-06-214-21 (AGENDA ITEM #10A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$12,353.34 - APPROVED

Motion by Radner seconded by Whitehead, CARRIED UNANIMOUSLY, to approve payment of invoices #564148, #564149 and #564159 by Garan, Lucow, Miller P.C., for legal services rendered through May 31, 2021 in the total amount of \$12,353.34.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

CM-06-215-21 (AGENDA ITEM #12A) FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-311 THEREOF - APPROVED

Motion by Whitehead, Seconded by Radner, CARRIED UNANIMOUSLY, to approve the first reading of the following ordinance to repeal and replace Zoning, of the Code of Ordinances of the City of Oak Park, Michigan:

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

AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 82-311 THEREOF.

THE CITY OF OAK PARK ORDAINS:

ARTICLE V. – RATES AND CHARGES

Sec. 82-311. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the city department of utility billing.

Finance director means the director of the city department of finance.

Premises means each lot or parcel of land, building or premises having any connection to the water distribution system of the city or the sewage disposal system of the city.

Superintendent means the superintendent of the city department of water supply.

(Code 1973, § 42-115; Ord. No. O-94-317, § 4, 2-7-94)

Cross reference— Definitions generally, § 1-2.

Sec. 82-312. – Basis of charges.

All water service shall be charged for on the basis of water consumed as determined by the meter installed in the premises of water or sewage disposal service customers by the department. All sewage disposal service shall be charged for on the basis of water consumed and pollutants discharged into the sewage system. Stormwater runoff service shall be charged on the basis of a premises' pervious and impervious surface areas. No free water service, sewage disposal service, or stormwater runoff service shall be furnished to any person.

(Code 1973, § 42-116)

Charter reference— Utility rates and charges, collection, § 14.3 et seq.

Sec. 82-313. – Determination.

- (a) *Generally.* The rates and charges to be imposed for the consumption and use of water, sewage disposal, and stormwater runoff services furnished by the city shall be determined by ordinance by the city council from time to time and kept on file in the office of the city clerk.
- (b) *Enumeration.* The rates and charges for consumption and use of water, sewage disposal, and stormwater runoff services are as follows:
 - (1) *Water rates.* Effective on all bills rendered on or after July 1, 2021 the rates to be charged for water service shall be as follows:
 - a. Four dollars and fifty one cents (\$4.51) per centum cubic feet (CCF)
 - b. Monthly meter service and maintenance charges, in addition to subsection (b)(1) of this section as follows:
 - 5/8-inch meter\$1.59
 - 3/4-inch meter \$1.68
 - 1-inch meter \$1.81
 - 1½-inch meter \$2.68
 - 2-inch meter \$3.05
 - 3-inch meter \$21.27
 - 4-inch meter \$23.19
 - 6-inch meter \$26.47
 - c. The minimum monthly (one –month) water charge (includes water and meter service charge for a 5/8-inch meter service) to each premises connected with the water supply system shall be the sum of \$10.61 provided that if there were two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
 - (2) *Sewage disposal rates.* Effective on all bills rendered on or after July 1, 2021 the rates to be charged for sewage disposal shall be as follows:
 - a. *Basic sewage disposal rate;* Four dollars and eighty six cents (\$4.86) per centum cubic feet (CCF) of water consumed. The minimum monthly sewage disposal charge to each sewage disposal services customer shall be \$9.72, provided that if there are two or more premises using the city water supply and such premises use one meter, the minimum consumption charge herein specified shall apply to each such premises and to the owner or tenant of each such premises, as applicable.
 - b. *High-strength surcharge.* Great Lakes Water Authority is responsible for billing this surcharge. Effective with all bills rendered on or after August 1, 2021, for flows beginning on or after July 1, 2021 a high-strength surcharge shall be levied against commercial and industrial customers, other than restaurants, contributing sewage to the sewage disposal system with concentrations of pollutants exceeding the following levels:
 - 1. 275 milligrams per liter (mg/l) of biochemical oxygen demand (BOD);
 - 2. 350 milligrams per liter (mg/l) of total suspended solids (TSS);

3. 12 milligrams per liter (mg/l) of phosphorus (P);
4. 100 milligrams per liter (mg/l) of fats, oils, and grease (fog).

The high strength surcharge will be imposed at the following rates:

Pollutant	Charge per pound of excess pollutant
Biochemical oxygen demand (BOD)	0.347
Total suspended solids (TSS)	0.476
Phosphorus (P)	6.368
Fats, oils and grease	0.111

- c. *Industrial waste control charge.* Effective with all bills rendered on or after August 1, 2021, for flows beginning on or after July 1, 2021 an industrial waste control charge shall be levied against non-residential customers in an amount determined by the size of the water meter or meters serving such customers as set forth below:

Water meter size (inches)	Monthly charge
5/8-inch meter	3.54
3/4-inch meter	5.31
1-inch meter	8.85
1½-inch meter	19.47
2-inch meter	28.32
3-inch meter	51.33
4-inch meter	70.80
6-inch meter	106.20

No such surcharge shall be levied on the basis of any meter which serves exclusively residential users, including all structures designed for habitation including, but not limited to, single-family or two-family dwellings, apartment buildings, condominiums, townhouses, and mobile homes, nor shall such surcharge be levied on the basis of any meter used exclusively for fire protection purposes.

- (3) *Stormwater runoff rate.* Effective on all bills rendered on or after July 1, 2021, the rate to be charged for stormwater runoff shall be \$601.65 per unit.
- (4) *Collection policy.* Charges for water, sewage disposal, stormwater runoff, and garbage collection services furnished by the city to any premises shall be a lien thereon, and on March 1 and on September 1 of each year, the person or agency charged with the management of the systems shall certify any such charges which have been delinquent six months or more, to the city assessor who shall enter the same upon the next available tax roll against the premises to which such services shall have been rendered, together with a penalty of an additional ten percent. The charges shall be collected and the lien shall be enforced in the same manner as provided in the respect to taxes assessed upon such roll; provided, that no such charge shall become a lien when a tenant is responsible for the payment of any such charge against any premises and the city has

been so notified by the filing of an affidavit that the lease contains a provision that the landlord shall not be liable for payment of water or sewage system bills accruing subsequent to the filing of the affidavit. The affidavit shall be filed with the official in charge of the water works system and 20 days' notice shall be given by the landlord of any cancellation, change in, or termination of the lease. The affidavit shall contain a notation of the expiration date of the lease. In the event of the filing of such affidavit, no further service shall be rendered by the systems to such premises until payment to the city of a cash deposit in accordance with section 82-316.

- (5) *Services outside the city.* Water service provided outside the corporate limits of the city shall be provided by contract only with approval of the city council, and in no event shall the rates and charges for such service be less than the rates charged to customers residing within the corporate limits of the city.

(Code 1973, § 42-117; Ord. No. O-94-322, § 2, 6-20-94; Ord. No. O-95-339, § 1, 6-19-95; Ord. No. O-96-351, § 1, 6-17-96; Ord. No. O-97-369, § 1, 6-16-97; Ord. No. O-98-377, § 1, 6-15-98; Ord. No. O-99-393, § 3, 6-21-99; Ord. No. O-00-421, § 1, 6-19-00; Ord. No. O-01-445, § 1, 6-18-01; Ord. No. O-02-466, § 1, 6-17-02; Ord. No. O-03-484, § 1, 6-16-03; Ord. No. O-04-499, § 1, 6-21-04; Ord. No. O-05-514, § 1, 6-20-05; Ord. No. O-06-526, § 1, 6-19-06; Ord. No. O-07-531, § 1, 6-18-07; Ord. No. O-08-551, § 1, 6-16-08; Ord. No. O-09-560, § 1, 6-15-09; Ord. No. O-10-571, § 1, 6-21-10; Ord. No. O-11-578, § 1, 6-20-11; Ord. No. O-12-591, § 1, 6-18-12; Ord. No. O-13-594, § 1, 6-17-13; Ord. No. O-14-604, § 1, 6-16-14; Ord. No. [O-15-613](#), § 1, 6-15-15; Ord. No. [O-17-636](#), § 1, 6-19-17; Ord. No. [O-18-674](#), § 1, 6-18-18; Ord. No. [O-19-688](#), § 1, 6-17-19; Ord. No. [O-20-693](#), 6-15-20)

Sec. 82-314. - Service to city.

The city shall pay the same water, sewage disposal, and stormwater runoff rates for service to it as would be payable by a private customer for the same service.

(Code 1973, § 42-118; Ord. No. O-94-317, § 6, 2-7-94)

Sec. 82-315. - Payment.

- (a) The fees, rates, and charges imposed for water and sewer services furnished by the city shall be effective as to bills paid on or before the due date indicated on each billing. Thereafter, a penalty of five (5) percent of the outstanding balance of the account shall be added to each bill. The city manager, or his designee, shall be permitted to waive one penalty per year. The penalty must be assessed and removed in the same calendar year. In addition to other applicable penalties or late fees, a service charge in the amount of \$30.00 shall be added to all bills for which payment is made by check, debit card, or credit card if such payment is returned to the city after being dishonored upon presentment. In the event that the charges for any such services furnished to any premises shall not be paid within 30 days after the due date thereof, then the water services furnished by the system to such premises shall in all cases be discontinued. The failure to receive a utility bill shall not invalidate any charges imposed for water, sewage disposal, stormwater runoff services furnished by the city.
- (b) The customer will be notified of the consequences of failure to pay the utility bill in the following methods prior to actual discontinuation:
- (1) A shutoff notice will be mailed via first-class mail to the mailing address on file for any property where service is scheduled for shut off. The shutoff notice will indicate the past due balance to be paid by acceptable funds, other than personal check, and the earliest date the water could be shut off. A fee of \$10.00 will be added to each account receiving a shutoff notice.
- (c) In the case of a disputed bill, the customer, prior to the mailing of a shutoff notice, may request a hearing to show cause of why the billing is incorrect. A hearing shall be scheduled before a hearing officer, who

may be the city manager or his or her designee. The hearing officer will provide the customer with an opportunity to be heard regarding the dispute over the amount of the bill, and will hear such evidence as the customer may have in support thereof. The hearing officer shall review the bill, perform such additional investigation of the matter as may be determined to be warranted under the circumstances, and correct any billing errors. Such hearings shall be informal and the decision of the hearing officer shall be final.

- (d) Payment plans are available in the utility billing department to stop a disconnection if the following rules are adhered to:
- (1) The payment plan shall be signed by the property owner and filed in the utility billing department prior to a shutoff notice being mailed.
 - (2) One fourth of the past due amount shall be paid in acceptable funds, other than personal check, at the time of filing of the payment plan, with the balance to be paid in monthly installments. Charges that accrue following the start date of the plan—including regular billing—are not covered by the plan, and therefore must be paid by their indicated due date.

If the customer falls behind on any payment as stated in the payment plan, the water will be shut off—as stated in the plan—without notice. Payment plans will not be accepted after a shutoff notice has been mailed. At this point the full amount must be paid in acceptable funds other than personal check.

- (e) Fees upon shut off:
- (1) If the service is shut off, a shutoff for delinquency fee, in an amount established by resolution of the council from time to time, will be charged. This fee must be paid along with the past due amount in acceptable funds other than personal check before the service will be restored. The water service will be restored between 8:00 a.m. and 3:00 p.m. Monday through Thursday, except for holidays when the city offices are closed. In order to have service restored the same day, charges must be paid prior to 3:00 p.m. If the customer desires, service may be restored outside the hours stated above if personnel are available and the customer is willing to pay overtime charges as follows: two employees times their overtime rate times two hours. Overtime charges must be paid along with the past due amount and the shutoff for delinquency fee in acceptable funds other than personal check. Any restoration of water service requires an adult of at least 18 years of age to be inside of the premises. Any water shut off for 45 days or more requires an appointment to restore water service.
 - (2) Any water service shut off by the city and found restored without city approval shall be deemed an "illegal turn on" and shall result in a charge in the amount of \$120.00 in additional fees for the first occurrence. Any subsequent occurrence will result in an additional charge of \$250.00. If the city elects to disable the water service line, an additional fee of \$350.00 will be assessed. Any balance on an account deemed an illegal turn on must be paid in full by acceptable funds other than personal check to restore water service.
- (f) If a scheduled appointment with the utility billing department is missed, a missed appointment fee of \$45.00 will be assessed to the account.

(Code 1973, § 42-119; Ord. No. O-94-322, § 3, 6-20-94; Ord. No. O-94-332, § 1, 12-19-94; Ord. No. O-95-335, § 2, 6-19-95; Ord. No. O-97-369, § 2, 6-16-97; Ord. No. O-98-377, § 2, 6-15-98; Ord. No. O-00-421, § 1, 6-19-00; Ord. No. O-02-466, § 2, 6-17-02; Ord. No. O-03-484, § 2, 6-16-03; Ord. No. O-04-499, § 2, 6-21-04; Ord. No. O-05-514, § 2, 6-20-05; Ord. No. O-07-531, § 1, 6-18-07; Ord. No. O-11-580, § 1, 8-1-11; Ord. No. O-11-581, § 1, 11-21-11; Ord. No. [O-15-620](#), § 1, 10-19-15)Sec. 82-316. - Deposits—Required in certain circumstances.

In cases where the city is properly notified in accordance with section 82-313 that a tenant is responsible for water service, ~~or~~ sewage disposal service, stormwater runoff service, or garbage collection service charges, no such service shall be commenced or continued to such premises until there has been deposited with the utility billing department a sum sufficient to cover one and a half (1.5) times the average annual bill

for such premises, as estimated by the finance director. Where the water service to any premises is shut off to enforce the payment of water service charges, sewage disposal service charges, stormwater runoff charges, or garbage collection fees, the water service shall not be restored until all delinquent charges have been paid and a deposit, as in the case of tenants, is made. There shall be a water turn-on charge of \$90.00, i.e., \$45.00 to shut off the water and then \$45.00 to turn the water back on.

(Code 1973, § 42-120; Ord. No. O-94-317, § 8, 2-7-94; Ord. No. [O-15-620](#), § 2, 10-19-15) Sec. 82-317. - Same—Use.

Deposits collected under the provisions of this article may be applied against any delinquent water, sewage disposal, stormwater runoff, or garbage collection fees, and the application thereof shall not affect the right of the utility billing department to shut off the water service to any premises for any delinquency thereby satisfied. No such deposit shall bear interest. Any remaining balance, after all charges are satisfied, will be returned to the tenant who made the deposit.

(Code 1973, § 42-121; Ord. No. O-94-317, § 9, 2-7-94)

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

(AGENDA ITEM #14A) City Manager Tungate introduced Director of Communications Courtney Flynn

Strategic Planning

(AGENDA ITEM #14B) City Manager Tungate presented the quarterly strategic planning update. A complete copy is on file with the City Clerk.

Department of Public Works

**CM-06-216-21 (AGENDA ITEM #14C) REQUEST TO APPROVE THE
EMERGENCY PURCHASE OF A 2021 CHEVROLET POLICE
TAHOE TOTALING \$39,205.92 - APPROVED**

Motion by Radner seconded by Whitehead, CARRIED UNANIMOUSLY, to waive the bidding process and approve the emergency purchase of the following 2021 Chevrolet Police Tahoe totaling \$39,205.92:

Vehicle:	Department:	Amount:	Account:
2021 Chevrolet Tahoe Police Package	Public Safety	Vehicle Cost: \$39,205.92 (Upfitting not included)	<u>Motor Pool:</u> 654-18.875.970

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

MOTION DECLARED ADOPTED

Deputy Director of Public Works DeCoster reported the department is requesting authorization to waive the bidding process for the emergency purchase of a 2021 Chevrolet Police Tahoe. The COVID-19 pandemic has caused major issues with the automotive supply chain, especially in the form of computer chip shortages. This shortage has affected the City of Oak Park in the delayed delivery of our new vehicles, included the two Police vehicles that are currently on order. This vehicle is available immediately upon City Council approval.

Human Resources

**CM-06-217-21 (AGENDA ITEM #14D1) POLICE OFFICERS ASSOCIATION OF
MICHIGAN (POAM) THREE-YEAR COLLECTIVE BARGAINING
AGREEMENT - APPROVED**

Motion by Radner seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the Police Officers Association of Michigan (POAM) three-year collective bargaining agreement.

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

MOTION DECLARED ADOPTED

**CM-06-218-21 (AGENDA ITEM #14D2) POLICE OFFICERS ASSOCIATION OF
MICHIGAN (POAM) DISPATCHERS THREE-YEAR
COLLECTIVE BARGAINING AGREEMENT - APPROVED**

Motion by Whitehead seconded by Radner, CARRIED UNANIMOUSLY to approve the Police Officers Association of Michigan (POAM) Dispatchers three-year collective bargaining agreement.

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

MOTION DECLARED ADOPTED

Finance

(AGENDA ITEM #14E) Quarterly Financial Report for period ending March 31, 2021.

Finance Director Crawford presented the following financial report:

GENERAL FUND

REVENUES

Total revenues for the third quarter total approximately \$18.7 million, representing approximately 85% of the annual budget. Overall revenues are on track with budget with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2020. As of the end of the third quarter approximately 96% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2021. Property tax revenue is the primary reason the overall revenues are at 85% to date.
- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The third quarter report reflects three fiscal 2020/21 payments totaling \$1,938,131 as the August 31, 2020 payment by statute is included as part of the June 30, 2021 revenues. The City will receive the remaining payments on April 30, June 30 and August 31 (2021) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,664,685.
- Fines and forfeiture revenue received from the 45th District Court was originally budgeted for \$1.7 million but has been amended down due to COVID-19 to \$1.3 million of which \$962,839 or 74% was received through the third quarter. Overall court revenue continues to be less than prior year and less than budget due to COVID-19 and the reduced number of drivers on the road and tickets written. The court has done a good job reducing their costs to offset some of the lost revenue. The revenue received is used to offset a portion of the court's operating costs.
- Federal grants revenue is higher than originally anticipating as the City is receiving federal CARES funds passed through the State of Michigan and Oakland County related to the COVID-19 pandemic. The revenue received totaled approximately \$2 million and was used to offset both unbudgeted expenditures incurred since July 2020 along with reimbursement of some allowable budgeted costs (which will be used to offset some of the revenue lost).
- Recreation program fees have been amended down by approximately 50% as almost no programs being offered in the first two quarters of the fiscal year due to the COVID-19 pandemic and related shutdown. Some of the revenue loss has been offset by cost savings within the recreation departments.

EXPENDITURES

Total expenditures for the third quarter total approximately \$15.1 million, representing approximately 68% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments materially over 75%):

- The Prosecuting Attorney is at 83% of their budget due to the legal services invoice for April 2021 was paid in March 2021.
- Elections is at 81% of their budget due to the timing of when the elections take place. The presidential primary was during the first quarter and the general election is in this second quarter resulting in the majority of the budget being expended during the first six months of the year. The overall net budget for the department is in line with current annual projections.
- The Recreation Departments are below their budgets due to the seasonality nature of recreation programs. The overall net budget for the department is in line with current annual projections.
- The Finance and Administrative Services department is at 81% due to the timing of several payments including the assessing contract for April 2021 was paid in March 2021 and the contribution for the defined benefit pension for April was also recorded on March. The overall net budget for the department is in line with current annual projections.

Overall the General Fund operations are in line with the annual budget. However, Finance will continue to monitor the revenues and expenses and bring forth the budget amendments that are necessary. The projected fund balance remains at the targeted level of 20% of annual expenditures.

OTHER FUNDS OVERVIEW

Library: The Library Fund continues to show favorable results due to COVID-19. The library continued to collect the majority of their annual revenue (97% of original budget) while not incurring costs due to the shutdown (expenditures at only 64% of budget).

Major and Local Streets: The gas tax collections that were significantly down due to COVID-19 have rebounded recently and a portion of the marijuana fees at the state level have been used to maintain the funding for the streets at the prior year level. The overall net budget for these funds is in line with current annual projections.

District Court: As discussed above in the General Fund, overall collections of fines and fees continues to be down and not back to pre COVID-19 levels due to less tickets being written by all communities. The net result in the current year will be an increase in the contribution from the General Fund by approximately \$400,000 (budget amended in December 2020). The reduced fees will also impact the revenue received in the Court Building Fund.

Water and Sewer: COVID-19 has not had a significant impact on this fund as revenues lost due to business being closed was approximately offset by increase in usage at the residential level. The overall net budget for the funds is in line with current annual projections.

CM-06-219-21 (AGENDA ITEM #14F) BUDGET AMENDMENT #2021-4 FOR PERIOD ENDING JUNE 30, 2021 - APPROVED

Motion by Whitehead, seconded by Radner, CARRIED UNANIMOUSLY, to adopt the following resolution approving Budget Amendment #2021-4 for period ending June 30, 2021 as follows:

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2021-4 is authorized:

INCREASE
(DECREASE)

GENERAL FUND	
REVENUES	
PROPERTY TAXES	\$ 85,000
LICENSE AND PERMITS	97,000
CHARGES FOR SERVICES	251,774
OTHER REVENUE	20,000
TOTAL REVENUES	453,774
EXPENDITURES	
CITY MANAGER	19,000
HUMAN RESOURCES	12,007
COMMUNITY & ECONOMIC DEVELOPMENT	4,000
CITY CLERK - ELECTIONS	20,000
CITY CLERK	4,000
FINANCE	49,244
CITY ATTORNEYS - CIVIL AND LABOR	(10,000)
TECHNICAL AND PLANNING	62,323
PUBLIC SAFETY	984,910
PUBLIC WORKS	150,600
PUBLIC INFORMATION	5,000
TRANSFERS OUT	152,690
TOTAL EXPENDITURES	1,453,774
Net Increase to Fund Balance	\$ (1,000,000)

EDC FUND	
REVENUES	
INTERGOVERNMENTAL	\$ 43,567
INTEREST INCOME	121
TOTAL REVENUES	43,688
EXPENDITURES	
MISCELLANEOUS	20,188
TOTAL EXPENDITURES	20,188
Net Increase to Fund Balance	\$ 23,500

BROWNFIELD AUTHORITY FUND	
REVENUES	
INTERGOVERNMENTAL	\$ 21,090

TOTAL REVENUES	<u>21,090</u>
EXPENDITURES	
MISCELLANEOUS	<u>21,090</u>
TOTAL EXPENDITURES	<u>21,090</u>
Net Increase to Fund Balance	<u>\$ -</u>

MAJOR STREETS FUND

REVENUES	
INTERGOVERNMENTAL	<u>\$ 27,452</u>
TOTAL REVENUES	<u>27,452</u>
EXPENDITURES	
SALARIES	<u>21,152</u>
FRINGES	<u>6,300</u>
TOTAL EXPENDITURES	<u>27,452</u>
Net Increase to Fund Balance	<u>\$ -</u>

LOCAL STREETS FUND

REVENUES	
INTERGOVERNMENTAL	<u>\$ 10,658</u>
TOTAL REVENUES	<u>10,658</u>
EXPENDITURES	
SALARIES	<u>4,200</u>
FRINGES	<u>6,458</u>
TOTAL EXPENDITURES	<u>10,658</u>
Net Increase to Fund Balance	<u>\$ -</u>

CRIMINAL JUSTICE TRAINING FUND

REVENUES	
INTERGOVERNMENTAL	<u>\$ 2,500</u>
TOTAL REVENUES	<u>2,500</u>
EXPENDITURES	
OPERATIONS	<u>2,500</u>
TOTAL EXPENDITURES	<u>2,500</u>

Net Increase to Fund Balance	\$	-
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CDBG FUND

REVENUES

INTERGOVERNMENTAL	\$	11,340
TOTAL REVENUES		<u>11,340</u>

EXPENDITURES

OPERATIONS		11,340
TOTAL EXPENDITURES		<u>11,340</u>

Net Increase to Fund Balance	\$	-
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2010 MUNICIPAL COMPLEX DEBT SERVICE FUND

REVENUES

PROPERTY TAXES	\$	(848,930)
INTERGOVERNMENTAL	\$	(184)
INTEREST EARNINGS		(6,750)
TRANSFERS IN		437,417
TOTAL REVENUES		<u>(418,447)</u>

EXPENDITURES

DEBT SERVICE		(379,380)
TOTAL EXPENDITURES		<u>(379,380)</u>

Net Decrease to Fund Balance	\$	(39,067)
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2015 REFUNDING BONDS DEBT SERVICE FUND

REVENUES

PROPERTY TAXES	\$	250
TOTAL REVENUES		<u>250</u>

EXPENDITURES

DEBT SERVICE		250
TOTAL EXPENDITURES		<u>250</u>

Net Decrease to Fund Balance	\$	-
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2012 STREET REFUNDING BONDS DEBT SERVICE FUND
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REVENUES

PROPERTY TAXES	\$	225
TOTAL REVENUES		<u>225</u>

EXPENDITURES

DEBT SERVICE		<u>225</u>
TOTAL EXPENDITURES		<u>225</u>

Net Decrease to Fund Balance	\$	<u>-</u>
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2020 UTGO REFUNDING BONDS DEBT SERVICE FUND
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REVENUES

PROPERTY TAXES	\$	820,477
INTEREST EARNINGS		<u>5,400</u>
TOTAL REVENUES		<u>825,877</u>

EXPENDITURES

DEBT SERVICE		300,464
TRANSFERS OUT		<u>437,417</u>
TOTAL EXPENDITURES		<u>737,881</u>

Net Decrease to Fund Balance	\$	<u>87,996</u>
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PUBLIC IMPROVEMENT FUND

REVENUES

INTERGOVERNMENTAL	\$	75,000
TRANSFERS IN		<u>150,000</u>
TOTAL REVENUES		<u>225,000</u>

EXPENDITURES

CAPITAL OUTLAY		<u>150,000</u>
TOTAL EXPENDITURES		<u>150,000</u>

Net Decrease to Fund Balance	\$	<u>75,000</u>
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Roll Call Vote:	Yes:	McClellan, Radner, Whitehead
	No:	None
	Absent:	Burns, Edgar

MOTION DECLARED ADOPTED

Communications

(AGENDA ITEM #14C) Event and Activity Update

Communications Director Flynn reported upcoming activities and events.

CALL TO THE AUDIENCE:

Ken Sherman, expressed concerns about the construction along Oak Park Blvd.

Joseph Stewart, requested time at the July 6, Council meeting to discuss the water issues with Coolidge Square Condominiums.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:20 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

Library Board Minutes
May 18, 2021
Special Session

I. Call to Order at 6:48

II. Roll Call

Zakiya P
Cheryl P
Al P
Shaun P
Linda P
Noson A
Ken P
Max P
Jina P

Motion that Noson's absence be excused moved by Ken, seconded by Zakiya, Ken notes it's a Jewish holiday, passed unanimously

III. Approval of Agenda Moved by Linda, seconded by Ken, passes unanimously

IV. Approval of April 20 Meeting Minutes moved by Zakiya, seconded by Ken, passes unanimously

V. Library Director Report – Kimberly Schaaf Found some unpaid invoices that needed to be paid. Board had pre-emptively approved payment, but amount is large. 81 invoices totaling \$8959.42. Ken has signed off on them as treasurer. Majority are for book orders. Max raises issue of cost of collection agency. Ken asks about cost-effectiveness of collections.

A. Bills / Budget Wants to discuss budget at next meeting, focus this meeting on the invoices. Al moves payment of bills, seconded by Zakiya. Zakiya Y, Cheryl Y Al Y Shaun Y Linda Y Ken Y Max Y Jina Y.

B. Library Statistics Kimberly ran through usage statistics, highlighting electronic checkouts and electronic users. Discussion of April dip in library usage.

C. Library Happenings

a. Programs for June / Summer Discussion of summer reading program, and craft programs. Discussion of community mosaic program. Discussion of book club, which will meet June 2. June 24 the DIA will have a speaker on Zoom to discuss African-American art collection.

b. Citizens for Peace Donation \$1800 donate of books on the topic of peace. The books have arrived and will be on display at least until the library opens.

c. Ford Motor Company with Troy Design Manufacturing donated 3 air filters.

d. No news on when the library will reopen, but have been posting job openings.

VI. Old Business

A. Bylaws Ken reports that they bylaws committee has not been able to meet with Ebony Duff just yet, are waiting for that meeting to vote on final changes. Ken moves adoption of proposed bylaw changes, plus language about abstention. Ken withdrew motion after some discussion about the need to clarify the relationship between our bylaws and the City's Charter.

VII. New Business

A. Capital Improvement Projects/Community Assessment

a. Outside Book Drop Discussed need to get community input on capital projects like this. Is looking into cost. Materials alone are about \$7000. Location would be tricky, and notes that materials can be lost in adverse weather, especially humidity. Discussion of getting a community assessment.

VIII. Friends of the Library Update Lots of great ideas and hopes for when things open back up. Book sale discussed, probably won't go forward in the normal way. Will probably not have a presence at the farmer's market this summer. Fundraising is down, but lots of ideas for when things finally begin to open back up.

IX. Public Comment – 2 to 3 minutes

X. Closed Session – Kimberly Schaaf / Megan Burke Moved by Al Elvin, seconded by Zakiya. Max Y Cheyl Y Ken Y Jina Y Zakiya Y Al Y Shaun Y Linda Y, closed session begin at 7:47, Closed session ended at 8:36.

XI. Adjournment ,

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
May 20, 2021**

** This meeting was held virtually on Zoom **

1. THE MEETING WAS CALLED TO ORDER AT 7:20 PM

2. ROLL CALL:

PRESENT: Chairperson Meghan Oesterle, Commission Members: Clarissa Clemons, Roselyn McKay, Steven Gold, City Council Member Julie Edgar, and Public Works Liaison David DeCoster

ABSENT: Vice-Chairperson Jonathan Nachman, Commission Members: Al Lewis, Paul Bannon, Denise Trombly, and Richard Readus

3. APPROVAL OF THE AGENDA:

Moved by Steven Gold, seconded by Clarissa Clemons to approve the agenda.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

4. APPROVAL OF MINUTES:

Motion to approve minutes of April 15, 2021, with noted corrections, by Steven Gold, seconded by Meghan Oesterle.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

5. CONSIDERATION OF OLD BUSINESS

A. A discussion of the Commission clean-up day was held. Ultimately, it was determined that September 12, 2021 was the best date. We will do an online sign-up for this event. This date will also coincide with the city's junk away days.

Motion to approve the September 12, 2021 date for the clean-up day, by Steven Gold, seconded by Meghan Oesterle.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
May 20, 2021**

- B. The latest SOCRRA numbers were discussed and an update was provided regarding the drive-thru recycling event held on May 15, 2021.
- C. We had to postpone the training for this meeting due to Deputy City Clerk being out of town. She is now scheduled to join the commission meeting in June.
- D. Chairperson Oesterle went around to the commission members to discuss the up-cycled items that were requested from the April meeting. Some of the crafts included the reuse of grocery bags, soap holders, jewelry holders, dry goods containers, and cardboard for landscaping.

6. NEW BUSINESS

- A. City Council has passed an extension of the emergency declaration. This means that we will be virtual thru at least June 30, 2021.
- B. Chairperson Oesterle did a round table with the members regarding new business: A request was made to have the new Communication Director join in a future meeting. Also, members should start thinking about sponsors and prizes for the clean-up day.

7. PUBLIC COMMENTS

- A. No public present

8. COMMISSIONER COMMENTS

- Steven Gold – Thanked SOCRRA for coming out and running a well-organized event.
- Roselyn McKay – Agreed with Steven regarding the drive-thru recycling event.
- Councilmember Edgar gave a City Council update.

9. ADJOURNMENT

Motion by Steven Gold, seconded by Roselyn McKay to adjourn the meeting.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED, Meeting adjourned at 6:59pm.

Minutes prepared by David DeCoster

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 6, 2021**AGENDA #**

SUBJECT: Proposed payment request to Hart InterCivic for election equipment service and maintenance renewal (years 6-10)

DEPARTMENT: City Clerk

SUMMARY: The State of Michigan provided new election equipment to local jurisdictions in 2016 and the agreement included licensing and support for the first 5 years of the 10 year agreement. Support and Maintenance for years 6-10 of the agreement are the responsibility of the local jurisdiction. The total cost for years 6-10 for our 32 election machines is \$65,420.00. A 10% discount is offered if paid in full by July 15, 2021.

FINANCIAL STATEMENT: There is a 10% discount available when full payment is received by July 15, 2021 therefore the total payment is \$58,878.00. This expense has been budgeted in the 2021-22 clerk/election budget.

RECOMMENDED ACTION: To approve payment of the invoice from Hart InterCivic for election equipment service and maintenance renewal (years 6-10) in the amount of \$58,878.00.

APPROVALS:

City Manager: _____ *ET* _____ Department Director: _____ *LV* _____

Finance Director: _____ City Attorney: _____ *N/A* _____

Budgeted ☐

EXHIBITS: Invoice



Hart InterCivic
15500 Wells Port Drive
Austin, TX 78728
Phone: (800) 223-4278
Fax: (800) 831-1485

INVOICE

Invoice 0000096512
Invoice Date 06/23/2021
Customer ID OAK00001
Project VERM-000051

Page 1 of 1

BILL TO:	SHIP TO:
Linda David City of Oak Park, MI 14000 Oak Park Blvd. OAK PARK, MI 48237	T. Edwin Norris City of Oak Park, MI 14000 Oak Park Blvd. OAK PARK, MI 48237

TERMS	SALESPERSON	PO NUMBER	CONTRACT NUMBER
Special			071B7700128

Effective Period: 06/01/2022 -- 05/31/2027

Payment is due on or before July 15, 2021

Total renewal of Service and Maintenance for years 6-10

	Units	Price	Amount
Verity - Service and Maintenance Renewal	1.00	58,878.0000	58,878.00

REMITTANCE ADDRESS
HART INTERCIVIC, INC.
Dept 0453
PO BOX 120453
Dallas, TX 75312-0453

BILLING INQUIRIES
HART INTERCIVIC
PO BOX 80649
Austin, TX 78708-0649
800.223.HART * Fax: 800.831.1485
www.hartintercivic.com * hartbilling@hartic.com
TAX ID# 95-3248916

Sales Total 58,878.00
Sales Tax 0.00

ORIGINAL INVOICE

TOTAL \$58,878.00

**CITY OF OAK PARK PLANNING COMMISSION
REGULAR MEETING, MONDAY, MAY 10, 2021
MINUTES**

The meeting was called to order at 7:00 p.m. via Zoom by Chairperson Torgow and roll call was made.

PRESENT: Chairperson Torgow
Vice Chairperson Brown
Commissioner Burns
Commissioner Eizelman
Commissioner Seligson
Commissioner Tkatch
Commissioner Tungate

ABSENT: Commissioner McClellan
Commissioner Walters-Gill

OTHERS PRESENT: Community & Economic Development Director, Kim Marrone
City Attorney, Courtney Krause
Director of Technical & Planning, Robert Barrett
City Clerk, Ed Norris

3. APPROVAL OF AGENDA OF MAY 10, 2021:

MOTION by Tkatch, SECONDED by Burns, to approve the agenda of May 10, 2021.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF APRIL 12, 2021:

MOTION by Burns, SECONDED by Tkatch, to approve the minutes of April 12, 2021 with no corrections.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE: None

6. PUBLIC HEARING:

A. Public Hearing to consider adoption of revised Oak Park Zoning Ordinances.

Chairperson Torgow opened the public hearing at 7:09pm.

Chairperson Torgow closed the public hearing at 7:10pm.

B. Planning Commission action regarding adoption of revised Oak Park Zoning Ordinances.

Chairperson Torgow referenced Director Marrone's report dated April 30, 2021:

The new zoning ordinances presented at the April 2021 Planning Commission meeting will be presented to the Planning Commission for approval at the May 10, 2021 meeting. The Planning Commission will be asked to recommend it to City Council to approve at the May 18, 2021 council meeting.

Since the last meeting there have been minor edits which are outlined below. Please note that some items have been renumbered and simple grammatical errors and document format changes have been corrected in various locations which are not outlined below.

List of amended items:

Article 2, Division 2

- Table 211.1

Bed and Breakfast was added as an allowed use in RM1 District as a Special Land Use. It has also been added into Article 5, Division 4, Special Land Use

- Section 214 – Table

Under the RM-1 District column the height was 4 stories and 30 feet and was corrected to 4 stories and 45 feet.

Article 2, Division 3

- Table 221.1

Added Private technical schools and training institutions as a permitted use in the PTRED District

Added Garden Center/Nursery as a conditional land use in the B-2 District

Added Tattoo/Body Art as a conditional use in the B-2 District

Article 2, Division 4

- Section 231 Industrial Use Table

Added Any production, processing, cleaning, testing, repairing, storage and distribution of materials, goods, foodstuffs and products not involving a normal retail or service activity on the lot as a permitted use in the IF District

Article 2, Division 1 Temporary Buildings, Structures, and Uses

- Section 332 d

Changed the words Zoning Administrator to Building Official.

Article 2, Division 3 Commercial Mixed-Use

Table 221.1 PCD District: added the following uses as permitted.

Colleges, universities, and other institutions of higher learning including trade, technical, and vocational schools

Art facilities and Art galleries

Private Technical Schools and Training Institutions

Article 3, Division 1 General Provisions

- Section 319A1 – paragraph reworded and correct reference to section in new ordinance not old. New language as follow:

*1. Outdoor dining areas proposed as part of a new restaurant use, an addition to an existing restaurant, a restaurant that serves alcoholic liquor or a dining area on a public sidewalk or right-of-way, shall require ~~site~~ **administrative** plan review and approval by ~~the City Planner~~ **the planning commission and city council** as outlined in ~~section 1725~~.*

- Section 319B1 – paragraph reworded to allow outdoor dining all year round

1. Outdoor dining shall only be permitted **year round**. **If outdoor dining is not open all year round** with all furniture and fixtures including, but not limited to, tables, chairs and waste receptacles **must be** removed from the exterior premises after **the closure of outdoor dining** ~~November 30~~.

- Section 319B3 – references old section of ordinance 1726 G(39) and should reference Article 4 Division 1 Section 403.

Article 4, Division 1 Off-Street Parking

- Section 401 Shared Parking

Per City Attorney recommendation item f2 was removed.

- Changes in table: Breweries, Brewpubs, Distilleries and Wineries – required 1 space per 75 s.f. was amended to 1 space per 100 s.f. to match a restaurant use.
- Changes in table: Restaurant, (standard without liquor license) – required 1 space per 1005 s.f. was amended to be 1 space per 100 s.f
- Section 403 – Table
Multiple family dwellings – removed the language requiring additional spaces for visitors equal to 10% of the overall spaces required.

Article 5, Division 3 Conditional Land Use

- Z. Retail businesses with adult novelty items

Missing in the zoning chart under accessory uses so it was added back in.

- bb.1. - Retail Sales in MX-1

Added specialty food and the following sentence to the end. “Uses which, in the opinion of the Planning Commission based on findings of fact, are similar to the above permitted uses.

- ee. Small Manufacturing and production establishment.

Added as a CLU in B1, B2, and MX-1 Districts as it was left off in error.

- ff. Tattoo parlor/body art

Added the following additional conditions:

- a. The facility must hold the licenses appropriate to the nature of the business per Public Act 375 Body Art Facility License through the State of Michigan.
- b. A body art establishment shall meet the inspection criteria and standard operating procedures established by the Oakland County Health Division and hold a OCHD Body Art Practitioner Permit at all times.
- c. Must hold a Certificate of Registration as a Medical Waste Producing Facility from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Article 5, Division 4 Special Land Use

- M. – Outdoor Storage

Added it into the zoning chart as it was missing under accessory use

Article 6, Division 2

This entire section was removed as it was duplicated under Article 6 Division 2 Section 621 the Planning Commission

MOTION by Eizelman, SECONDED by Burns, to approve the adoption of revised Oak Park Zoning Ordinances.

VOTE: Yes: Brown, Burns, Eizelman, Seligson, Tkatch, Torgow, Tungate
No: None

MOTION CARRIED

- C. Public Hearing to consider proposed Zoning Map Amendments for the City of Oak Park to change the zoning from Light Industrial to Industrial Flex for the following addresses: 21955 Republic, 21950 Wyoming, 21930 Wyoming, Capital Street addresses: 13390,13380, 13350, 13270, 13240, 13200, 13080, 13040, 13000, 12980, 12950, 12930, 12900,12720, 12700, 11000, 10850, 10800, 10750, 10700, 10600, 10400, 10280, 10240, 10230, 10200, 10150, 10130, 10120, 10100, 10030, 10020, 10010, 8750, 8700, 8624, 8564, 8538-8544, 8500, Parcel ID's with no address: 52-25-32-151-035, 52-25-32-176-019, 25-33-151-037**

Chairperson Torgow opened the public hearing at 7:13pm.

Chairperson Torgow closed the public hearing at 7:14pm.

- D. Planning Commission action regarding proposed Zoning Map Amendments for the City of Oak Park to change the zoning from Light Industrial to Industrial Flex for the following addresses: 21955 Republic, 21950 Wyoming, 21930 Wyoming, Capital Street addresses: 13390,13380, 13350, 13270, 13240, 13200, 13080, 13040, 13000, 12980, 12950, 12930, 12900,12720, 12700, 11000, 10850, 10800, 10750, 10700, 10600, 10400, 10280, 10240, 10230, 10200, 10150, 10130, 10120, 10100, 10030, 10020, 10010, 8750, 8700, 8624, 8564, 8538-8544, 8500, Parcel ID's with no address: 52-25-32-151-035, 52-25-32-176-019, 25-33-151-037**

Chairperson Torgow referenced Director Marrone's report dated April 30, 2021:

As was discussed during the Master Plan update process, two new zoning districts were proposed to be created. One new zoning district was called Industrial Flex. The Industrial Flex district was created to foster a mixture of live/work and maker spaces that complements and transitions to nearby commercial, residential, and industrial districts. This district generally transitions from industrial uses to a higher density, adaptive reuse or modern infill to accommodate an eclectic live/work mixture of uses while still allowing for traditional industrial uses.

The properties are currently zoned LI, Light Industrial. It is recommended to rezone these properties to become a new district called IF, Industrial Flex which will allow a better transition of uses as they neighbor residential properties.

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

- 1. The new Zoning Ordinance, Section 230, Intent, states "IF Industrial Flex. The intent of the Industrial Flex district is to foster a mixture of live/work and maker space that complements and transitions to nearby commercial, residential, and industrial districts. Industrial Flex areas are generally transitioning from industrial uses to a higher density, adaptive reuse or modern infill to accommodate an eclectic live/work mixture of uses."*
- 2. The City's Master Plan states in Goal 5, Commerce 5.4 "Identify opportunities for a transitional industrial area that allows other uses".*

3. The City's Master Plan Future Land Use Map indicates the location of the new Industrial Flex District on the North side of Capital.

4. The City's Master Plan review process received the following comments from Scott Kree in Oakland County Planning Department: "An area that was designated and primarily used as industrial with the option to become "Industrial Flex Traditional" which allow for live/work or craftsman workshop type uses. This allows for the property to take on a less intensive use which makes for a better transition to surrounding less intense uses."

5. All the adjacent parcels to the north of the subject parcels are zoned for single family residential use including the adjacent residential parcels on the east side of Republic Avenue in the City of Ferndale.

6. The uses allowed in the Industrial Flex District are less intense uses and will allow for a better transition into the adjacent residential areas.

7. The proposed zoning change should have no significant impact to the traffic conditions in the area.

8. The proposed zoning change would be consistent with the intent of the Master Plan to create more diversification in its housing inventory and live/work spaces as well as attracting the creative class.

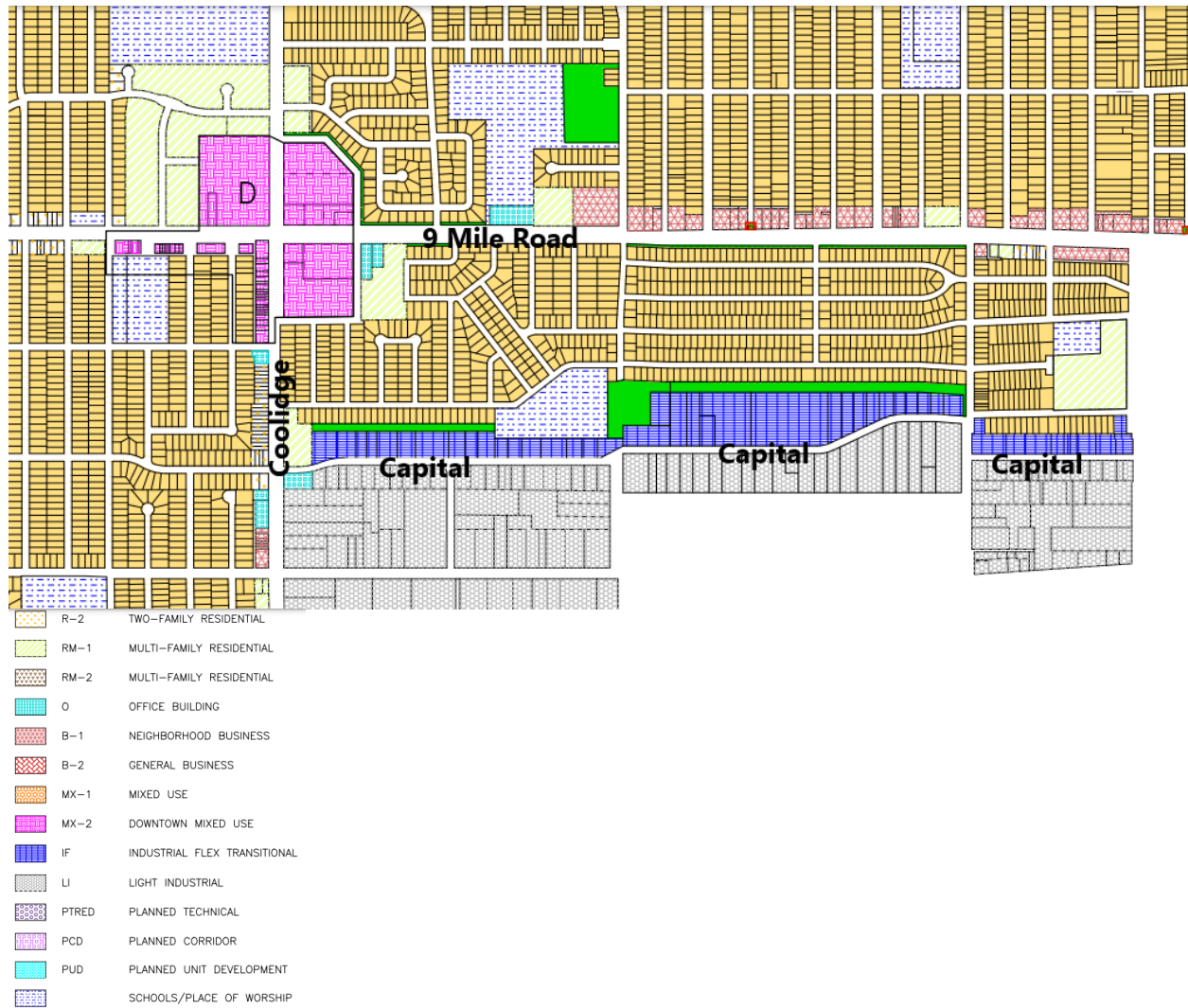
14. The proposed zoning change would be consistent and compatible with existing land uses in the area.

The proposed zoning district change is appropriate for this location and is consistent and compatible with existing land uses in the area. The Oak Park Master Plan Future Land Use map identify the area for rezoning.

Based on the above considerations, the Planning Division recommends rezoning the following properties:

21955 Republic, 21950 Wyoming, 21930 Wyoming, Capital Street addresses: 13390, 13380, 13350, 13270, 13240, 13200, 13080, 13040, 13000, 12980, 12950, 12930, 12900, 12720, 12700, 11000, 10850, 10800, 10750, 10700, 10600, 10400, 10280, 10240, 10230, 10200, 10150, 10130, 10120, 10100, 10030, 10020, 10010, 8750, 8700, 8624, 8564, 8538-8544, 8500, Parcel ID's with no address: 52-25-32-151-035, 52-25-32-176-019, 25-33-151-037

from LI, Light Industrial District to IF, Industrial Flex District, as identified on the Future Land Use Map and graphic below.



MOTION by Eizelman, SECONDED by Brown, to approve the proposed Zoning Map Amendments for the City of Oak Park to change the zoning from Light Industrial to Industrial Flex for the following addresses: 21955 Republic, 21950 Wyoming, 21930 Wyoming, Capital Street addresses: 13390, 13380, 13350, 13270, 13240, 13200, 13080, 13040, 13000, 12980, 12950, 12930, 12900, 12720, 12700, 11000, 10850, 10800, 10750, 10700, 10600, 10400, 10280, 10240, 10230, 10200, 10150, 10130, 10120, 10100, 10030, 10020, 10010, 8750, 8700, 8624, 8564, 8538-8544, 8500, Parcel ID's with no address: 52-25-32-151-035, 52-25-32-176-019, 25-33-151-037

VOTE: Yes: Brown, Burns, Eizelman, Seligson, Tkatch, Torgow, Tungate
No: None

MOTION CARRIED

- E. Public Hearing to consider proposed Zoning Map Amendments for the City of Oak Park to change the zoning from General Business to Mixed Use 2 for the following addresses: Coolidge addresses: 23137, 23001, 23100, 23090, 22150, 22100-22140, 22001, 22011, 22031, 22041, 22101, 22105, 22111, 22115, 22121,**

22125, 22131, 22123, 22135, 22141, 22151, 22153-22155, 22173, 22185, 2221, Nine Mile addresses: 13770, 13600, 13500, 13400, 13300, 13351, 13631, 13641-13645, 13651, 13701, 13801, 13805-13807, 13821-13825, 13831, 13835, 13841, 13845, 13855, 13901, 13905, 13925, 13941, Parcel ID with no address: 52-25-31-228-021

Chairperson Torgow opened the public hearing at 7:16pm.

Chairperson Torgow closed the public hearing at 7:17pm.

F. Planning Commission action regarding proposed Zoning Map Amendments for the City of Oak Park to change the zoning from General Business to Mixed Use 2 for the following addresses: Coolidge addresses: 23137, 23001, 23100, 23090, 22150, 22100-22140, 22001, 22011, 22031, 22041, 22101, 22105, 22111, 22115, 22121, 22125, 22131, 22123, 22135, 22141, 22151, 22153-22155, 22173, 22185, 2221, Nine Mile addresses: 13770, 13600, 13500, 13400, 13300, 13351, 13631, 13641-13645, 13651, 13701, 13801, 13805-13807, 13821-13825, 13831, 13835, 13841, 13845, 13855, 13901, 13905, 13925, 13941, Parcel ID with no address: 52-25-31-228-021

Chairperson Torgow referenced Director Marrone's report dated April 30, 2021:

As was discussed during the Master Plan update process, two new zoning districts were proposed to be created. One new zoning district was called Mixed Use 2. The Mixed Use district was created to foster a more walkable area that allows for a mix of uses in the areas identified in the Strategic Economic Development Plan as "City Center".

The properties are currently zoned B1, Neighborhood Business and B2, General Business. It is recommended to rezone these properties to become a new district called MX-2, Mixed Use 2 which will allow the City to create a more downtown centric area.

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

- 1. The new Zoning Ordinance, Section 220, Intent, states "MX-2 City Center Mixed-Use. The City Center Mixed-Use district is intended to accommodate a walkable, vibrant mixed-use center. Commercial, residential, cultural, and service uses are intended to be integrated within two- to three-story buildings, typically characterized by active ground-floor retail, service, or restaurant uses and upper story residential."*
- 2. The City's Master Plan states "The population has an upward trend of wanting to live and work in walkable urban communities".*
- 3. The City's Master Plan states "Explore potential transitional zones from commercial or industrial uses into neighborhoods as well as buffers to protect the residential areas."*
- 4. The City's Master Plan Future Land Use Map identifies area D as City Center and suggests to allow for mixed use.*
- 5. The City's Master Plan Land Use Map states "Sites that blend a variety of residential, cultural, commercial and service businesses that are functionally integrated within two to three story buildings and provide pedestrian connections throughout. These areas are typically characterized by ground-floor uses that include convenience retail, personal services, and restaurants with upper story residential units."*

6. The Strategic Economic Development Plan states “Today, Oak Park lacks the urban qualities other communities, such as Royal Oak and Ferndale, are leveraging to attract young people. While finding new uses for old structures is one strategy, the most effective redevelopments are considered those that retrofit the streets, blocks, and lots to provide environments designed for pedestrians, density, and a mix of uses.”

7. The Strategic Economic Development Plan states “This area physically and psychologically represents the Oak Park’s gathering places, including civic buildings, Shepherd Park, Oak Park High School, and the 9 Mile & Coolidge shopping cluster. This area already generates much activity between daily uses and special programs, and it has the potential to be a connected, walkable district activated by a revitalized mixed-use retail center.”

8. The proposed zoning change should have no significant impact to the traffic conditions in the area.

9. The proposed zoning change would be consistent with the intent of the Master Plan.

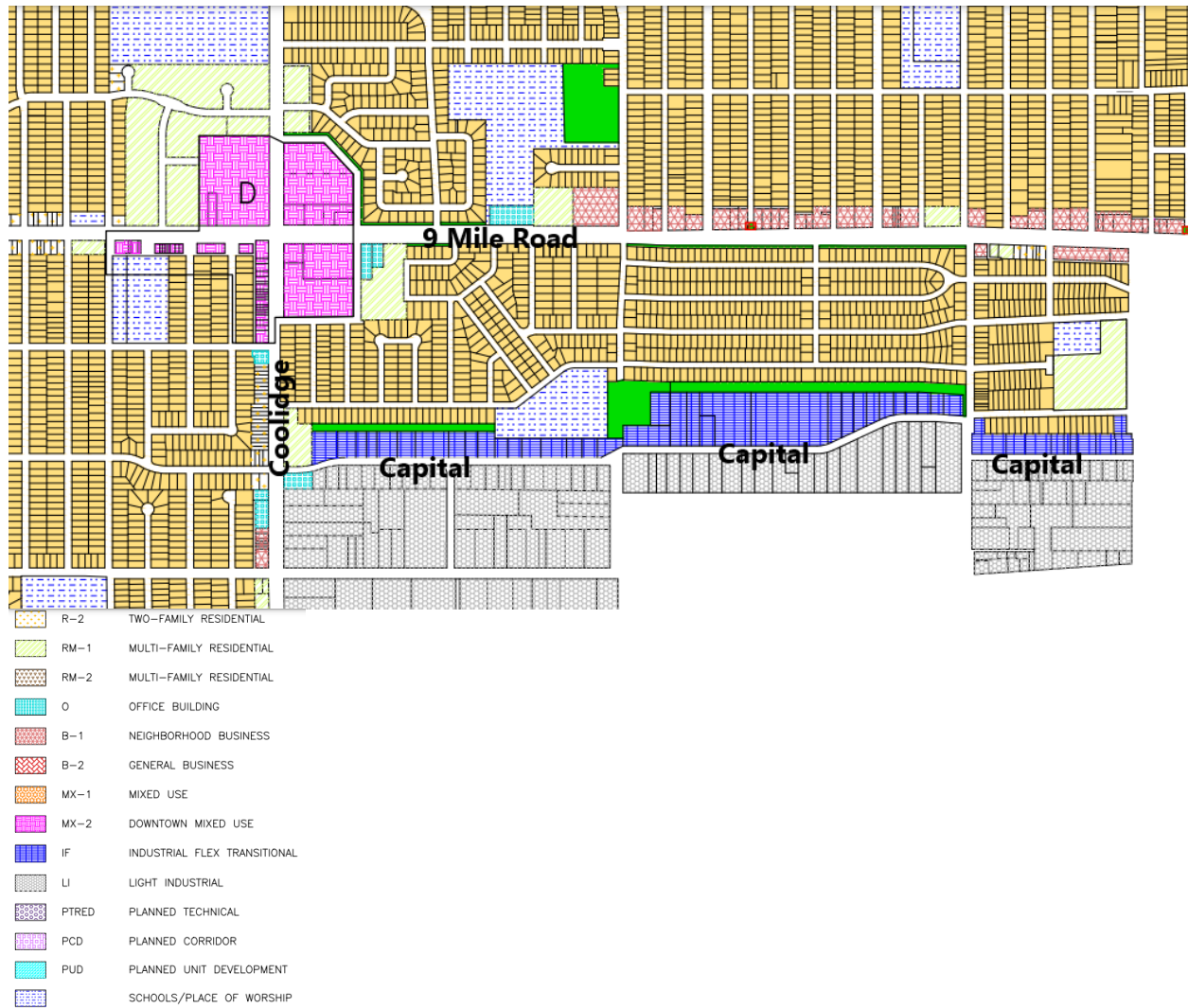
10. The proposed zoning change would be consistent and compatible with existing land uses in the area.

The proposed zoning district change is appropriate for this location and is consistent and compatible with existing land uses in the area. The Oak Park Master Plan Future Land Use map identify the area for rezoning.

Based on the above considerations, the Planning Division recommends rezoning the following properties:

Coolidge addresses: 23137, 23001, 23100, 23090, 22150, 22100-22140, 22001, 22011, 22031, 22041, 22101, 22105, 22111, 22115, 22121, 22125, 22131, 22123, 22135, 22141, 22151, 22153-22155, 22173, 22185, 2221, Nine Mile addresses: 13770, 13600, 13500, 13400, 13300, 13351, 13631, 13641-13645, 13651, 13701, 13801, 13805-13807, 13821-13825, 13831, 13835, 13841, 13845, 13855, 13901, 13905, 13925, 13941, Parcel ID with no address: 52-25-31-228-021

from B1, Neighborhood Business and B2, General Business District to MX-2, Mixed Use 2 District, as identified on the Future Land Use Map and graphic below.



MOTION by Eizelman, SECONDED by Burns, to approve the proposed Zoning Map Amendments for the City of Oak Park to change the zoning from General Business to Mixed Use 2 for the following addresses: Coolidge addresses: 23137, 23001, 23100, 23090, 22150, 22100-22140, 22001, 22011, 22031, 22041, 22101, 22105, 22111, 22115, 22121, 22125, 22131, 22123, 22135, 22141, 22151, 22153-22155, 22173, 22185, 2221, Nine Mile addresses: 13770, 13600, 13500, 13400, 13300, 13351, 13631, 13641-13645, 13651, 13701, 13801, 13805-13807, 13821-13825, 13831, 13835, 13841, 13845, 13855, 13901, 13905, 13925, 13941, Parcel ID with no address: 52-25-31-228-021

VOTE: Yes: Brown, Burns, Eizelman, Seligson, Tkatch, Torgow, Tungate

No: None

MOTION CARRIED

7. CONSENT AGENDA: None

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, Chairperson Torgow adjourned the meeting at 7:18 p.m.

Lisa Vecchio, Deputy City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

AGENDA #

SUBJECT: Appointment of representative & alternate to SOCRRA Board.

DEPARTMENT: Public Works

SUMMARY: Article VII of the Articles of Incorporation of the Southeastern Oakland County Resource Recovery Authority provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. These representatives shall serve during the next fiscal year following their appointment and /or until their successor is appointed.

FINANCIAL STATEMENT: No funds required.

RECOMMENDED ACTION: It is recommended that Council appoint Kevin Yee as the representative and David DeCoster as the alternate representative to the SOCRRA Board for the fiscal year beginning July 1, 2021.

APPROVALS:

City Manager: _____ *ET* _____

Finance Director: _____

Department Director: _____ *KJY* _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

AGENDA #

SUBJECT: Request authorization to advertise for bids for the 2021-2022 Miscellaneous Concrete Project, M-727.

DEPARTMENT: Technical & Planning/DPW – Engineering *KJY*

SUMMARY: Bid documents are nearly complete for the 2021-2022 Miscellaneous Concrete Project, M-727. This project will repair damaged concrete from water main breaks, sewer repairs, and other deteriorated sections throughout the City. This project will also include repairs as part of the Oakland County Pilot Local Road Improvement Matching Fund Program (LRIP).

FINANCIAL STATEMENT: There is \$500,000 budgeted in the FY 2021-2022 budget for this expenditure and we also received the LRIP amount of \$69,171.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2021-2022 Miscellaneous Concrete Project, M-727, be approved. Funding is available in the Local Streets Fund 203-18-479-970 and Water & Sewer Fund 592-18-538-970 for this project.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *KJY* _____

Director of Finance: _____ *SC* _____

Budgeted: ☐

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

AGENDA #

SUBJECT: Request authorization to bid the 2021 Block Pruning Project, M-733.

DEPARTMENT: DPW – KJY

SUMMARY: Bid documents are being prepared for the 2021 Block Pruning Project, M-733. This project will elevate and/or crown clean city owned trees throughout the community.

FINANCIAL STATEMENT: Funding is available in the FY 2021-22 Major and Local Street Funds for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for 2021 Block Pruning Project, M-733 be approved. Funding is available in Major and Local Street Funds for this expenditure.

APPROVALS:

City Manager: ET

Department Director: KJY

Finance Director: _____

Legal: _____

Budgeted ☐

EXHIBITS: None

MERCHANT'S LICENSES - JULY 6TH, 2021
(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
THE WORK PLACE	10450 W. NINE MILE B	\$150.00	OFFICE
RENEWALS			
UNITED REFRIGERATION INC	12811 CAPITAL	\$150.00	
COLLAB OF BEAUTY	22115 COOLIDGE	\$150.00	RETAIL, LASHES, WAXING, AND FACIALS
THE BLIND FACTORY	25603 COOLIDGE	\$150.00	MANUFACTURER OF BLINDS
LINCOLN RX	25901 COOLIDGE 1	\$150.00	PHARMACY
AAA FERGUSON INSURANCE AGENCY	13691 ELEVEN MILE #200	\$150.00	INSURANCE PRODUCTS, AUTO, HOME, LIFE & MOTOR CLUB MEMBERSHIP
HENRY'S AUTO CARE	14041 ELEVEN MILE	\$150.00	AUTO REPAIR (BRAKES, ENGINE REPAIR, TRANSMISSION, FRONT SUSPENSION, HEATING & AIR COND
MAGIC DISCOUNT JEWELRY	21600 GREENFIELD #108	\$150.00	JEWELRY SALES
PREMIER TUXEDO	25234 GREENFIELD	\$150.00	TUXEDO RENTAL
DIAMOND NAILS	25238 GREENFIELD	\$150.00	NAIL SALON
BOSS BABES	8970 NINE MILE	\$150.00	RETAIL/GIFTS
PRIMOS PIZZA	10100 NINE MILE	\$150.00	PIZZA CARRY OUT AND DELIVERY
ONYX MARKET	10850 NINE MILE	\$150.00	RETAIL
EVOLVE SALON	12712 NINE MILE	\$150.00	SALON
GOOD HEALTH PHARMACY	13821 NINE MILE	\$150.00	PHARMACY
THE BEAUTY MANSION	15411 W. NINE MILE	\$150.00	HAIR SALON
EJ USA	13001 NORTHEND	\$150.00	IRON WORKS

DISCOVERED OPERATING WITHOUT A BL	ADDRESS	FEES	BUSINESS TYPE
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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

SUBJECT: Public Hearing for Preliminary PUD Site Plan Approval 8775 Nine Mile Rd.

DEPARTMENT: Economic Development and Planning

SUMMARY: The Ferlito Group has submitted a Preliminary PUD Site Plan application for a 30 unit, three story apartment building at 8775 Nine Mile Road. The proposed name of the apartment complex is The Nine. The apartment building would contain 20 one bedroom units and 10 studio apartments.

The applicant has described the project as a Transit Oriented Development (TOD). One definition of a TOD is “a type of urban development that maximizes the amount of residential, business and leisure space within walking distance of public transport”. In the case of this project, there is an existing bus stop immediately in front of the main building entrance.

The City planning staff working with the applicants have determined that a Planned Unit Development overlay would be the best planning process to utilize for review and possible approval of the project. A PUD overlay of the existing B-1, Neighborhood Business District zoning would allow the necessary flexibility in zoning regulation that this project requires to be successful.

At the Special Planning Commission meeting on July 29, 2021 the Planning Commission approved the PUD overlay and site plan for the development. The next step requires the City Council to review the recommendation of the Planning Commission and takes action on the Preliminary PUD Site Plan. Approval of the Preliminary PUD Site Plan by the City Council confers upon the applicant the right to proceed through the next review phase which is final approval from the Planning Commission.

The staff recommends the City Council approve the Preliminary PUD Site Plan with the conditions set forth in the attached memo.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the Preliminary PUD Site Plan with the conditions set forth in the attached memo.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ KM _____

Director of Finance: _____

Budgeted: ☐

Legal: _____

EXHIBITS: Planning Commission Memo, Site Plan



CITY OF OAK PARK

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

MEMORANDUM

TO: Planning Commission members DATE: June 15, 2021
FROM: Kevin Rulkowski, AICP, City Planner FILE: Planning/Ferlito
Apert SPR
SUBJECT: The Nine Apartments, Ferlito Group, 8775 Nine Mile

The Ferlito Group has submitted a Preliminary PUD Site Plan application for a 30 unit, three story apartment building at 8775 Nine Mile Road. The proposed name of the apartment complex is The Nine. The apartment building would contain 20 one bedroom units and 10 studio apartments. The one bedroom units would be 602 square feet in size and eight of the studio apartments 450 square feet in size. Two studio apartments, accessed from the main entry corridor, would be 381 square feet in size each.

The applicant has described the project as a Transit Oriented Development (TOD). One definition of a TOD is “a type of urban development that maximizes the amount of residential, business and leisure space within walking distance of public transport”. In the case of this project, there is an existing bus stop immediately in front of the main building entrance. Due to the close proximity to public transportation, an increase in residential unit density, coupled with a reduction in on-site parking, can be achieved on a smaller overall footprint.

The City planning staff working with the applicants have determined that a Planned Unit Development overlay would be the best planning process to utilize for review and possible approval of the project. A PUD overlay of the existing B-1, Neighborhood Business District zoning would allow the necessary flexibility in zoning regulation that this project requires to be successful.

The application process for a PUD involves three steps:

- 1) An optional pre-application meeting/workshop to discuss appropriateness of the PUD concept and solicit feedback. In this case, City staff have been meeting with the applicant over a number of months reviewing, modifying and determining the best course forward.
- 2) Planning Commission review of Preliminary PUD Site Plan with a Public Hearing. The Planning Commission then makes a recommendation on the Preliminary PUD Site Plan to the City Council. The City Council reviews the recommendation of the Planning

Commission and takes action on the Preliminary PUD Site Plan. Approval of the Preliminary PUD Site Plan by the City Council confers upon the applicant the right to proceed through the next review phase.

- 3) The applicant submits detailed Final PUD Site Plans and a review is scheduled at a meeting of the Planning Commission. The Planning Commission shall then review the Final PUD and shall approve, deny or approve with conditions. If approved, the applicant can then submit the project for the necessary building permits.

Public Hearing and PUD Overlay Preliminary Site Plan Review

A Public Hearing has been scheduled to receive public comment on the proposed PUD Overlay and Preliminary PUD Site Plan. To better understand why this planning process is being considered it is useful to review portions of the PUD Section (Article 5, Division 2) of the Zoning Ordinance that specifically relate to this project:

From Section 520 Intent:

a. The Planned Unit Development (PUD) standards are a supplementary list of "overlay" zoning standards which apply to properties simultaneously with one (1) of the other zoning districts established in this Ordinance, hereinafter referred to as the "underlying" zoning district. For properties approved for PUD designation, these PUD standards replace the schedule of regulations listed for the underlying zoning district.

b. The PUD standards are provided as a design option, intended to permit flexibility in the regulation of land development; to encourage innovation in land use, form of ownership (such as condominiums), and variety in design, layout, and type of structures constructed; to achieve economy and efficiency in the use of land; to preserve significant natural, historical, and architectural features and open space; to promote efficient provision of public services and utilities; to minimize adverse traffic impacts; to provide better housing, employment, and shopping opportunities particularly suited to residents of the City; to encourage development of convenient recreational facilities; and to encourage the use and improvement of existing sites when the uniform regulations contained in other zoning districts alone do not provide adequate protection and safeguards for the site or its surrounding areas.

d. In order to encourage PUD developments on specific properties, these standards relax or waive one (1) or more of the dimensional requirements of the underlying district...

The Planning staff in review of this project believe that it meets the intent section of Article 5, Division 2, Planned Unit Development (PUD) Overlay.

In addition, to qualify for PUD approval the applicant must demonstrate the following criteria are met (Section 523):

a. Demonstrated Benefit. The PUD shall provide one (1) or more of the following benefits not possible under the requirements of another zoning district, as determined by the Planning Commission:

- 1. Preservation of significant natural or historic features.*
 - 2. A complementary mixture of uses or a variety of housing types.*
 - 3. Common open space for passive or active recreational use.*
 - 4. Mitigation to offset community impacts.*
 - 5. Redevelopment of a nonconforming site where creative design can address unique site constraints.*
 - 6. Implementation of a significant component of the Oak Park Master Plan.*
- b. Availability and Capacity of Public Services. The proposed type and density of use shall not result in an unreasonable increase in the use of public services, public facilities, and utility capacities.*
 - c. Compatibility with the Master Plan. The proposed PUD shall be compatible with the overall goals and recommendations as proposed in the City of Oak Park Master Plan.*
 - d. Compatibility with the PUD Purpose. The proposed PUD shall be consistent with the purpose of Section 535 and spirit of this Ordinance.*
 - e. Development Impact. The proposed PUD shall not impede the continued use or development of surrounding properties for uses that are permitted in this Ordinance.*
 - f. Unified Control of Property. The proposed PUD shall be under single ownership or control such that there is a single entity having responsibility for completing the project in conformity with the PUD regulations. This provision shall not prohibit a transfer of ownership or control, provided that notice of such transfer is provided to the City.*

The Planning staff in review of this project believe that it achieves the following *Demonstrated Benefits* while also meeting the other listed criteria:

- A complementary mixture of uses or a variety of housing types.*
- Common open space for passive or active recreational use.*
- Redevelopment of a nonconforming site where creative design can address unique site constraints.*
- Implementation of a significant component of the Oak Park Master Plan.*

Preliminary PUD Site Plan Review

The review of the proposed Preliminary PUD Site Plan is the key component for approval of the Planned Unit Development (PUD) Overlay. Areas where the proposed Preliminary PUD Site Plan deviate from the Zoning Ordinance requirements for the B-1 District will be identified as each component of the Site Plan is reviewed.

As stated earlier, an application for a Preliminary PUD Overlay Site Plan for a 30 unit, three story apartment building, at 8775 Nine Mile Road has been submitted. The Site Plan identifies a combination of one bedroom and studio housing types within the apartment building.

The underlying Zoning for the project is B-1, Neighborhood Business District. This zoning district permits by right, upper floor residential dwellings with a two story building maximum. The Site Plan shows three stories of residential dwelling. This deviation from the B-1

requirements may be approved as part of the PUD Overlay by the City Council on recommendation of the Planning Commission. The rationale for this proposed modification is that it will permit a new compatible housing type (TOD) on a site with development constraints due to its size (0.45 acres). The building meets all other setback requirements of the B-1, Neighborhood Business District.

A new feature of the recently adopted Zoning Ordinance is Architectural Building Standards (Article 3, Division 2). The project meets the General Architectural Standards outlined in Section 333. Because this development is a hybrid, the architectural standards from a number of building types had to be employed:

- 1) The project meets the Residential building type standard regarding a minimum of 25% fenestration (windows & doorways) on the primary façade by providing 28% fenestration on the primary façade.
- 2) The project meets the Residential building type standard regarding building materials using a combination of brick veneer, steel planks, stucco & vinyl siding.
- 3) The project meets the Multiple-Family Dwelling building type standard regarding a visually prominent and easily recognizable primary entrance. This center building corridor also provides easy access to the apartment units' entrance doors and bike storage areas in the rear of the building.
- 4) The project does not meet the Multiple-Family Dwelling building type standard of 200 square foot of usable open space for each dwelling unit by providing only 1,893 square feet of usable open space. However, the proposed project is on the City's new linear parkway which provides a dedicated bike lane with access to a number of pocket parks.
- 5) The project meets the Multiple-Family Dwelling building type standard regarding the location of driveways and parking in the side or rear yards.

The Zoning Ordinance parking provisions require 1.5 parking spaces per unit or 45 total parking spaces on site. The Site Plan shows 35 parking spaces. The applicant received a variance from the Zoning Board of Appeals for the parking space shortage. At that meeting the applicant noted that each apartment unit would only be allowed one vehicle per the lease and strictly enforced by management. Multiple-Family Residential developments are required (Section 408) to provide one bike parking space for every 20 units or in this case 1.5 bike parking spaces. The Site Plan identifies 26 enclosed bike spaces and six exterior bike spaces.

Traffic circulation through the development is provided by a two-way, twenty-two-foot-wide drive on the west side of the property. The presented design is satisfactory. Note that the project relies on the City granting surface use of a twenty-foot-wide public alley on the west and southern sides of the property. The surface use of the alley has no functional value except for the applicant's project. The City is presently working with the applicant to determine the most appropriate legal method to allow for the alley's surface use by the project.

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

As required by the Zoning Ordinance (Section 446), the proposed Site Plan includes a six-foot-high vinyl privacy fence along the rear property line adjacent to the single family residential area. This type of screening is consistent with the screening method used in these types of development throughout the City.

The application submittal includes a detailed landscaping plan with a good variety of trees (Red Pine, White Oak & Honey locust) and shrubs (Yews and Arborvitae) with the remainder non-hard surfaced areas grass. A note on the landscaping plan indicates an underground automatic irrigation system will be included as required by the Zoning Ordinance (Section 447). Both interior landscape area and parking landscape area minimum requirements are exceeded.

A screened dumpster enclosure is located in the southwest corner of the development. The dumpster enclosure detail is shown on the Site Plan and is acceptable.

There is no indication on the elevation or Site Plan of any proposed rooftop or ground located mechanical equipment. Any proposed ground or rooftop mechanical equipment will need to be screened as required by the Zoning Ordinance (Section 318).

There is no outdoor parking lot lighting indicated on the proposed Site Plan. Any proposed outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic (Section 494).

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

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

- 1) Plans for the proposed storm water management system will need to be reviewed and approved by the Engineering Division as part of a Land Improvement permit.
- 2) All proposed roof top or ground level mechanical equipment must be screened as required by the Zoning Ordinance (Section 318).
- 3) Any proposed outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic (Section 494).
- 4) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.
- 5) The applicant is required to reach a mutually acceptable agreement with the City for use of the public alley for parking.

Name of Proposed Development:

8775 W Nine Mile Apartment Building

Property Address/Sidwell # and/or Legal Description:

8775 W. Nine Mile Road

25-33-101-006 and 25-33-101-026

Proposed Land Use (detailed description):

The proposed development is a 30 unit, 3 story apartment building.

Owner Name: Sam Barash

Owner Address: 8980 W. Nine Mile Road

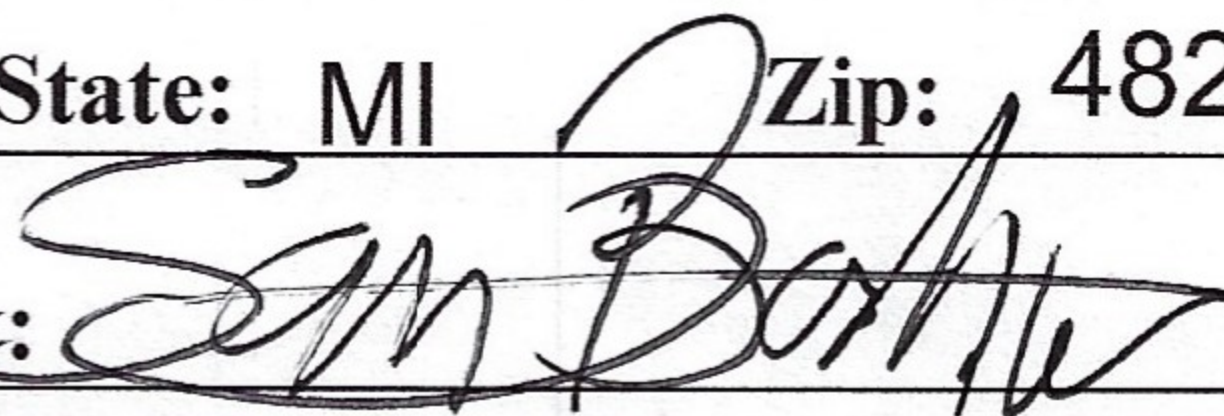
City: Oak Park

State: MI

Zip: 48237

Phone:

Signature of Owner of Property:



Print Name: Sam Barash

Applicant Name and Role: The Ferlito Group, Developer

Applicant Address: 440 Selden Street

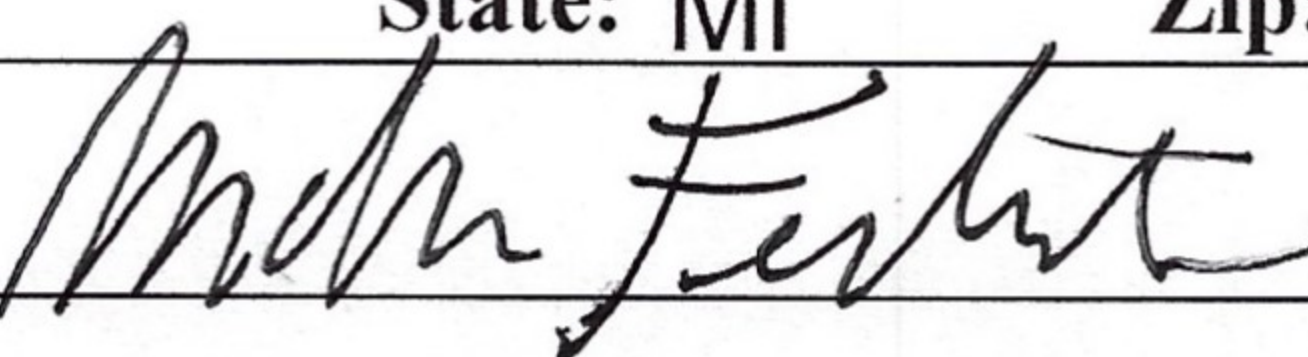
City: Detroit

State: MI

Zip: 48201

Phone: 586-242-0169

Signature of Applicant:



Print Name: Michael Ferlito

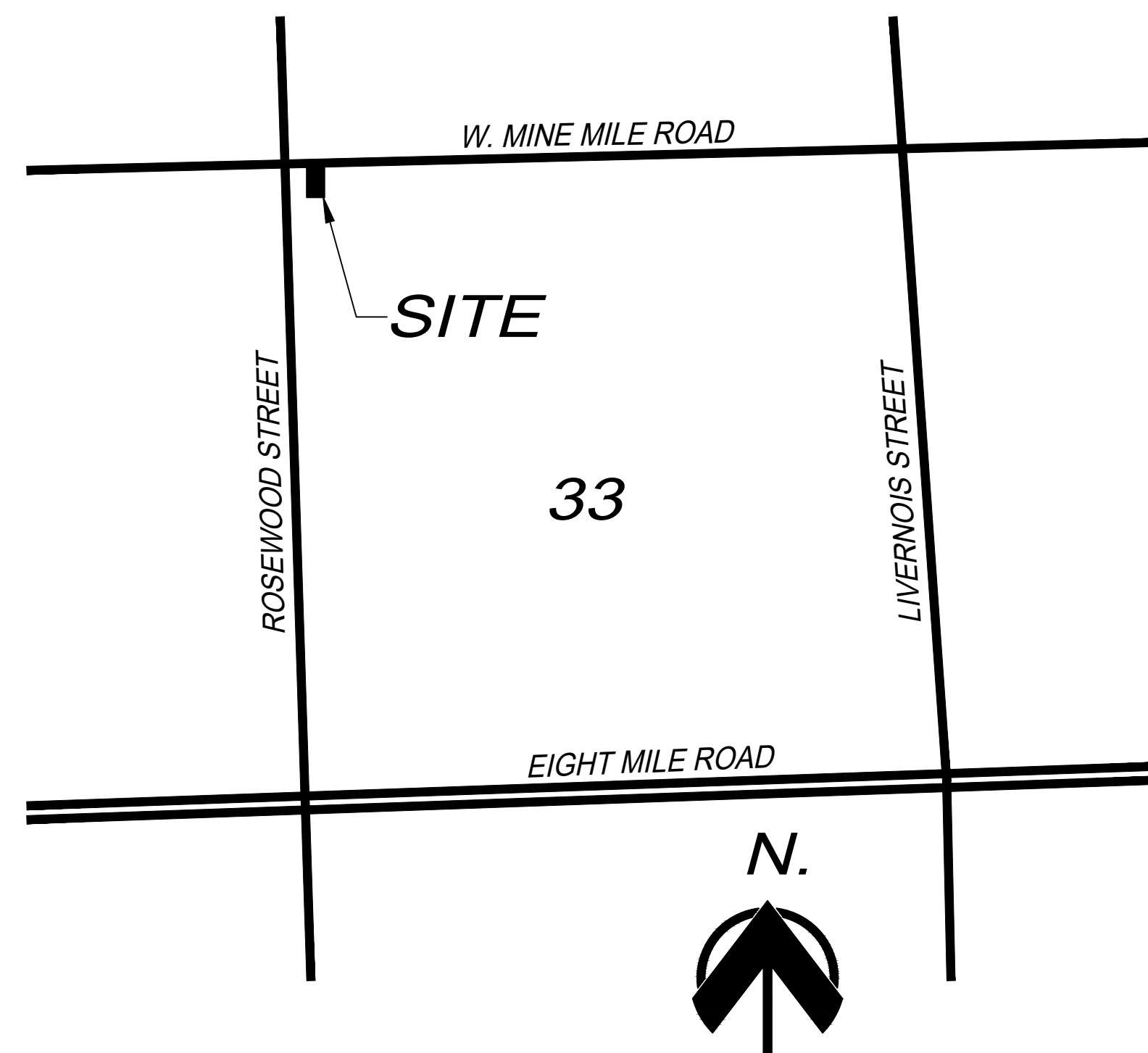
Email Address:

mike@ferlitogroup.com

Proposed Apartment Project

The Ferlito Group

8775 W. Nine Mile Road, Michigan 48237



SHEET INDEX:

SITE PLANS:

1. AS100 - ARCHITECTURAL SITE PLAN
2. ALTA / NSPS LAND TITLE SURVEY
3. LS100 - LANDSCAPE PLAN

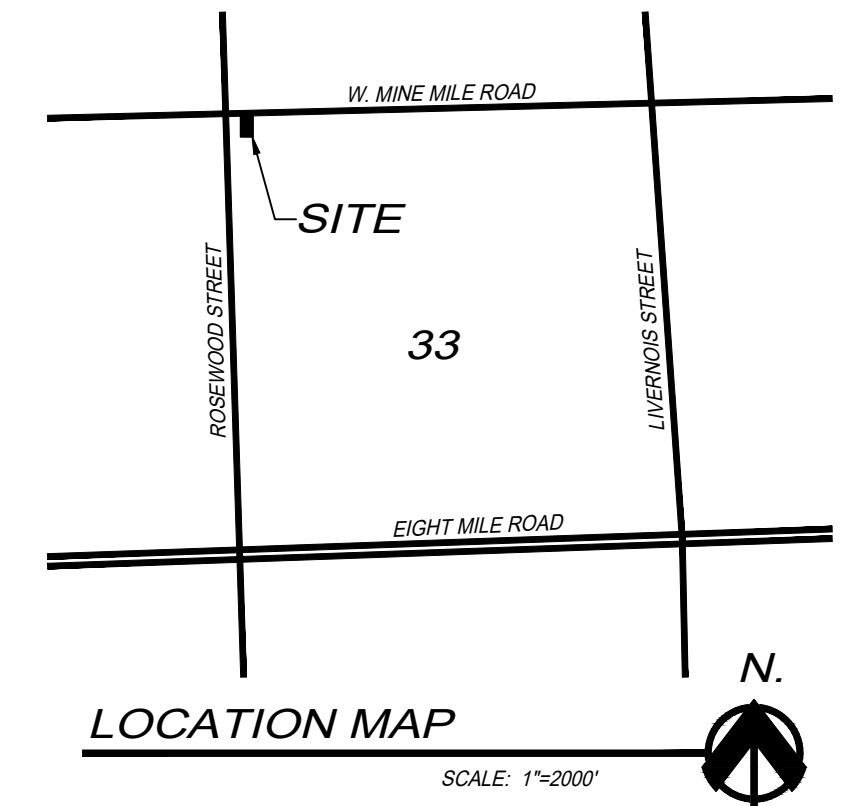
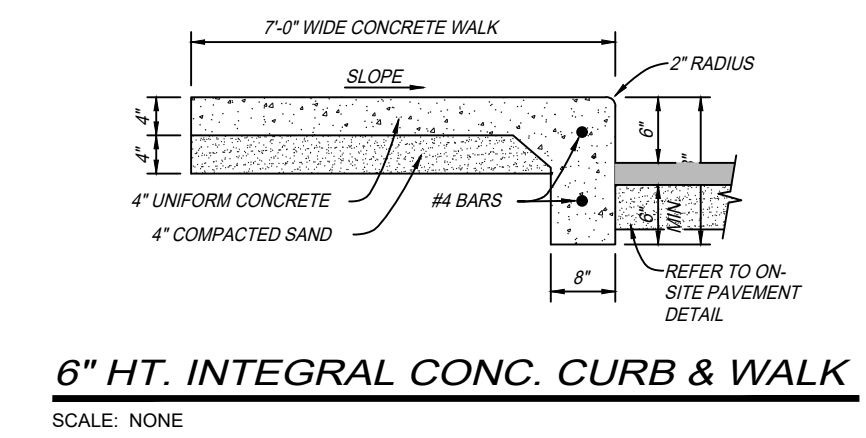
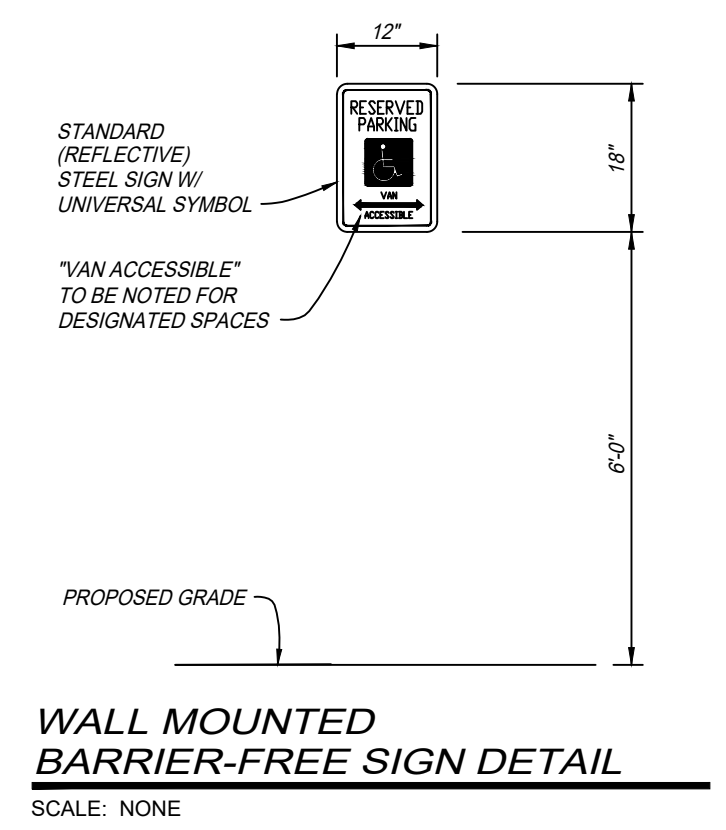
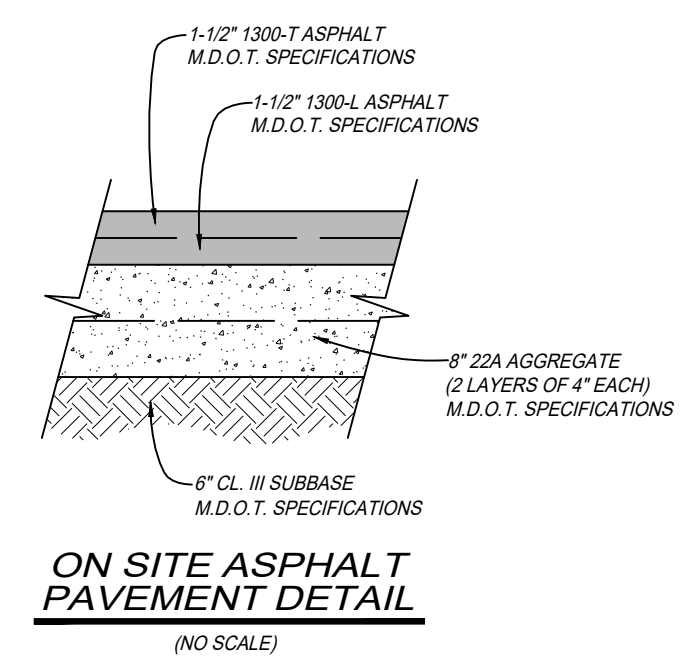
ARCHITECTURAL PLANS:

4. A100 - LEVEL 1 AND 2 FLOOR PLANS
5. A101 - LEVEL 2 FLOOR PLAN
5. A300 - BUILDING ELEVATIONS
6. A301 - BUILDING ELEVATIONS

June 03, 2021

PUD Site Plan Approval Submission

	AREA OF BUILDING FOOTPRINT
	AREA OF CONCRETE PAVING
	AREA OF ASPHALT PAVING
	AREA OF 20' ALLEY- TO BE VACATED
	AREA OF USABLE OPEN SPACE



PARCEL ADDRESS: 8775 W. NINE MILE RD / VACANT W. NINE MILE RD
PARCEL SIZE: 0.45 ACRES (19,614 SQUARE FEET) - COMBINED
0.093 ACRES (4,071.67 SQUARE FEET) - PUBLIC ALLEY
ZONING: CITY OF OAK PARK
(EXISTING): B-1 (NEIGHBORHOOD BUSINESS DISTRICT)
(PROPOSED REZONING): RM-1 (MULTI-FAMILY RESIDENTIAL DISTRICT)

- DWELLING UNIT MAKEUP-30 UNITS**
-
- 1ST LEVEL**
- (7) STUDIO UNITS (450 SF)
 - (1) ADA STUDIO UNITS (450 SF)
 - (2) STUDIO UNITS (381 SF)
- 2ND LEVEL**
- (10) 1 BEDROOM UNITS (602 SF)
- 3RD LEVEL**
- (10) 1 BEDROOM UNITS (602 SF)

LAND IN THE CITY OF OAK PARK, COUNTY OF OAKLAND, STATE OF MICHIGAN

— LOTS 42, 43, 44, 45 AND 46, ALSO 1/2 OF VACATED ALLEY ADJACENT TO SAME AND LOTS 47, 48, 49 AND 50, FERNDALE-WYOMING SUBDIVISION, AS RECORDED IN LIBER 36, PAGE 17 OF PLATS, OAKLAND COUNTY RECORDS.

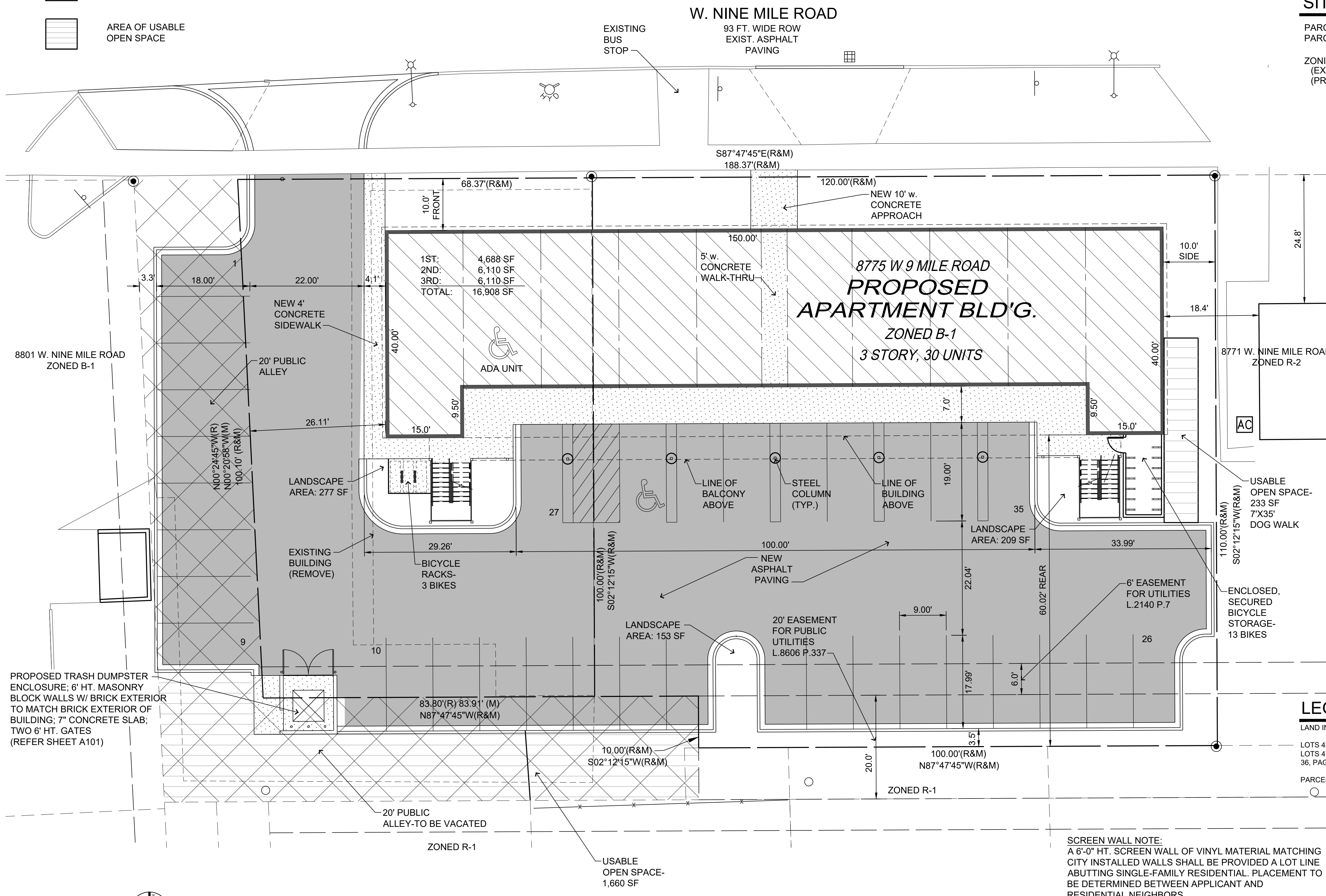
PARCEL IDS: 25-33-101-006 AND 25-33-101-026

The locations of existing underground utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.

3 WORKING DAYS
**BEFORE YOU DIG
 CALL MISS DIG**
 1-800-482-7171
*(TOLL FREE) for the location
 of underground utilities*



The contractor shall be responsible for adhering to all applicable local, state, and federal standards, specifications, and guidelines for construction.



SCREEN WALL NOTE:
A 6'-0" HT. SCREEN WALL OF VINYL MATERIAL MATCHING CITY CITY INSTALLED WALLS SHALL BE PROVIDED A LOT LINE ABUTTING SINGLE-FAMILY RESIDENTIAL. PLACEMENT TO BE DETERMINED BETWEEN APPLICANT AND RESIDENTIAL NEIGHBORS.

SCALE: 1" = 10.0'



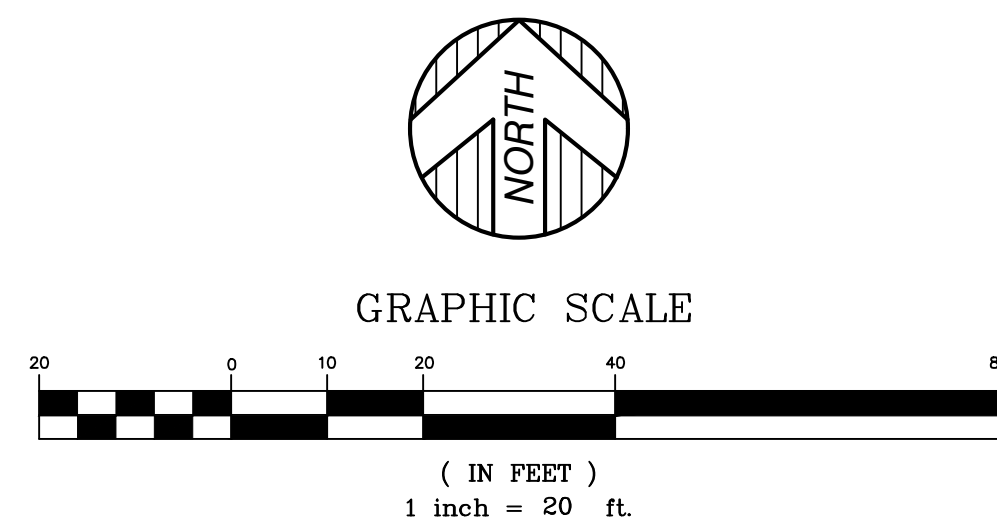
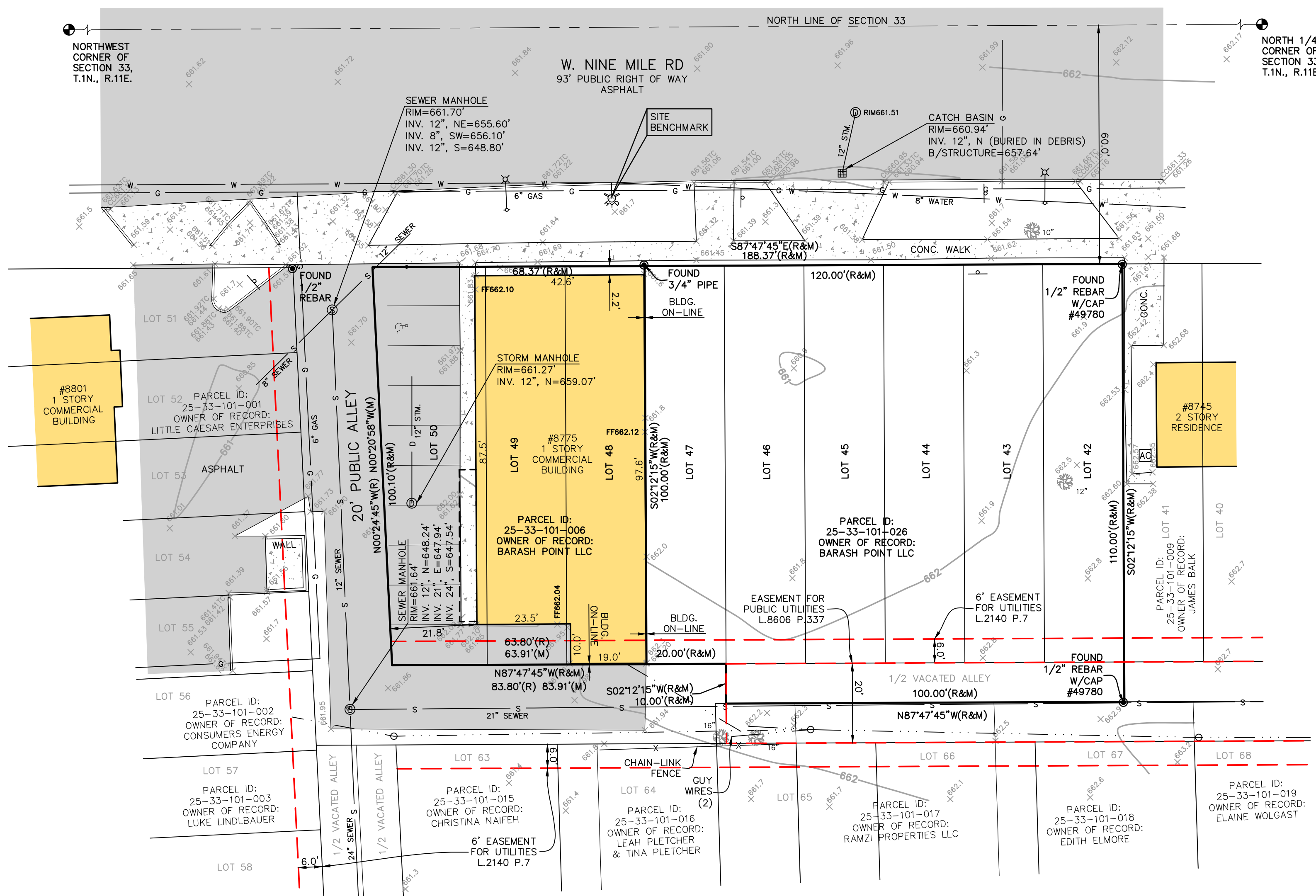
HANDICAP PARKING = 1 STALLS
STANDARD PARKING = 8 STALLS

19.614± SQUARE FEET = 0.450± ACRES

SOUTH 87°47'45" EAST, BEING THE SOUTH RIGHT OF WAY OF W. 9 MILE RD AND NORTH LINE OF SECTION 33, AS PLATTED.

ARROW ON FIRE HYDRANT.
ELEVATION = 664.12' (NAVD 88)

	FOUND MONUMENT (AS NOTED)
	FOUND SECTION CORNER (AS NOTED)
	RECORD DIMENSION
	MEASURED DIMENSION
	GROUND ELEVATION
	UTILITY POLE
	LIGHT POLE WITH STREET LAMP
	SEWER MANHOLE
	SQUARE CATCH BASIN
	STORM DRAIN MANHOLE
	FIRE HYDRANT
	AIR CONDITIONING UNIT
	SINGLE POST SIGN
	HANDICAP PARKING
	DECIDUOUS TREE (AS NOTED)
	PARCEL BOUNDARY LINE
	PLATTED LOT LINE
	ADJOINER PARCEL LINE
	SECTION LINE
	EASEMENT (AS NOTED)
	BUILDING
	BUILDING OVERHANG
	ASPHALT CURB
	CONCRETE CURB
	PARKING
	EDGE OF CONCRETE (CONC.)
	EDGE OF ASPHALT (ASPH.)
	FENCE (AS NOTED)
	WALL (AS NOTED)
	OVERHEAD UTILITY LINE
	GAS LINE
	SEWER LINE
	STORM LINE
	WATER LINE
	MINOR CONTOUR LINE
	MAJOR CONTOUR LINE
	BUILDING AREA
	ASPHALT
	CONCRETE



LAND IN THE CITY OF OAK PARK, COUNTY OF OAKLAND, STATE OF MICHIGAN

LOTS 42, 43, 44, 45 AND 46, ALSO 1/2 OF VACATED ALLEY ADJACENT TO SAME AND LOTS 47, 48, 49 AND 50, FERDALE-WYOMING SUBDIVISION, AS RECORDED IN LIBER 36, PAGE 17 OF PLATS, OAKLAND COUNTY RECORDS.

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT No. C-166376, DATED JANUARY 6, 2021, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

13. EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE AS RECORDED IN
LIBER 2140, PAGE 7, OAKLAND COUNTY RECORDS. (AS SHOWN)

14. BUILDING AND USE RESTRICTIONS AS CONTAINED IN INSTRUMENT(S) RECORDED IN LIBER 2140, PAGE 7, OAKLAND COUNTY RECORDS. (SEE DOCUMENT FOR TERMS AND CONDITIONS)

15. EASEMENT FOR PUBLIC UTILITIES OVER THE VACATED PORTION OF ALLEY, AS CONTAINED IN RESOLUTION RECORDED IN LIBER 8606 PAGE 337, OAKLAND COUNTY RECORDS.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS CLOSELY AS PRACTICALLY FEASIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

TO FIDELITY NATIONAL TITLE INSURANCE COMPANY; CHIRCO TITLE AGENCY, INC.; AND FERLITO GROUP, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDED ITEMS 2, 4, 5, 7A, 8, 9, AND 11 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 03/17/21.

DATE OF PLAT OR MAP: 03/25/21

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemtec-survey.com

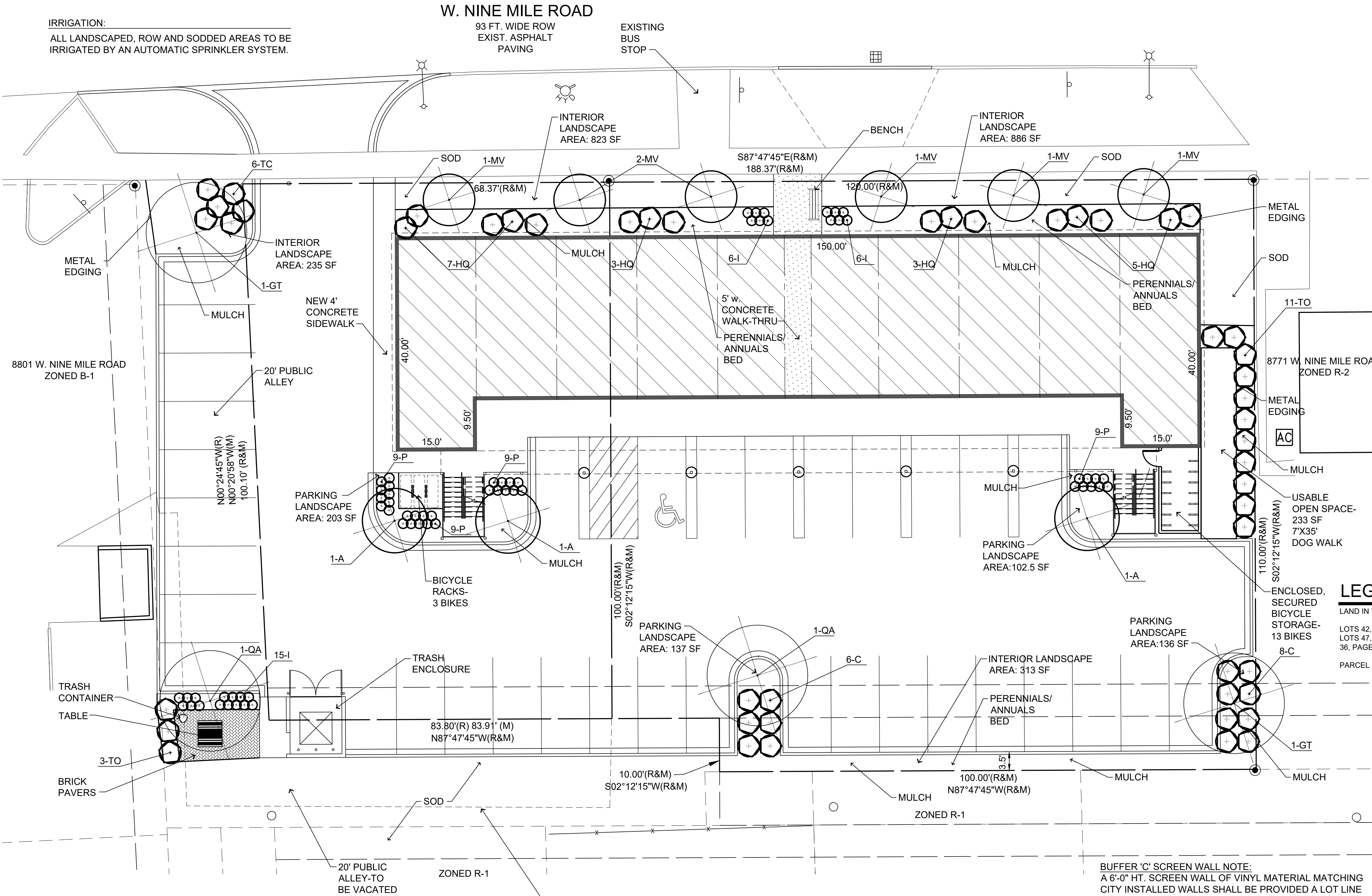
[illegible]

PLANT LIST

SYM.	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOTS	COMMENTS
A	3	Amelanchier laevis	Allegheny Serviceberry	10' Ht.	B&B	Multistem
AN	160	Perennials / Annuals	Annuals	24 Cell	Flat	Plant 6" O.C.
C	14	Calamagrostis 'Cheju-Do'	Dwarf Feather Reed Grass	1 Gal.	Container	Plant 36" O.C.
HQ	16	Hydrangea quercifolia	Oakleaf Hydrangea	24"-30"	Container	Plant 48" O.C.
I	27	Imperata Cylindrica 'Rubra'	Japanese Red Baron Blood Grass	1 Gal.	Container	Plant 18" O.C.
P	27	Panicum Virgatum	Switch Grass	1 Gal.	Container	Plant As Shown
QA	2	Quercus alba	White Oak	2" Cal	B&B	Plant As Shown
TC	6	Taxus cuspidata 'Monloo'	Emerald Spreader Japanese Yew	24"-30"	B&B	Plant 36" O.C.
GT	2	Gleditsia Triacanthos	Honey Locust, Shademaster	2" Cal.	B&B	Plant As Shown
MV	6	Malus 'Velevetcoale'	Velvet pillar crabapple	8' Ht.	B&B	Plant As Shown
TO	14	Thuja occidentalis 'Dark Green'	Dark Green Arborvitae	6'-7' Ht.	B&B	Plant 20" O.C.



IRRIGATION:
ALL LANDSCAPED, ROW AND SODDED AREAS TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.



INTERIOR LANDSCAPE SPACE REQUIREMENTS
REQUIRED:
10% SF OF TOTAL LOT AREA
19,614 SF x 10% = 1,961.40 SF
AND
(1) 2" CAL. SHADE TREE OR (1) 5' TALL EVERGREEN
PER EVERY 400 SF LANDSCAPE AREA = 5 TREES
AND
(2) 18" HT. SHRUBS EVERY 400 SF LANDSCAPE AREA
= 10 SHRUBS

PROVIDED:
2,257 SF WITH 7 SHADE TREES
AND
16 SHRUBS

PARKING LANDSCAPE SPACE REQUIREMENTS
REQUIRED:
10 SF PER PARKING SPACE
35 PARKING SPACES x 10 SF = 350 SF
AND
(1) 2" CAL. SHADE TREE PER EVERY 100 SF
LANDSCAPE AREA = 4 TREES

PROVIDED
580.5 SF WITH (5) 2" CAL. SHADE TREES

USABLE OPEN SPACE PROVIDED:
1,893 SF

LEGAL DESCRIPTION:

LAND IN THE CITY OF OAK PARK, COUNTY OF OAKLAND, STATE OF MICHIGAN

LOTS 42, 43, 44, 45 AND 46, ALSO 1/2 OF VACATED ALLEY ADJACENT TO SAME AND
LOTS 47, 48, 49 AND 50, FERDALE-WYOMING SUBDIVISION, AS RECORDED IN LIBER
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PARCEL IDS: 25-33-101-006 AND 25-33-101-026

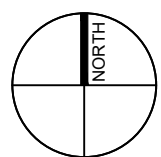
BUFFER 'C' SCREEN WALL NOTE:
A 6'-0" HT. SCREEN WALL OF VINYL MATERIAL MATCHING
CITY INSTALLED WALLS SHALL BE PROVIDED A LOT LINE
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CONTRACTOR'S NOTE

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1/LS100 landscape plan

SCALE: 1" = 10.0'

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Bmk
DESIGN+PLANNING

Bmk DESIGN + PLANNING, LLC
54048 Mound Road - Shelby Township - Michigan - 48316
Ph 248.303.1446
kmb@bmkdp.com

PROJECT:

Proposed
Apartment Project
8775 W. Nine Mile Road
Oak Park, MI 48237

CLIENT:

The Ferlito Group
440 Selden Street
Detroit, MI 48201

PUD PLAN SUBMITTAL	06/03/2021
ZBA SUBMITTAL-REVISED	05/21/2021
ZBA SUBMITTAL	05/06/2021
CONCEPT SITE DESIGN REVIEW	04/28/2021
DESCRIPTION	DATE

SHEET TITLE:

LANDSCAPE
PLAN

PROJECT NUMBER:
2021-108

DRAWN BY:
KMB

CHECKED BY:
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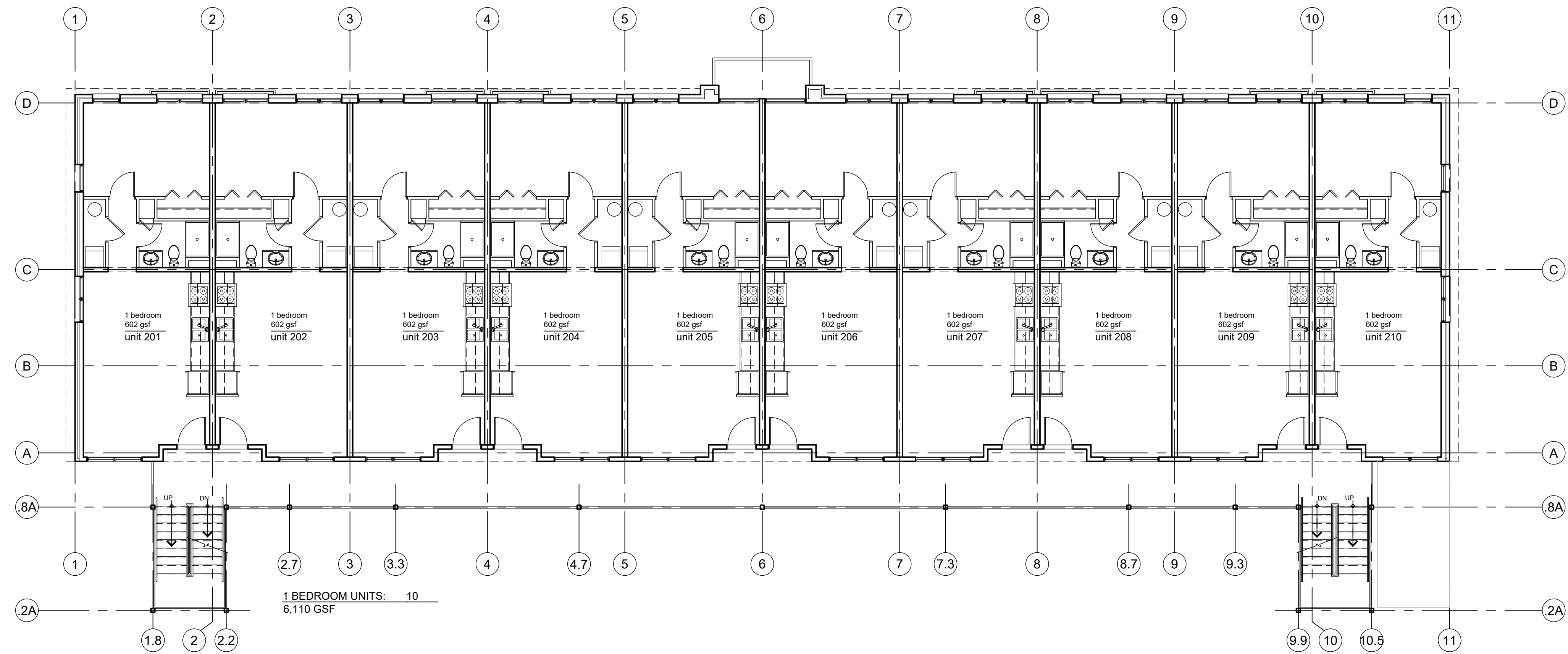
SHEET NUMBER:

LS100

Permit No.:

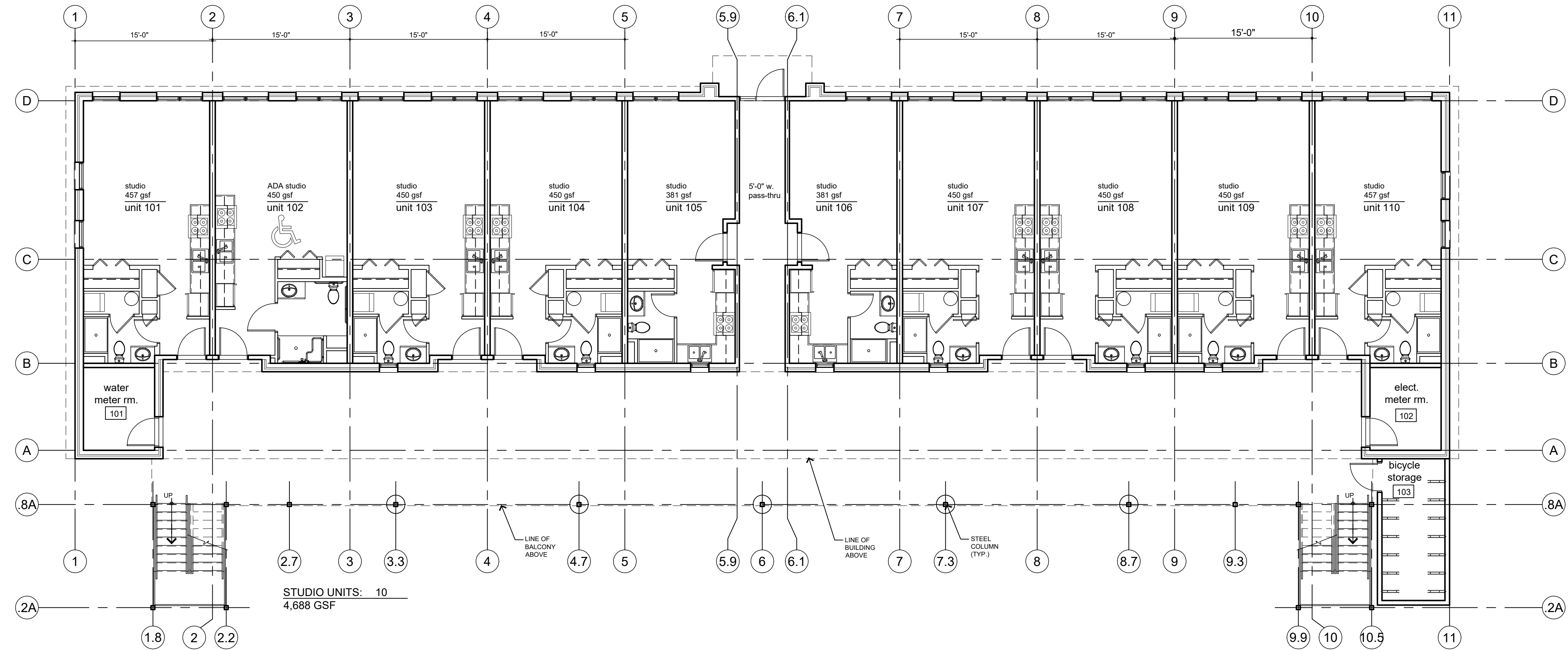
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ZBA SUBMITTAL-REVISED	05/21/2021
ZBA SUBMITTAL	05/06/2021
CONCEPT SITE DESIGN REVIEW	04/28/2021
DESCRIPTION	DATE

SHEET TITLE:	LEVEL 1 / 2 FLOOR PLANS
PROJECT NUMBER:	2021-108
DRAWN BY:	KMB
CHECKED BY:	--
SHEET NUMBER:	



 2/A100 level 2 overall floor plan

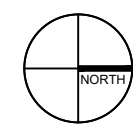
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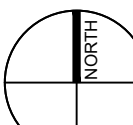
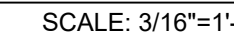
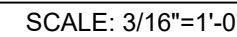
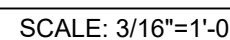
 1/A100 level 1 overall floor plan

3'-4 7/8"

SCALE: 1/8" = 1'-0"



SCALE: 3/16"=1'-0"



SCALE: 1/8" = 1'-0"

CLIENT:

440 Selden Street
Detroit, MI 48201

PUD PLAN SUBMITTAL	06/03/2021
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ZBA SUBMITTAL-REVISED

ZBA SUBMITTAL	05/06/2021
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CONCEPT SITE DESIGN REVIEW	04/28/2021
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DESCRIPTION	DATE
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SHEET TITLE

PROJECT NUMBER:
2021-108

DRAWN BY:

KMB

CHECKED BY:

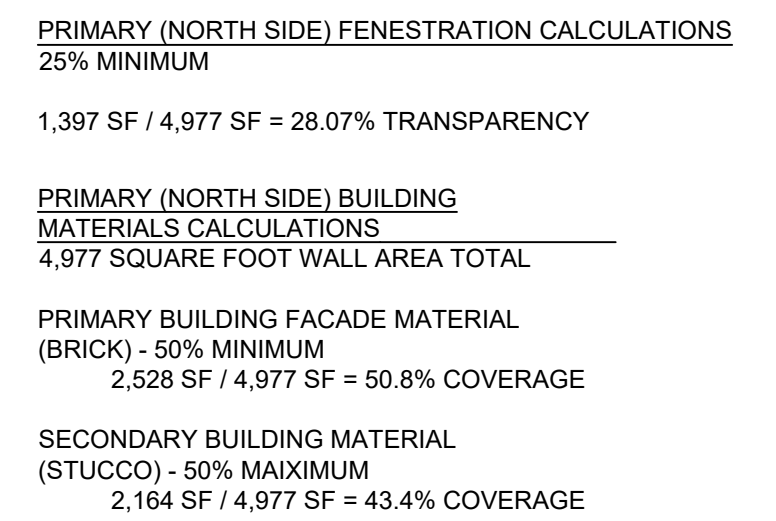
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Permit No.:

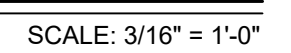
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ZBA SUBMITTAL-REVISED	05/21/2021	
ZBA SUBMITTAL	05/06/2021	
CONCEPT SITE DESIGN REVIEW	04/28/2021	
DESCRIPTION	DATE	

SHEET TITLE:
EXTERIOR ELEVATIONS
PROJECT NUMBER: 2021-108
DRAWN BY: KMB
CHECKED BY: --
SHEET NUMBER:

Permit No.:



SCALE: 3/16" = 1'-0"



1/A300 north (front) elevation - w. nine mile

BUILDING HEIGHT NOTE:
BUILDING HEIGHT IS DIMENSIONED IN ACCORDANCE WITH THE DEFINITION AS PROVIDED IN THE CITY OF DETROIT ZONING ORDINANCE SECTION 61-16-101.

ROOF TOP MECHANICAL EQUIPMENT NOTE:
EXTENT OF MECHANICAL EQUIPMENT ON ROOF IS NOT YET DETERMINED. ANY EQUIPMENT PROPOSED ON THE ROOF SHALL BE SCREENED IN ACCORDANCE TO ORDINANCE REQUIREMENTS.

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DESIGN+PLANNING

Bmk

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54048 Mound Road - Shelby Township - Michigan - 48316

Ph 248.303.1446

kmb@bmkdp.com

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Proposed

Apartment Project

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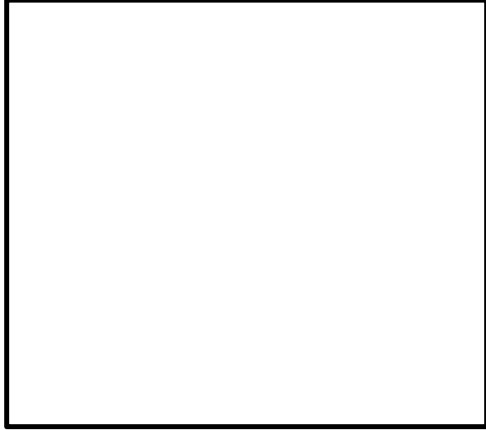
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The Ferlito Group

440 Selden Street

Detroit, MI 48201

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ZBA SUBMITTAL	05/06/2021
CONCEPT SITE DESIGN REVIEW	04/28/2021
DESCRIPTION	DATE



SHEET TITLE:
EXTERIOR ELEVATIONS

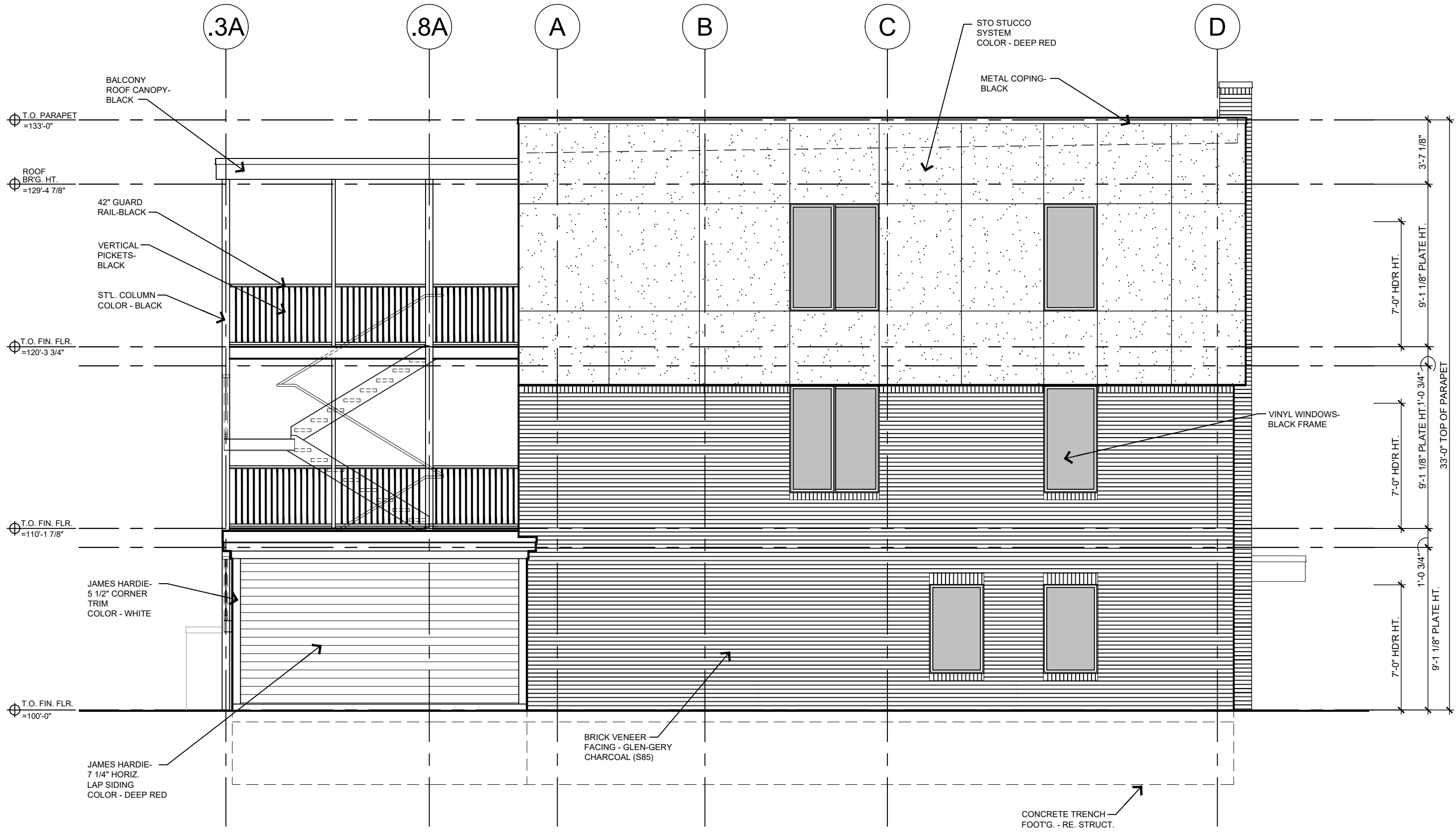
PROJECT NUMBER:
2021-108

DRAWN BY:
KMB

CHECKED BY:
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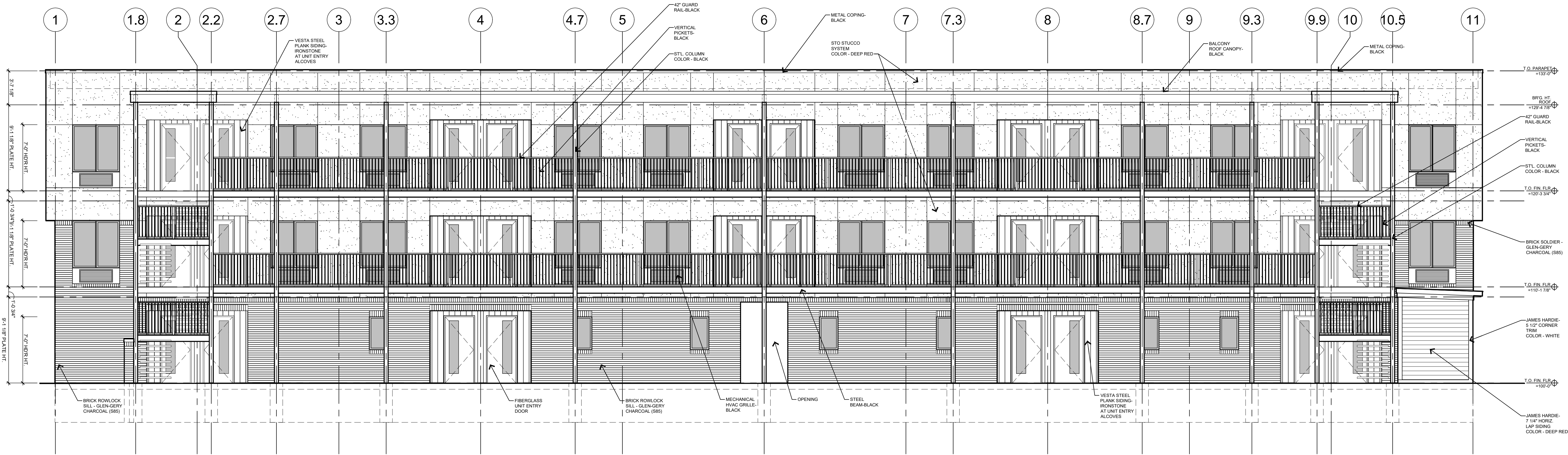
SHEET NUMBER:
A301

Permit No.:



2/A301 east (left) elevation

SCALE: 3/16" = 1'-0"



1/A301 south (rear) elevation

SCALE: 3/16" = 1'-0"

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

Today's Date: 6/15/21

Applicant Information

Applicant/Business Name: Rensselaer Block Club, c/o Julie Miller

Applicant/Business Address: 24221 Rensselaer

Phone number: 248-5429086 E-Mail Address: julie.h.miller@wayne.edu

Relation of applicant to business: Organizer

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

Owner Information

Owner or manager of site: N/A Phone: Same as above

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: August 21, 2021 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: Rensselaer, between Northfield and Townhouse Apartment Complex

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

Nature, purpose, and detailed description of event: _____

Annual block party for neighbors living on this block of Rensselaer

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

If yes, please describe how so: Open to all of the people living on this block

Estimated number of people attending event? 40 Hours of Event: 6:00 p.m. - 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 parade require streets to be blocked off? ☐ Yes ☐ No

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

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

Food Services

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

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

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

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

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

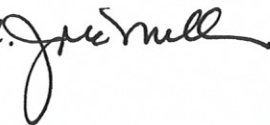
Will tent(s) be used at the event? ☐ Yes ☒ No, if yes, please state size(s) of tent:

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.

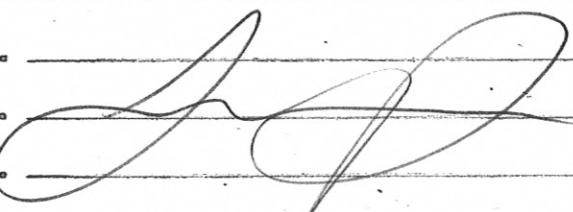
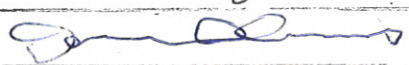
The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application 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.

We respectfully request that this fee be waived. 

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 5PM to 10PM on Saturday, August 21, 2021.

NAME AND RENSSELAER ADDRESS (NUMBER ONLY)

1.		24321	N O R T H W E S T S I D E
2.		24311	
3.		24291	
4.		24271	
5.	David H Davis	24261	
6.		24251	
7.	Deoniz Spencer	24247	
8.	Michelle Sims	24245	
9.	Misha Johnson	24241	
10.	Kanise Smith	24231	
11.	Joe Miller	24221	
12.	Katherine Feldman	24211	
13.	Doris Stevens	24201	
14.	Byron	24320	N O R T H E A S T S I D E
15.		24310	
16.		24300	
17.	Regnette Bowman	24290	
18.	DeShawn James	24270	
19.		24260	
20.		24250	
21.		24240	
22.		24230	
23.		24220	
24.		24210	
25.		24200	
26.	Mal	24301	

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Julie Miller, Rensselaer Block Club
Block Party
24221 Rensselaer
DATE: August 21, 2021 at 6:00 pm – 10:00 pm

<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>	Regular Patrol	NA	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	Drop off / Pick up barricades	1 hour	-
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee waiver requested

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

Today's Date: 6.15-21

Applicant Information

Applicant/Business Name: FIRST BAPTIST Church of Oak Park

Applicant/Business Address: 24201 Coolidge Hwy

Phone number: 248.398.0770 E-Mail Address: ALM8974@ATT.NET

Relation of applicant to business: MEMBER - 248-968-6529

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

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: SEPT. 4, 2021 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: 24201 Coolidge Hwy

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

Nature, purpose, and detailed description of event: OUT REACH for the COMMUNITY, GAMES, BOUNCE HOUSE, PETTING FARM

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

If yes, please describe how so: OUT REACH

Estimated number of people attending event? 150 Hours of Event: 11:00AM - 4:00PM

Are you requesting to have a parade? ☐ Yes ☒ No

If yes, please attach a map of the parade route

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

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

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

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

Food Services

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

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

234-780-5800

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.

*Please
Wave
Fee*

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

ss

County of _____

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

My Commission expires: _____
Notary Public

fully transferable to any animal event type. If you have reserved an item from our "party extras" section of our web site, ie: character, train, moonbounce, carnival equipment, we charge a \$50 cancellation fee. Note: During the busy seasonal months of June through October, we are often sold out weeks in advance. We will make every attempt to reschedule your event. However, we do not guarantee we will have availability on the day you are wishing to reschedule your event. We do not guarantee we will have availability on the day you are wishing to reschedule your event. * All rescheduled events will be subject to current prices and adjusted accordingly upon reschedule.

You must be rescheduled with the manager you were originally scheduled with to apply your deposit credit. You may not reschedule to a weekend party date (Saturday or Sunday) if your original reservation was on a weekday, you would need to make a new reservation and your deposit will not be applied.

ALL RESCHEDULE REQUESTS MUST BE MADE ONLINE - DO NOT CALL OUR RESERVATIONS OFFICE TO RESCHEDULE YOUR EVENT <https://www.chamberlinponyrides.com/reschedule-or-cancel-a-reservation>

CHAMBERLIN CANCELLATION: In the severely unlikely event that your scheduled event manager cancels due to illness, emergency, or otherwise uncontrollable situation, you will receive a full refund (reversal of credit card charge) of your paid deposit. There are no refunds or discounts once services are rendered.

CHANGES TO YOUR PARTY: You may make changes to your party up to 7 days prior to your event and we will credit you for changes made. Any changes made within 7 days of your event; we will not allow any credit for an activity that is taken away.

FREE "EXTRAS" GUARANTEE: We guarantee we will include the following free extras to make your party a memorable event: If we neglect to include any of the following free inclusions, we agree to refund a total of \$25 if we neglected to provide any of the free components. We may need to restrict the free inclusions if the children attending the party are damaging the equipment or causing harm to themselves or others including our animals. The equipment requires a minimum space to set up, if the client has not provided sufficient room to set up the equipment there will be no refund given. ** Please note: There will not be a credit issued if **you choose** not to have the "free" items.

- **Lawn games** - We will bring 1 lawn game. Please note exact game may vary and games are not attended by Chamberlin staff. Bean bag or ball toss, child horseshoe game, "Rope a Steer" - (Straw Bale, Steer head, ropes) for cowboy theme. Note: At large events (over 25 children) we may require an adult volunteer from your party to volunteer to supervise the games. Or, you may add a Chamberlin attendant (if available) for \$50 each hour.
- **Bubble machine** - Will stay on the duration of the party - unless it is necessary to shut it down to prevent damage to the machine or children due to unattended children. ** No refund will be given if the machine is being mistreated and removed by Chamberlin staff to keep it from being damaged.*
- **Ribbons or decorations on the pony or horse** - (as requested and specifically described in your invoice)
- **Food for the animals** - Please note if you have more than 20 children in the party, we will need to restrict the amount of food we provide for the animals. This is for the animal's safety.
- **Tent** - We include a 10 x 10 tent for the mini zoo and a 10 x 20 (or two 10 x 10) tents for the complete petting zoo. Please note, we do not set up the tent unless it's necessary in inclement weather, or if the client specifically requests it and it is noted on your invoice that you request it regardless of the weather. Please note we set up heated tents IF the temperature is below 40 degrees.
- **Tarp** - We include a tarp for inside events set up if noted on your invoice. Or if the client requests a tarp is put down to prevent soiling the concrete or lawn.
- **Music** - Please note the music we use is not intended to be heard throughout the entire party area. It is set up near the petting zoo or face paint and balloon area as background music and we use a small iPod or similar. * Note: *We require cell reception to run our music. If there is not good cell reception at your location, we will not credit you for missed music.*

INSURANCE FOR YOUR EVENT: You are automatically covered by our event managers insurance policy. If you are having your event in a nonresidential setting, i.e.: park, city properties, municipalities, schools we will cover basic additional insured. However, any additional legal descriptions that may require additional insurance coverage expense will be the client's responsibility.

SAFETY: It is the responsibility of our client to provide a safe event environment for our staff and animals. If we feel threatened at any time, we reserve the right to terminate the event and vacate the location immediately.

FINAL PAYMENT: Company policy requires our event managers to collect your balance in full (cash payment) **BEFORE** they offload the animals. Please have cash payment ready upon arrival.

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

First Baptist Church of Oak Park
Community Outreach Event
24201 Coolidge

DATE: September 4, 2021 at 11:00 am – 4:00 pm

<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>	Regular Patrol Possible Community Resource Officer	5	Overtime approx. \$360if community Resource in attendance
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	N/A	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee waiver requested

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

Today's Date: 6-17-2021

Applicant Information

Applicant/Business Name: Street Corner Music

Applicant/Business Address: 26020 Greenfield Rd

Phone number: 248-967-0777 E-Mail Address: 2contactscm@gmail.com

Relation of applicant to business: Owner / Operator

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

Owner Information

Owner or manager of site: Chris Flanagan Phone: 248-259-7864 Cell. (text is OK)

Names and addresses of partners or officers of corporation:
Chris Flanagan. 1150 Withington. Ferndale, MI. 48220

Event Information

Proposed date(s) of event: 7-17-2021 (saturday) Has this event been held previously? ☐ Yes ☐ No

Address or location of event: 26020 Greenfield

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

Nature, purpose, and detailed description of event: To sell phonograph records in a 15' by 15' open air tent for the annual nationwide event "Record Store Day" (recordstoreday.com).

PART ONE WAS IN JUNE (THIS IS PART 2 OF 2)

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

If yes, please describe how so: Customers will line up (in a socially distanced manner) to look at special merchandise (LP records) in the outdoor tent. Only 6 people allowed in tent at once. Masks required to participate.

Estimated number of people attending event? 75 Hours of Event: 9AM to 5PM

Are you requesting to have a parade? ☐ Yes ☒ No

If yes, please attach a map of the parade route

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

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

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

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

Food Services

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

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NONE

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:
15' by 15'

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

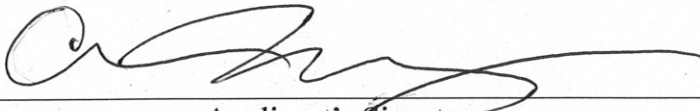
Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

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

Fee paid 6/22/22

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.

 CHRIS FLANAGAN
Applicant's Signature

State of Michigan

SS

County of _____

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

_____.

My Commission expires: _____
Notary Public

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Street Corner Music
“Record Store Day Part 2”
26020 Greenfield

DATE: July 17, 2021 at 9:00 am – 5:00 pm

<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>	Regular Patrol	NA	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	N/A	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee paid

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

Today's Date: _____

Applicant Information

Applicant/Business Name: _____

Applicant/Business Address: _____

Phone number: _____ E-Mail Address: _____

Relation of applicant to business: _____

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

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: _____ Has this event been held previously? ☐ Yes ☐ No

Address or location of event: _____

Is this a City owned park? _____

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

Nature, purpose, and detailed description of event: _____

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

If yes, please describe how so: _____

Estimated number of people attending event? _____ Hours of Event: _____

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

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

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

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

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

Food Services

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

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: _____

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

ss

County of _____

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

My Commission expires: _____
Notary Public

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

East Oak Park Block Club

Ice Cream Social

Best Park

DATE: August 7, 2021 at 12:00 pm – 2:00 pm

<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	
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety will be in attendance serving ice cream to the residents.	2 hours	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin Yee</i>	N/A No road closures	N/A	-
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee waiver requested



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

AGENDA #

SUBJECT: Report on bids for the 2021 Citywide Janitorial Services Contract, M-729

DEPARTMENT: Public Works – KJY

SUMMARY: At the June 7, 2021 regular meeting of the Oak Park City Council, the request to bid the 2021 Citywide Janitorial Services Contract, M-729 was approved (CM-06-181-21). The project was advertised and thirty-five (35) contractors viewed the documents. On June 28, 2021, three (3) bids were received and opened. The low bidder, VHM Enterprises, Inc., of Southfield, MI, submitted a bid of \$179,892.28. References were checked were positive as to their previous work.

FINANCIAL STATEMENT: There is \$165,000 budgeted in the Building Maintenance Fund for this expenditure. The low bid was over the budgeted amount, but the project is requested to be awarded at \$165,000. Savings will be achieved in the elimination of some of the quarterly detail work.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2021 Citywide Janitorial Services Contract, M-729 to VHM Enterprises, Inc., of Southfield, MI, for the total amount of \$165,000. Funding is available in the Building Maintenance Fund for this expenditure.

APPROVALS:

City Manager: ET

Department Director: KJY

Finance Director: SC

Legal: _____

Budgeted ☐

EXHIBITS: Bid Tab

BID TABULATION

2021 Citywide Janitorial Services Contract, M-729
 Bid Opening Date: June 28, 2021 @ 10:00am
 Page 1 of 1

Item	Item Description	Quantity	Unit	VHM Enterprises, Inc. 24151 Telegraph, Suite 180 Southfield, MI 48033 (248) 665-2763		Du-All Cleaning, Inc. 35474 Mound Road Sterling Heights, MI 48310 (586) 580-3617		Giant Janitorial Service, Inc. 18485 Mack Avenue Detroit, MI 48236 (313) 886-7797	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	City Hall	Month	12	\$1,233.00	\$14,796.00	\$2,100.00	\$25,200.00	\$2,340.00	\$28,080.00
2	Public Safety	Month	12	\$2,128.50	\$25,542.00	\$4,900.00	\$58,800.00	\$4,000.00	\$48,000.00
3	Library	Month	12	\$1,431.00	\$17,172.00	\$2,100.00	\$25,200.00	\$2,808.00	\$33,696.00
4	Community Center	Month	12	\$1,561.00	\$18,732.00	\$2,400.00	\$28,800.00	\$3,600.00	\$43,200.00
5	DPW Service Center	Month	12	\$306.00	\$3,672.00	\$1,390.00	\$16,680.00	\$1,000.00	\$12,000.00
6	45th District Court	Month	12	\$963.00	\$11,556.00	\$2,100.00	\$25,200.00	\$1,600.00	\$19,200.00
7	Workout Facility	Month	12	\$142.20	\$1,706.40	\$300.00	\$3,600.00	\$600.00	\$7,200.00
8	13650 Oak Park Blvd. - Rented Suite	Month	12	\$90.00	\$1,080.00	\$300.00	\$3,600.00	\$0.00	\$0.00
9	Shepherd Park Restrooms (seasonal)	Month	6	\$63.00	\$378.00	\$750.00	\$4,500.00	\$1,512.00	\$9,072.00
10	Additional Casual Hourly Rate for Special Events	Hour	80	\$19.25	\$1,540.00	\$27.00	\$2,160.00	\$27.50	\$2,200.00
11	Strip and Wax floors	Quarterly	4	\$8,836.36	\$35,345.44 *	\$5,125.00	\$20,500.00	\$3,600.00	\$14,400.00
12	Carpet Cleaning	Quarterly	4	\$7,582.00	\$30,328.00 *	\$3,648.00	\$14,592.00	\$9,120.00	\$36,480.00
13	Tile and Grout Cleaning	Quarterly	4	\$3,106.06	\$12,424.24	\$2,925.00	\$11,700.00	\$2,000.00	\$8,000.00
14	Window Cleaning, Interior and Exterior	Quarterly	4	\$1,405.05	\$5,620.20 *	\$2,395.00	\$9,580.00	\$4,600.00	\$18,400.00
Bid Total:				\$179,892.28		\$250,112.00		\$279,928.00	

Additional Bidders:
 None

* - Amount corrected



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

SUBJECT: Traffic Control Order 160 Sec 1.28

DEPARTMENT: Public Safety

SUMMARY: Over the course of a year or more the Public Safety Department has received numerous resident complaints regarding the traffic situation at the intersection of Oak Park Blvd and Roanoke. The complaints consist of several motor vehicle accidents or near accidents, speeding motorists on both Roanoke Street and Oak Park Blvd, motorists disregarding the traffic control signage and excessive horn blowing at the intersection (believed to be caused by confused motorists mistaking the intersection for an All-Way Stop).

Due to the large number of complaints, Public Safety contacted the Traffic Improvement Association (TIA) to request a traffic study of this intersection.

As a result of the study that was conducted the first week of June 2021, 24-hour traffic volume counts were collected for Oak Park Blvd and Roanoke Street. The daily traffic for eastbound Oak Park Blvd was 995 vehicles, and the daily traffic westbound was 805 vehicles. The daily traffic on Roanoke Street south of Oak Park Blvd was 2,280 vehicles, and north of Oak Park Blvd was 3,418 vehicles. A total of 5,012 vehicles enter the intersection daily. Accident data for a three year period revealed twelve crashes.

The 85th percentile speed on eastbound Oak Park Blvd was 29 MPH and westbound was 26 MPH, indicating reasonably good compliance with a 25 MPH speed limit (typical 85th percentile on residential streets will range between 28-32 MPH).

TIA's recommendation is to install an All-Way Stop at the intersection of Oak Park Blvd and Roanoke Street based on the crash history and the need to improve operational characteristics. Stop signs should be installed on eastbound and westbound Oak Park Blvd. All-Way plaques should be installed under the existing Stop signs on Roanoke Street. Temporary Stop Ahead signs should be installed on eastbound and westbound Oak Park Blvd in advance of the intersection with Roanoke Street. Temporary Day-Glow flags should be install with all Stop signs and Stop Ahead signs to bring attention to the change in traffic

control at the intersection. Existing "Cross Traffic Does Not Stop" signs will need to be removed.

FINANCIAL STATEMENT: NA.

RECOMMENDED ACTION: City Council to approve Traffic Control Order 160 Sec 1.28 making the intersection of Roanoke and Oak Park Blvd an All-Way Stop (also implementing the other recommendations spelled out by TIA in their report).

EXHIBIT: TIA traffic study summary

APPROVALS:

City Manager: ET

Department Director: 

Director of Finance: _____

Budgeted: ☐ NA



TRANSPORTATION IMPROVEMENT ASSOCIATION

100 E. Big Beaver Rd., Suite 910, Troy, Michigan 48063
Office (248) 334-4971 • Fax (248) 475-3434
www.tiasafety.us

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Managing Director
Road Commission for Oakland County

Vice Chairman

KIRK MORRIS
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Secretary

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Corporate & Government Affairs
OTE Energy Company

Treasurer

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Partner
Plante Moran

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Senior Vice President
Intelligent Transportation Systems
HNTB Infrastructure Solutions

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Department of Public Services
City of Rochester Hills

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Global Director of Safety
Ford Motor Company

J. DAVID VANDERVEEN

Director of Central Services
Oakland County

CHIEF EXECUTIVE OFFICER

JIM SANTILLI

TRUSTEES

PAUL C. AJEGBA, P.E.

Director
Michigan Department of Transportation

MICHAEL J. BOUCHARD

Sheriff
Oakland County

DAVID COULTER

County Executive
Oakland County

COL. JOSEPH M. GASPER

Director
Michigan State Police

BARBARA ROSSMANN

President and Chief Executive Officer
Henry Ford Macomb Hospitals
Chief Nursing Officer
Henry Ford Health System

RAPHAEL WASHINGTON

Sheriff
Wayne County

ANTHONY M. WICKERSHAM

Sheriff
Macomb County

June 24, 2021

Steve Cooper

Public Safety Director
City of Oak Park
13600 Oak Park Blvd.
Oak Park, Michigan 48237

Re: Oak Park Boulevard & Roanoke Ave Intersection Study

Dear Mr. Cooper:

At your request the Traffic Improvement Association (TIA) conducted an intersection evaluation of Oak Park Boulevard and Roanoke Avenue to determine if an All-Way Stop condition is warranted. For this evaluation, TIA collected 24-hour vehicular volume and speed data, reviewed crash history, and conducted a site visit.

EXISTING CONDITIONS

A site visit was conducted in June of 2021. Oak Park Boulevard has separate eastbound and westbound roadways separated by a median island landscaped with grass and trees. Roanoke Avenue is a 2-lane, 2-way road which runs north-south. The current traffic control at the intersection has Oak Park Boulevard as the through street with Stop control on Roanoke Avenue. Both streets have a posted 25 MPH speed limit. Parking is allowed on both streets with exception of the east side of Roanoke Avenue just north of the intersection. There's ADA compliant pedestrian crossing facilities on both side of both streets at the intersection. Corner sight distance from the stop sign locations on Roanoke Avenue appears to be adequate and within established guidelines.

CRASH HISTORY

A review of the 3-year (2018-2020) plus through May of 2021 crash history for the intersection found 12 reported crashes. There was one crash involving a motorist side-swiping a parked vehicle near the intersection, and 11 angle crashes where motorists on Roanoke Avenue failed to yield the right of way to through traffic on Oak Park Boulevard. Six of these crashes resulted in 1-A, 1-B, and 4-C injuries. See attached crash reports.

SUMMARY OF VOLUME DATA

During the first week of June this year, 24-hour traffic volume counts were collected for Oak Park Boulevard and Roanoke Avenue. The daily traffic on eastbound Oak Park Boulevard was 995 vehicles, and the daily traffic westbound was 805 vehicles. The daily traffic on Roanoke Avenue south of Oak Park Boulevard was 2,280 vehicles, and north of Oak Park Boulevard was 3,418 vehicles. A total of 5,012 vehicles enter the intersection daily. See attached volume counts and Figure 1 Approach Volumes.

SUMMARY OF SPEED DATA

The traffic speed evaluation on Oak Park Boulevard was conducted by placing automatic traffic counters on the side of the road to collect the speed of every vehicle for a 24-hour period. This study was conducted during the collection of volume counts. A summary of the results is shown in the table below. See attached speed data reports.

LOCATION	AVERAGE SPEED	85TH PERCENTILE SPEED *
Oak Park Boulevard (eastbound)	25 MPH	29 MPH
Oak Park Boulevard (westbound)	23 MPH	26 MPH

*The 85th percentile speed is the speed that 85 percent of the drivers are driving at, or below. This is the speed that forms the basis for setting realistic speed limits.

During the collection of speed data on Oak Park Boulevard there were a total of 995 vehicles recorded eastbound and 851 vehicles recorded westbound. In the eastbound direction of travel there were 475 vehicles (48%), and in the westbound direction 242 vehicles (28%) exceeding the 25 MPH speed limit.

CONCLUSION

The 85th Percentile Speed on Oak Park Boulevard eastbound is 29 MPH, and westbound is 26 MPH indicating reasonable good compliance with the 25 MPH speed limit. Typical 85th Percentile Speeds on residential streets will be in the range of 28-32 MPH. The total daily entering traffic volume to the intersection of Oak Park Boulevard and Roanoke Avenue is greater than 2,000 vehicles; thus traffic control (stop or yield) is required for the intersection. The Roanoke Avenue approach volumes are greater than the Oak Park Boulevard approach volumes, and typically the street with the lower approach volumes would be controlled which is not the case at this location, the approach volumes on Roanoke Avenue are approximately twice the amount of those on Oak Park Boulevard. The higher volumes on Roanoke Avenue are likely the result of it being one of only a few streets in the over two miles between Coolidge Highway and Woodward Avenue that connect 9 Mile Road with the 10 Mile Road service drive of the I-696 expressway. This connection has Roanoke Avenue being used as a neighborhood collector street. Oak Park Boulevard is also considered a neighbor collector street, connecting Coolidge Highway with Hyland Street.

When evaluating the applicability of an All-Way Stop for an intersection the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) is consulted. The criteria (or warrants) are dependent on minimum traffic volumes, crash history, or as a preliminary measure to traffic signal control. The MMUTCD minimum volume criteria is required to be met for 8-hours with the major approach at 300 vehicles per hour, and the minor approach being 200 vehicles per hour. Thus this intersection does not meet this criterion. The crash history would require 5 or more crashes in a 12-month period. Between December of 2018 and October of 2019 there were 5 crashes susceptible to correction by a multi-way stop installation, meeting the criteria. There's also two 12-month periods that are one crash away from meeting this criterion.

In reviewing the option criteria in the MMUTCD, an intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection it may be considered for multi-way stop installation. This intersection may be considered as meeting this optional criterion.

RECOMMENDATION

Installation of an All-Way Stop at the intersection of Oak Park Boulevard and Roanoke Avenue is recommended based upon the crash history and the need to improve operational characteristics. Stop signs should be installed on eastbound and westbound Oak Park Boulevard with All-Way plaques. All-Way plaques should be installed under the existing Stop signs on Roanoke Avenue. Temporary Stop Ahead signs should be installed on eastbound and westbound Oak Park Boulevard in advance of the intersection with Roanoke Avenue. Temporary Day-Glow flags should be install with all Stop signs and the Stop Ahead signs to bring attention to the change in traffic control at the intersection. Existing "Cross Traffic Does Not Stop" signs will need removal.

Please don't hesitate to contact me if you have any questions, concerns, or comments.

Respectfully,



Chuck Keller, P.E.
Director of Engineering
Chief Traffic Engineer
Transportation Improvement Association
100 E. Big Beaver Rd., Suite 910
Troy, Michigan 48083
(248) 334-4971 Office
(248) 475-3434 Fax
ckeller@tiasafety.us
www.tiasafety.us

Attachments

TPOAM
April 14, 2021
Employer Proposal

I. AGREEMENT

This Agreement, entered into ~~this 2nd day of August, 2017~~ on **July 1, 2021**, by and between the City of Oak Park, a Michigan municipal corporation, "City" and the Technical, Professional, Office Workers Association of Michigan, "Union."

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II. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the Employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members. To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

~~Whenever used, masculine or feminine pronouns are meant to be applied to both genders.~~
NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

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IV. DEFINITION OF EMPLOYEES EMPLOYEE DEFINED

Section 1

(a) A. Regular full-time employees: A regular full-time employee is an individual employed in a full-time budgeted position, and regularly scheduled to work at least ~~36~~ 40 hours per week. Regular full-time employees are entitled to benefits as specifically outlined in this Labor Agreement. ~~Employees hired by the City on a full-time regular basis scheduled at least 40 hours per week.~~

~~(b) B. Regular part-time employees:~~ A regular part-time employee is an individual employed in a part-time budgeted position, and regularly scheduled to work at least 20 hours per week, but no more than 30 hours per week. ~~Employees hired by the City on a regular part-time basis scheduled at least 20 hours per week but not more than 30 hours per week.~~ The City will not reduce full-time positions to part-time positions without a letter of explanation and without offering the Bargaining Unit an opportunity to hold a Special Conference on the matter.

Regular Part-time employees hired prior to February 6, 2013 are entitled to only the following benefits per those specific sections of the contract: personal time, vacation time, holiday time, longevity pay and retirement.

~~Effective 2/6/13: In hiring part-time employees, those employees will be added to the bargaining unit. These individuals will work no more than 30 hours per week and will be on a probationary period for up to two years.~~

Regular Part-time employees hired on or after February 6, 2013 will not receive any benefits. ~~Pay will be established by the City, no benefits. Opportunities will be provided to members who are on layoff, for part-time positions within the bargaining unit~~

C. Temporary/Seasonal/Irregular Employees: A temporary, seasonal, or irregular employee is defined as any individual employed on a temporary, seasonal, or irregular basis, as determined by the Employer, and will not work more than 1,500 hours per year, or only work for a determined seasonal period. If a temporary, seasonal, or irregular employee is used to supplement work due to a leave of absence, worker's compensation, or to supplement the regular work force, the employee will not be represented by the Union, and shall not be entitled to any benefits outlined in this Labor Agreement.

(c) Casual/Non-Regular employees:

~~Usually and normally co-op students hired by the City for regular periods but irregular hours depending on the school year as well as the project.~~

(d) Temporary employees:

A "temporary employee" is an employee who either works irregularly, or is hired for a period of less than 1500 hours in a calendar year.

Furthermore, the use of temporary employees will not result in eliminating Bargaining Unit employees, but will be used to supplement regular work force in some classifications and to fill in for employees who are on an extended leave of absence.

No benefits will accrue whether for pension or any other benefits for members under this Article

(e) Seasonal employees:

Seasonal employees are defined as those employees who are hired for limited periods of time including employees sponsored by the Jobs Training Partnership Act (JTPA) and the Michigan Youth Corp (MYC) or other Federal and State job programs. Where Union concurrence is required prior to City participation in JTPA and MYC programs, the Union shall not withhold such concurrence and specifically, shall not do so as a result of a dispute with the City over grievances or contract negotiations.

Section 2

Temporary and/or seasonal employees shall not be paid at a higher rate than regular full-time or regular part-time employees performing the same or similar work.

D. Retirement Eligibility for Defined Contribution Participants: The term "retirement" in various articles regarding payouts at the time of retirement shall mean that members in the Defined Contribution Program shall be eligible to receive payment at separation, upon achieving retirement eligibility as outlined in Section 55-60, upon attainment of age 55, or a completion of 25 years of credited service, regardless of age.

E. Electronic Communications: For the duration of this Agreement, electronic communications will be accepted in lieu of paper documentation, including those sent via U.S. mail.

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VI. UNION REPRESENTATION

~~Section 1—Bargaining Committee and Grievance Committee~~

~~(a)~~ A. The City agrees to recognize a bargaining committee which shall be composed of no more than five (5) seniority employees of the Bargaining Unit plus the TPOAM representative. The selection of the committee shall be determined by the Union.

~~(b)~~ B. The City agrees to recognize a grievance committee composed of the Union president, vice-president, secretary and the steward from the aggrieved area. At any grievance hearing no more than two members of the Union and the grievant will be released from work to attend such hearings or special conferences.

~~(c)~~ C. Upon election or appointment, the City will be notified of members of the Union's bargaining and grievance committees and their alternates and shall deal with only those official members in its business with the Union. The City shall also notify the Union of its officials or designated representatives.

~~Section 2—Union President, Stewards, and Alternate Stewards~~

~~(a)~~ D. The employees covered by this Agreement shall be represented by the Union President and ~~six (6) three (3)~~ four (4) stewards, whose areas of representation are as follows:

D.P.W., Parks & Forestry	1 Steward
City Hall	1 Steward
Public Safety	1 Steward
General Services	1 Steward
Library/Community Center	1 Steward
Community Center	1 Steward
Public Safety	1 Steward

Each area shall be represented by an alternate steward. The stewards and/or alternate shall be regular employees working in the representation area. Alternate stewards function only in the absence of the regular steward. The Union President or designee may function in the absence of any steward or alternate.

~~(b)~~ 1. Stewards or alternates, during work hours shall be released upon request without loss of seniority, pay or benefits to investigate and process grievances. Stewards will attempt to limit each grievance matter to one-half (1/2) hour period, or less. The Steward(s) shall notify their immediate supervisor should a longer time become necessary.

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~~(a)~~ E. The Union President or Vice-President during working hours shall be released upon request, without loss of seniority, pay or benefits, to investigate and process grievances.

~~(b)~~ F. The Union President or **designee** shall be notified of all new hires and will be allowed time ~~during the new employee orientation with the new hire,~~ to discuss the role of the union in their employment.

~~(c) Non-employee representatives of the TPOAM Union shall be allowed to enter any area of the City operations for the purpose of adjusting grievances and contracts upon notification to the City Manager's office.~~

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VII. UNION SECURITY

Section 1

A. To the extent that the Laws of the State of Michigan Permit, it is Agreed that: Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

Section 2

B. The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

Section 3

C. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 4

D. If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

Section 5

E. The employer agrees to deduct the Union membership dues each pay period from the pay of the employees who have requested that such deductions be made.

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VIII. REMITTANCE OF DUES AND FEES AND REPRESENTATION FEE CHECKOFF

~~(a)~~ A. Deduction of dues shall be authorized and effective upon the signing of an application by the employee and the first deduction shall be made in the first appropriate pay period of the month and each month thereafter. Multiple deductions are authorized only to correct clerical errors by the City. The employer agrees to provide a dues/fees check off printout to the Union with each dues remittance check.

~~(b)~~ B. Deductions for any calendar month shall be remitted to the address designated by the President and Treasurer of TPOAM with the list of names and amount deducted for each member, no later than ten (10) calendar days after the date on which they were deducted.

~~(c)~~ C. The employer shall state the amount deducted and notify the Union's financial officer of the names of employees who, because of a change in their employment status, are no longer subject to deduction and shall further advise the Union financial officer of the names of all new employees hired since the date of the previous month's remittance of dues.

~~(d)~~ D. The City shall not be liable to the Union by reason of the requirements of this article for any sum other than that properly authorized for deduction of fees and dues from employees.

~~(e)~~ E. The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits or other liability which may arise by reason of any action or inaction of the City in connection with the requirements of this article.

~~(f)~~ F. The employer agrees to deduct from the wages of an employee all dues and fees as provided in an authorization set forth upon the standard form used by the employer. The executed authorization for dues or fees deduction shall remain in full force and effect during the term of this Agreement and may only be revoked by written notice by an employee during the thirty (30) day period immediately prior to the expiration of this Agreement. The termination notice must be given to the employer who will notify the Union of its receipt.

~~(g)~~ G. Each employee in the Union hereby authorizes the employer to rely upon and to honor certifications by the secretary/treasurer of the Union, regarding the amounts to be deducted, and the legality and the enforceability of the Union representation regarding such deductions.

~~(h)~~ H. The employer shall provide this service without charge to the Union.

~~(i)~~ I. In the event that TPOAM, at some future date, charges initiation fees as a requirement for Union membership, any employee who may pay such fees but who is separated before

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completing their probationary period will be refunded their initiation fee by the Union only if the separated employee requests the refund.

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IX. JOINT RESPONSIBILITIES

Section 1—

A. No Strike - No Lockout Provision

~~(a)~~ 1. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in or slow-down, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of the Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

~~(b)~~ 2. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, that they shall be disciplined, and instruct all such persons to immediately cease the offending conduct.

~~(c)~~ 3. The City shall have the right to discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.

~~(d)~~ 4. The City will not lockout employees during the term of this Agreement.

Section 2— B. Special Conference

~~There shall be a special conference between the Union and the City once every three months if there are outstanding issues that can be reduced to writing for a written agenda.~~

1. **Special conferences between the Union and the Employer for a discussion of important matters may be arranged by the Union President and the Director of Human Resources & Operations, upon the request of either party. Special conferences may be attended by an agent of the Union, as well as the City's labor attorney or other legal representative.** Matters discussed at this type of special conference are separate and distinct from special conferences held as part of the grievance procedure. If, during the course of a special conference, circumstances become known that should be grieved by either party, they will be allowed to file a grievance within five (5) working days of the City's response to the special conference discussion. Union representatives attending a special conference shall do so without a loss of pay. It is also understood that there will be no abuse of paid time off by Union representatives. ~~Either party may also request special conferences more frequently for a specific purpose, if submitted in writing.~~ Denials of such other special conference shall not be made without just reason. These conferences shall be held on a mutually agreeable

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day and time. The special conference shall not be considered as part of the grievance procedure. In the event more Union representatives are required at any special conference, the Union may request permission for the City to release more than three (3) employees from work. If permission for attendance is granted, the additional Union representatives shall attend the special conference at no loss of pay.

2. It is understood that there will be no abuse of paid time off by those additional Union representatives who receive permission to attend a special meeting. The City's denial of releasing more than three (3) employees for a special conference shall not be subject to the grievance procedure.

Section 3 Job Practices Committee

~~A Job Practices Committee will be established within the Department of Public Works. This committee will meet bimonthly. Additional meetings may be held with the joint approval of the City and the Union. The committee is intended to provide a forum for the discussion of job practices within the department and to promote communication and the exchange of ideas between management and bargaining unit employees. Issues currently in the grievance process are not subject to review or discussion by this committee. The committee shall include the Director of Public Works and such other management staff as may be appropriate for the issues to be discussed. The Union shall appoint one permanent member to the committee. An additional two Union employees and one TPOAM staff representative may attend each meeting. It is expected that these additional employees will be selected based on their knowledge and experience with the items to be discussed. One task each meeting will be the development of an agenda for the following meeting. Each regular meeting of the Job Practices Committee shall last for no more than two (2) hours at a time of day to be decided by the City. Meetings will be scheduled to fall on a regularly scheduled workday and within normal working hours.~~

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X. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

- A. A grievance is defined as a dispute, misunderstanding, misapplication or violation of this Agreement. ~~It is the intent of the parties to this Agreement that the~~ The grievance procedure ~~set forth herein below~~ shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretations of this Agreement or other conditions of employment.
- B. In order to be **considered valid and timely**, ~~a proper matter for the grievance procedure~~, the grievance must be presented within ten (10) working days of the occurrence or of the employee's knowledge or when he reasonably should have had knowledge. The **Employer** ~~employer~~ will answer, in writing, any grievance presented to it, in writing, by the Union.

Step 1

1. STEP 1 – VERBAL – UNION STEWARD AND/OR SUPERVISOR: Any employee having a grievance shall present it to the employer as follows:

- (a) If an employee feels he has a grievance, he may discuss the grievance with the steward.
- (b) The steward and/or the employee may discuss the grievance with the immediate supervisor.

Step 2

2. STEP 2 – WRITTEN – DEPARTMENT DIRECTOR:

~~(a)~~ If the matter is thereby not disposed of, it will be submitted in written form by the steward to the Department Director. Upon receipt of the grievance, the Department Director shall sign and date the steward's copy of the grievance.

~~(b)~~ a. The Department Director shall give his written answer to the steward within seven (7) working days of the grievance. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 3

3. STEP 3 – WRITTEN – HUMAN RESOURCES:

If the grievance remains unsettled the Union president or committee person, shall present it in writing, to the ~~Personnel Director~~ **Director of Human Resources** within seven (7) working days after the response of Step 2 is due. The ~~Personnel Director~~ **Director of Human Resources** shall sign and date the Union's copy.

- a. The Director of ~~Personnel~~ **Human Resources** shall arrange a meeting with the Union ~~grievance committee~~ **Grievance Committee** within seven (7) working days (unless mutually extended) of the date of appeal of the grievance.
- b. The Director of ~~Personnel~~ **Human Resources** shall answer the appealed grievance, in writing, within seven (7) working days of the meeting. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

~~Step 4—Mediation and Arbitration~~

4. STEP 4: MEDIATION AND ARBITRATION

Grievances, which address economic damage or loss for a grievant, a group of grievants or the Bargaining Unit as a whole, whether, at the time of the grievance or the impact of the City's action creating such damage/loss, will be eligible for arbitration. Grievances, which are not clearly eligible for arbitration, will be processed to mediation. Should the Union and the City disagree as to the eligibility of a grievance for arbitration, such grievances will be processed through the mediation step. The mediator will assist the parties to resolve grievances and will also have the authority to recommend arbitration as a final recourse to settle the grievance dispute. It is also understood that any grievance not subject to arbitration shall be settled at Step 3 or in conjunction with Step 3 and mediation.

~~Section 2—Arbitration~~

(a) If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union president shall refer the matter to TPOAM.

(b) If the dispute(s) remain unsettled and the Council or the local wishes to carry the matter(s) to arbitration or mediation, notice, in writing, will be given the City within sixty (60) days of the Director of ~~Personnel's~~ **Human Resources'** written decision at Step 3 (or lack of a written decision). The parties shall attempt to select an Ad Hoc arbitrator within thirty (30) days of such notice. If the parties are unable to mutually agree to an Ad Hoc arbitrator (simple no on either side), demand for arbitration will be made to and in accordance with the American Arbitration Association Rules and Procedures within 30 days from the date the Union notifies the City of their intent to proceed to arbitration.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement. Errors of law or fact by the arbitrator shall be the only grounds for appeal of the arbitrator's decision.

(e) The expenses for the arbitrator shall be shared equally between the Employer and the Union.

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Section 3

C. General Conditions

- ~~(a)~~ 1. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated.
- ~~(b)~~ 2. When one or more grievances involve a similar issue, those grievances may be held in abeyance pending the disposition of the appeal of the representation case. There shall be mutual agreement as to which grievances shall be held in abeyance. In such event, the holding in abeyance will not affect financial liabilities.
- ~~(c)~~ 3. Any grievance not answered within the time limits by the employer shall be deemed a denial of the grievance and the Union may proceed to the next step of the grievance procedure.
- ~~(d)~~ 4. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the employer's last answer.
- ~~(e)~~ 5. The time limits may be waived by mutual agreement, in writing, and signed by the Union president or his designee and the appropriate representative of the City. It is understood that workdays for the purposes of the grievance procedure do not include Saturdays, Sundays or Holidays.
- ~~(f)~~ 6. The employer shall compensate during regular working hours, the grieved employee or other employees, if on the payroll, steward and grievance committee for time spent in arbitration hearings, provided the aforementioned are witnesses or participants in the case.

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XII. SENIORITY

~~Section 1 Probationary Employees~~

~~(a) A new employee shall be a probationary employee without seniority until he has been employed for a period of, (1) one year at the end of which period he shall be either terminated or entered on the department wide seniority list and the unit wide seniority lists of the City as of the first day of his employment. In the event an employee is considered marginal, an additional extended probationary period may be granted if mutually agreed to by the Union. An employee laid off during his probationary period and re-hired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with (1) one year retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department wide, unit wide and classification lists. An employee who has not completed the probationary period and is re-hired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.~~

~~(b) A new employee hired into the classification of Code Assistance/Animal Control Officer shall be a probationary employee for a period of twelve (12) months. Extensions of probation may be requested by the City and implemented with mutual agreement from the Union. At the end of the probationary period the employee shall either be terminated or entered on the applicable seniority lists of the City as of the first day of his employment.~~

~~(c) The Union shall represent probationary employees except for discharge and disciplinary action.~~

~~(d) After serving six months of the probationary period the employee will be entitled to the commencement of all benefits (excluding retirement until vested) and required to comply with the Union Security provisions defined in this Agreement.~~

Section 2

A. Seniority Guidelines

~~(a) 1. There shall be three seniority lists: unit-wide, department, and classification. Where employees have the same number of days in the seniority for each list, placement shall be based on comparison of the last four digits of each employee's social security number. The employee with the lower four-digit number shall be placed highest on the seniority list. (The number zero shall be the lowest number.)~~

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~~(b)~~ 2. When an employee bids and is awarded a different position, he shall be placed on the appropriate seniority lists for that new position. When he successfully completes the trial period for the new position, he shall be credited with seniority for the time served during the trial period. If an employee remains within the Bargaining Unit, the seniority in his former department shall be frozen and may be applied for the purposes of job bidding in the event he returns to the former department.

~~(c) 3. Departments for the purpose of seniority shall be:~~

- ~~1. Information Technology~~
- ~~2. City Clerk~~
- ~~3. Finance and Administrative Services~~
- ~~4. Public Safety Department~~
- ~~5. Recreation Department~~
- ~~6. Library Department~~
- ~~7. Economic Development and Communications Department~~
- ~~8. Human Resources & Operations Department~~
- ~~9. Public Works Department (DPW)~~
 - ~~a. Public Works~~
 - ~~b. Water Supply~~
 - ~~c. Parks & Forestry~~
- ~~10. Technical & Planning Services~~
 - ~~a. Building Maintenance~~
 - ~~b. Code Assistance~~
 - ~~c. Engineering~~

~~Section 3—~~

~~B. Out of Bargaining Unit Seniority~~

~~(a)~~ 1. Employees who are promoted or permanently transferred to positions under the employer that are not covered in the Bargaining Unit (Supervisory/Management) shall have their Bargaining Unit seniority frozen as of the permanent date of entry into the non-bargaining unit position. Such employees shall retain their frozen Bargaining Unit seniority but not accumulate further seniority while out of the Bargaining Unit.

~~(b)~~ 2. If an employee is returned to the Bargaining Unit after permanent entry into a non-bargaining unit position the frozen unit seniority will not apply and he shall only return to a vacant position provided all Bargaining Unit members have exhausted their rights to bid on such vacancy. It is understood that an employee returning to the Unit will then have his frozen seniority reinstated and recognized if he was a member in good standing in the Union and has a withdrawal card.

~~(c)~~ 3. If an employee in the Bargaining Unit is temporarily transferred to a position not included in the Bargaining Unit and is thereafter transferred back to his position within the Bargaining

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Unit, seniority shall have continued to accumulate while temporarily working in the position outside the Bargaining Unit limited to three (3) months except where mutual agreement is reached.

~~Section 4—~~

C. Seniority Lists

~~(a) 1. The employer shall keep accurate classification, departmental and unit-wide seniority lists, which show names, job titles, and date of hire of all employees in the Bargaining Unit. These lists shall be provided upon request to each member of the bargaining committee and stewards. A new update of department and unit wide seniority lists shall be provided every six (6) months. Copies of the seniority lists may be posted on Union bulletin boards in each building.~~

~~(b) 2. Classifications for seniority purposes are as set forth in the attached wage scale, as found in Appendix A. the appended wage scale.~~

~~Section 5—Seniority of Officers~~

D. Seniority of Officers

~~The Union president, vice-president, and six (6) stewards (as outlined in Article VI, Section 2(a), and the three (3) executive board members (elected as members at large), excluding the treasurer and secretary, shall possess super seniority for the purposes of layoff. head the seniority lists for their respective departments. In the event of lay off from their department they shall, for purposes of lay off and recall only, head both the unit wide seniority list and their respective department wide seniority list, provided they are capable of performing work available with normal instruction and supervision. The officers shall be returned to their regular standing on the applicable seniority lists upon termination of service as such representatives.~~

~~Section 6—~~

E. Part-time Employees

Part-time employees may exercise their part-time seniority for any part-time vacancy, provided their seniority is greater than other applicants and are qualified for such part-time position. For the purpose of this section seniority shall be determined by the last official date of hire into a regular part-time Bargaining Unit position. After vacancies are offered to qualified full time employees applying for the promotion, the City will consider qualified part time employees along with qualified applicants outside of the bargaining unit. ~~Effective July 1, 1986, part-time~~ Part-time employees awarded a full-time position shall have their seniority prorated and entered on the unit-wide seniority list. Proration shall be based on the regularly assigned hours. Full-time employees transferring to a part-time position will suffer no loss in their hourly rate but shall be subject to a proration of seniority in accord with the provisions of this section.

~~Section 7—~~

F. Loss of Seniority

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Seniority shall terminate if an employee:

- (1) Quits or retires.
- (2) Is discharged for just cause.
- (3) If he is absent for five (5) consecutive work days without permission of the City, unless as a result of physical impossibility.
- (4) If he is absent for five (5) consecutive workdays without justifiable reason.
- (5) Gives a false reason to obtain a leave.
- (6) If he fails to return to work upon termination of any leave of absence without a bona fide excuse acceptable to the City.
- (7) Separates as a result of a settlement covering total disability.
- (8) Does not return to work when recalled from a layoff as set forth in recall procedure.
- (9) Absent from work longer than one year for a non-duty disability or two years for a duty related disability.

~~In proper cases, the employer shall make exceptions.~~ In certain cases, the Employer may make exceptions to the loss of an employee's seniority.

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XIII. PROMOTIONS AND JOB VACANCIES

Section 1

~~(a)~~ **A.** All job vacancies or newly created positions within the Bargaining Unit shall be filled on the basis of qualifications and seniority. The term "qualifications" for the purpose of this article, shall mean, on the job experience, educational and vocational experience and meeting the testing requirements conducted for the purpose of filling the position including but not limited to oral interviews and/or written tests. All qualifications being equal, the position shall be awarded based on seniority.

~~(b)~~ **B.** All job vacancies shall be posted for a period of ~~five (5) working~~ **seven (7) calendar** days on all City and Union bulletin boards and shall set forth the minimum requirements for the position. Employees interested shall apply in writing within the posting period ~~on a job bid form provided by the City.~~

~~(c)~~ **C.** The City shall furnish the Union president with a copy of each posting at the time of the posting. ~~When the job is awarded, the Union President will be provided with the names of all applicants and the person awarded the position.~~

~~(d)~~ **D.** If there are no qualified full-time applicants within the union, the City may fill the position from qualified applicants outside of the bargaining unit.

~~(e)~~ **E.** The City determines the type of job related testing procedure to use for promotional purposes.

~~(f)~~ **Any employee who desires a transfer within their classification may notify the Director of Human Resources at the time of a position vacancy posting.**

~~(g)~~ **In accordance with Section 6, part-time** ~~Part-time~~ bargaining unit members shall be considered for promotions and job vacancies, after full time bargaining unit members, on an equal basis with other qualified non-union applicants.

Section 2

F. Trial Period

~~(a)~~ **1.** The employee(s) awarded the promotion shall be granted a ninety calendar day trial period to determine:

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~~(1)~~ a. Their desire to remain in the position

~~(2)~~ b. Their ability to perform the job

~~(b)~~ 2. During this ~~ninety-day~~ trial period, the employee shall have the right to revert back to their former classification without loss of seniority or benefits.

~~(c)~~ 3. If the employee is unsatisfactory in the new position, notice ~~and reasons~~ shall be submitted to the employee, in writing, by the City ~~with a copy to the Union~~. The denial of any promotion or job bid if considered unjust, shall be a subject for the third step of the grievance procedure.

~~(d)~~ 4. During the trial period, employees will receive the appropriate pay rate of the job they are performing and will continue to accrue benefits and unit-wide seniority. The appropriate pay rate shall be as follows:

~~(1)~~ a. **Promotions Higher Classification** - The employee will move to the step in the new wage range that provides a minimum of a 5% increase in pay. This only applies when a promotion occurs to a classification in a higher pay grade.

~~(2)~~ b. **Demotions Lower Classification** - Move to the same pay step as their current classification.

~~(e)~~ 5. The employee will be added to the appropriate seniority list as of the date of transfer into the new position.

~~(f)~~ 6. Probationary employees may accrue time on probation, concurrently with their trial period.

~~Section 3-~~

G. New Classifications

~~(a)~~ 1. The employer reserves the right to establish the job descriptions and minimum qualifications for all positions. If there are significant changes made in the methods of operation or duties of a classification, or a new classification is established that becomes part of the bargaining unit, the City and Union shall bargain on the rate of pay for the new or revised classification. Such rates shall become effective the date that those changes were effective or the new position is awarded, or filled.

~~(b)~~ 2. Any new classification or significantly changed job will be filled according to the procedures of this article.

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XIV. TRANSFERS

Section 1

- A. The City reserves the right to assign employees within their classification to any department or division in the City. ~~Position vacancies will be posted with the likely department of assignment.~~ The Employer will post position vacancies as they become available.
- B. Any employee who desires a transfer within their classification may notify the Director of Human Resources at the time of a position vacancy posting.

Section 2

~~_____ (a)~~

~~C. The employee's rate of pay and classification shall remain constant in the event of a transfer within a department or among departments.~~

~~(b) If an employee temporarily transfers to a lower rated job at the direction of the City, he shall retain his current higher classification rate.~~

~~(c) Any employee when working one (1) day or more in a higher classification, shall be paid according to the highest step in that classification. The pay shall be effective the first hour worked in the higher classification. This applies only to those classifications within the bargaining unit.~~

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TEMPORARY ASSIGNMENTS TO A HIGHER CLASSIFICATION

~~(b) If an employee temporarily transfers to a lower rated job at the direction of the City, he shall retain his current higher classification rate.~~

- A. Any employee, when working one (1) day or more in a higher classification, shall be paid according to the highest step in that classification. The pay shall be effective at the first hour worked in the higher classification. This applies only to those classifications within the bargaining unit.
1. The temporary assignment must be authorized in advance by the Human Resources & Operations Department.
 2. The temporarily assigned employee must have be able and available to do the work of the higher classification, and meet the minimum qualifications of the higher classification.
- B. If an employee temporarily transfers to a lower classification at the direction of the City, they will continue to be paid at their current higher classification rate.

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XV. LAYOFF AND RECALL

Section 1 — Layoff

The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds, including reduction of revenues.

~~(a)~~ A. When there is a reduction of the working force, the following shall govern in layoffs.

~~{Nothing herein contained}~~ contained in this Collective Bargaining Agreement shall prevent the Union and the City from negotiating reduced work schedules or alternatives to curtail layoffs.}

1. Seasonal, temporary, and ~~casual/non-regular~~ irregular employees in the class series (generic classification regardless of level) affected, within the department affected, shall be laid off first, except in specialized recreational programs, i.e., dancing and skating instructors, and summer seasonal employees hired to perform lawn mowing, leaf collecting, and concrete removal providing that the use of such seasonal employees shall not result in the elimination of Bargaining Unit positions.

2. Probationary employees in the affected classification, and department shall next be laid off.

3. Regular part-time employees, in inverse order of seniority shall then be laid off in the class series affected from the affected department.

~~(b)~~ B. If additional layoffs are necessary, regular employees in a generic class series shall be laid off in inverse order of their seniority in the department affected by the layoff. Any employee who may be laid off or is notified of a layoff may exercise departmental seniority to bump the next lower seniority employee within the same department. Any employee who exercises seniority rights to retain employment must meet the minimum requirements of the position and be able to perform the work with normal instructions and supervision.

~~(c)~~ 1. If ~~not able~~ an employee is unable to bump a lesser seniority employee within the same department, the employee may exercise unit-wide seniority to bump the next lowest seniority employee (unit-wide) provided he meets the minimum requirements and is able to perform the work with normal instruction and supervision.

~~(d)~~ 2. In the event that an employee bumps into another position, the employee must return to his/her former position when it becomes vacant.

~~(e)~~ 3. When bumping, the employee must meet the minimum requirements of the position and will be allowed the standard trial period for that particular position.

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~~{f}~~ 4. An employee has a choice at the time of their notification of layoff to decide not to bump into any other bargaining unit position. This decision alone shall not make them ineligible to receive unemployment benefits.

~~{g}~~ C. All employees facing layoffs shall be notified in writing at least fourteen (14) calendar days prior to the actual layoff, and the Union president shall be furnished a list of those laid off at least fourteen (14) days prior to the actual layoff.

~~{h}~~ D. In the event of a shortage of materials, machines, or equipment breakdown, or in the event of an emergency beyond the control of the City, including but not by way of limitation, acts of God such as flood, fire, storm or power failure, or **public health emergency**, where the resulting situation warrants, the City shall have the right, without providing the 14-day notice set forth above, to make temporary adjustments in the work force not to exceed five (5) working days without regard to seniority.

E. If the layoff exceeds five (5) working days, the work force shall be adjusted according to the layoff procedure as described.

~~Section 2—Recalls from Layoff~~

~~{a}~~ When the working force is increased after a layoff, employees shall be recalled in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified mail, return receipt requested. Recall from a layoff is limited to the employee's length of service or 2 years, whichever is longer.

~~{b}~~ If an employee fails to report for work within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, the employee shall be considered as having voluntarily quit without good cause attributable to the employer.

~~{c}~~ An employee shall have the right to decline offered work, which is not of a similar nature, and therefore, may be bypassed for this reason. An employee recalled to a position other than his or her laid-off position, must meet the minimum requirements of that position and shall serve the appropriate trial period for the new position. If the employee does not qualify to become a regular employee in that position, the employee shall be laid off and returned to the recall list.

~~{d}~~ Employees shall notify the City of their residential address or any change of address, and they shall be responsible for any changes therein.

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RECALL PROCEDURE

- A. When the workforce is increased after a layoff, employees shall be recalled in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified mail, return receipt requested.**
- B. A laid-off employee shall remain eligible for recall for eighteen (18) months from the date of layoff.**
- C. If an employee fails to report to work within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, the employee shall be considered as having voluntarily quit without good cause attributable to the employer.**
- D. An employee shall have the right to decline offered work, not of a similar nature, and therefore, may be bypassed for this reason. An employee recalled to a position other than his or her laid-off position, must meet the minimum requirements of that position and shall serve the appropriate trial period for the new position. If the employee does not qualify to become a regular employee in that position, the employee shall be laid off and returned to the recall list.**
- E. Employees shall notify the City of their residential address or any change of address, and they shall be responsible for any changes therein.**

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XVII. OVERTIME COMPENSATION

Section 1

(a) Employees will be paid at one and one-half their regular hourly rate in the following instances:

Time worked in excess of their regularly scheduled hours.

~~(b)~~ A. Overtime shall not be pyramided or compounded or paid twice for the same hour worked.

~~(c)~~ B. When an employee is called into work to perform an emergency service, other than during his normal shift hours, he shall be paid a rate equal to one and one-half times his regular rate. ; ~~provided, however, that work~~ Work performed on Sundays and Holidays shall be paid at a rate equal to two times his regular rate.

1. Any employee called to work outside of their regularly scheduled shift after the hour of 12:00 midnight and before 4:00 a.m., they shall be paid a minimum of two and one-half (2 1/2) hours at the appropriate rate.

~~(d)~~ The Ball Diamond holiday work will first be offered to permanent employees who previously performed the work.

~~(e)~~ C. Any employee who ~~normally works~~ is regularly scheduled to work throughout the year on Saturdays and/or Sundays as a part of their normal work week shall not be eligible for overtime pay for the normal work hours on those days.

1. The two (2) off days (except for Code Inspectors and Code Assistance/Animal Control Officers) shall be consecutive and shall be considered for overtime purposes, the 6th and 7th days of their work week.

~~(f)~~ D. Any employee who works Saturday or the 6th workday shall be paid at the rate of time and one-half (1 1/2) his regular rate. Any employee working Sunday or the 7th workday shall be paid two (2) times his regular rate.

~~(g)~~ E. Employees may elect to take compensatory time, ~~off~~ in lieu of payment for overtime hours worked, where permission is granted by the immediate supervisor. Employees may bank a maximum of 240 hours of compensatory time.

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~~(h)~~ F. Employees who are scheduled to work during regular hours and who report in, but are sent home due to lack of work or inclement weather conditions, will be paid a minimum of four (4) hours at their regular rate. Employees may at their option use any paid leave to complete the workday.

(i) Paid time granted during the work week under consideration for overtime pay shall be included as time worked in the computation of forty (40) hours worked.

~~(j) Any employee called to work outside of their regularly scheduled shift after the hour of 12:00 midnight and before 4:00 a.m. shall be paid a minimum of two and one half (2 1/2) hours at the appropriate rate. (Previously, only two (2) hours of time was guaranteed if called in during those hours. The extra one half (1/2) hour only, applies to jobs started after midnight and ending before 4:00 a.m.)~~

~~(k)~~ H. Any employee contacted by phone for emergency call back is required to appear for duty as soon as physically possible. Failure to appear for emergency work when contacted by telephone shall permit disciplinary action in accordance with the discharge and discipline article, up to and including discharge.

~~(l)~~ I. Any employee called for emergency work two (2) hours or more before his regularly scheduled starting time or any employee who is required to work more than three (3) hours beyond his regular scheduled quitting time shall be granted a one-half (1/2) hour break with pay for the purpose of obtaining meals. The immediate supervisor shall determine the time for such meal breaks so as not to interfere with maintenance of work schedules.

Section 2 Equalization of Overtime

J. Equalization of Overtime

(a) Overtime work shall be on a voluntary basis (except as provided for in Section 1(i)), and shall be distributed as equally as possible to qualified employees working within the same department.

(b) Overtime lists for the Department of Public Works and the Department of Technical and Planning Services shall be maintained, showing the number of overtime hours each employee has worked or been charged with, and will be posted at the end of each pay period by the City on Union bulletin boards, unless mutually agreed otherwise.

(1) Division Overtime lists will be broken down into the following categories:

- a) Division Employees
- b) Non-Division Departmental Employees
- c) Departmental Probationary New Hires
- d) Non-Departmental Employees

These categories will be utilized for call-in purposes when overtime exists, resulting in a fair and equitable distribution of overtime for both Departmental and Non Departmental employees.

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(2) The qualified employee with the least amount of overtime on each Division list will be given the first opportunity to the available overtime and so on up the list in an attempt to equalize the overtime hours. Those jobs, by their nature, requiring a continuity of personnel, or an uninterrupted flow of work from straight time to overtime shall be exempt from this provision.

(3) Any employee refusing to work overtime will be charged with such refused overtime hours on the appropriate Division overtime list, regardless of the cause of refusal in concurrence with Article XVI, Section 2 which states details about charging overtime with a 10 minute call back period per the Tentative Agreement.

(4) If the number of employees needed for overtime cannot be filled from the fully qualified and trained personnel within the specific Division, the City may offer overtime to other employees.

(c) All overtime hours will be recorded on a continuing basis by each Department and will be reverted to zero (0) at the beginning of each fiscal year. Probationary new hires, employees transferring into a Division or Department, and Non Departmental Employees, will be charged with the highest number of overtime hours accrued by employees in the same Division or Department.

K. Overtime hours will be computed from July 1st through June 30th of the following year. The Employer will provide the number of hours charged against each employee's account and the number of overtime hours each employee worked.

L. Employees will be required to maintain a minimum of fifty percent (50%) overtime participation unless the employee is officially excused from working overtime. Measured percentages will be calculated based on an average of an employee's percent response to offered events and an employee's percent worked of total hours offered.

M. Employees may be excused from overtime based primarily on the merit of the individual's request and then on a first-come, first-served basis. Management reserves the right to limit or deny an individual's request if it is determined to be a detriment to department operations.

1. As of the effective date of this Agreement, Department of Public Works employees will be required to maintain a minimum of fifty percent overtime participation. The measured percentages will be calculated based upon the employee's percent of response to offered occurrences, and the employee's percent worked of total occurrences offered. Both scheduled and emergency overtime offers are to be included in this calculation and details of charged overtime for call-in will be consistent with overtime sections of this agreement. The percentages will be reviewed each quarter and must be based on being offered a minimum of two overtime opportunities. Failure to maintain at least fifty percent per quarter will

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result in a Level 1 offense in the Employee Rules of Conduct and Responsibility Manual policy. Overtime participation will be reviewed quarterly, but only the last four quarters (rolling calendar year) will be used for the purposes of progressive discipline. The City and Union agree that, if needed, a review of this policy will take place on or before July 1, 2022.

Section 3

N. The City acknowledges and agrees that it is bound to follow all applicable provisions of both State and Federal Wage and Hour laws. No employee will be required to work more than sixteen (16) consecutive hours. After any such period of work, any employees requesting fatigue time shall be released from work and not required to return to work for at least eight (8) hours or the beginning of the next scheduled work shift, whichever is later. Employees shall be paid for actual time worked only.

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XVIII. PAID LEAVES OF ABSENCE

~~Section 1—Jury Leave~~

A. Jury Duty/Leave

~~(a)~~ 1. Any regular employee shall be granted a leave of absence with regular pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. **An employee shall receive their regular wages upon turning the check from the jury duty, into the Finance Department.** Employees shall retain gas or car allowance paid by the court. Payment for jury duty/leave will be made in the next regular pay cycle upon presentation of proof of jury duty or service. Jury duty or service will be computed as time worked with regard to leave time and benefits. Jury duty or service will not be computed as time worked with regard to overtime.

~~(b)~~ 2. Any employee required by subpoena to report to court to testify regarding matters directly related to their job duties shall be granted a leave of absence with regular pay. Employees subpoenaed for matters not so related will be allowed to use paid leave time, such as vacation, personal leave, bonus or floating holidays. Such time will be computed as time worked with regard to leave time and benefits. Subpoenaed time will not be computed as time worked with regard to overtime.

~~Section 2—Emergency and Funeral Leave~~

B. Emergency and Bereavement Leave

1. **Emergency Leave.** In the case of serious illness in an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay, for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.

2. **Bereavement Leave.** In the case of a death in an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon recommendation of the immediate supervisor and approval of the City Manager. In the case of death of spouse, child or parent, an additional two (2) days may be granted, with the approval of the City Manager.

3. "Immediate family" shall be defined to include the following:

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Husband	Parent-in-law
Wife	Grandparent
Child	Spouse's Grandparent
Brother	Brother-in-law
Sister	Sister-in-law
Parent	Grandchildren
Step-Parent	Step-Child

4. Should a death in his immediate family occur while an employee is on a scheduled leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.

~~(a) In the case of serious illness in his immediate family, a regular employee may be granted a leave of absence with pay for a period of up to three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.~~

~~(b) "Immediate family" is defined as wife, husband, child, stepchild, brother, sister, parent, parent in-law, grandparents, and spouse's grandparents, brother in-law, sister in-law and grandchildren.~~

~~(c) In addition to emergency leave, as defined above in Section 2 (a) and (b), an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family upon recommendation of the immediate supervisor and the approval of the City Manager. In the case of a death of spouse, child, parent or stepchild, an additional leave of up to two (2) days may be granted with pay. The City may at its discretion require the employee to submit proof of the emergency or death by reasonable means.~~

~~(d) Should a death in his immediate family occur while an employee is on a scheduled leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.~~

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Section 3—Holiday Leave

C. Holiday Leave

(a) 1. The following days shall be recognized and observed as paid Holidays:

New Year's Day
 Martin Luther King Day
~~President's Day~~
 Good Friday
 Memorial Day
 Independence Day
 Labor Day

~~Veteran's Day~~
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve
 Christmas Day
 New Year's Eve

2 Floating Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Good Friday	Date varies
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving
Day before Christmas	December 24
Christmas Day	December 25
Day before New Year's Day	December 31
Birthdays	Determined by employee's birthday
Floating Holidays (1)	Determined by employee's request subject to City approval

(b) 2. Eligible employees shall receive one (1) day's pay for each of the Holidays listed above, on which they perform no work. Whenever any of the Holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the Holiday, unless regularly scheduled to work on Saturday. Whenever any of the Holidays listed above

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shall fall on a Sunday, the succeeding Monday shall be observed as the Holiday, unless regularly scheduled to work on Sunday.

~~(e)~~ 3. Employees shall be eligible for Holiday Pay if they work both their last scheduled work day prior to the Holiday and the next scheduled work day following the Holiday, unless they have an excused absence with pay or are on an **approved** vacation leave. It is recognized that management may require a doctor's certificate of illness before authorizing an excused absence on the day immediately preceding a Holiday and the day immediately following a Holiday. Employees will be paid for Holidays in instances where the immediate supervisor has authorized emergency time-off.

4. If an employee works on any of the ~~Holidays~~ **holidays** listed above, **excluding floating holidays, they** shall be paid the regular ~~Holiday~~ **holiday** rate in addition to:

~~(e)~~ a. Two (2) times his regular rate for the first eight (8) hours and two and one-half (2 1/2) times his regular hourly rate for all hours in excess of eight (8) hours.

(f) ~~From November 1st to April 1st,~~ Personal Leave Days and Floating Holidays may be taken in four (4) hour increments or eight (8) hour increments.

~~(Hourly personnel): April 1st to November 1st, Floating Holidays must be taken in eight (8) hour increments.~~

(g) One Floating Holiday (8 hours) may be taken off on a day immediately following a holiday subject to the Department Head's approval, if it does not interfere with other scheduled vacations or disrupt operations.

~~(h)~~ 5. New full time employees shall be eligible to receive their full Holiday pay immediately after their hiring date.

~~(i) After completion of their probationary period, part time employees shall receive Holiday pay in a prorated amount based upon the hours that they are scheduled to work on that Holiday, if it occurs within their work schedule.~~

~~(j) Full time employees will receive a prorated amount of floating holidays (1 day maximum) when they complete their probationary period based upon the following completion dates:~~

4/1 to 6/30	8 hours
7/1 to 9/30	6 hours
10/1 to 12/31	4 hours
1/1/ to 3/31	2 hours

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~~Section 4—Vacation Leave~~

D. Vacation Leave:

Vacation leave is authorized absence from duty, with pay.

~~(a)~~ **1. Employees of the bargaining unit shall be granted vacation leave on the following schedule:**

1 year of service but less than 5 years	- 2 weeks
5 years of service but less than 10 years	- 3 weeks
10 years of service but less than 20 years	- 4 weeks
20 years of service or more	- 5 weeks

~~In no case will vacation time be granted until an employee has been employed with the City at least six (6) months.~~

2. Employees may not use vacation leave until they have been employed with the City for six (6) months.

~~Effective March 1, 2013, an individual~~

3. Employees who ~~takes~~ take a week off of vacation will be paid thirty-six (36) hours per week off if on the 36-hour schedule or forty (40) hours if on forty (40) hour schedule or forty-four (44) hours if on that schedule that week.

~~(b) Seasonal and temporary employees are not eligible for vacation leave.~~

~~(b)~~ **4. Employees with six (6) months or more of service on April 1st of the Fringe Benefit Year, ~~any vacation year will be allowed~~ will have vacation leave deposited in the by the following calculation:**

Six months of service to 5 years of service	6.67 hours per month
5 years of service but less than 10 years of service	10 hours per month
10 years of service but less than 20 years of service	13.33 hours per month
20 years of service or more	16.67 hours per month

~~proportion that his actual service bears to a full year of service (6.667 hours per month); (5 years, 10 hours per month; 15 years 13.33 hours per month). No employee shall be given vacation leave for a fractional part of the day; employees shall be given the whole day if accrued time is a half day or greater. No part of a day shall be given, if accrued time is less than a half day.~~

~~Part time employees with six months or more service on April 1 of any year will be allowed vacation leave on a prorated basis. The proration shall be computed on the basis of regular scheduled annual hours divided by 2080 hours to equal service time the same as full time. Part~~

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~~time employees shall be entitled to the vacation allocation on the basis of computed full-time hours in accordance with the schedule in paragraph (a) above.~~

~~(d) Vacation credits earned during the fiscal year shall be made available to such employees after April 1 of the year in which they are accrued.~~

~~(e) 5. Employees shall receive credit for a month worked, for every month in which they work or receive compensation for ten (10) workdays. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.~~

~~(f) A seasonal, temporary or part-time employee, who becomes a regular full-time employee, will accrue vacation leave based on their full-time date of hire. shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.~~

~~(g) 6. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued, unless carried over with the written consent of the City Manager. At the end of the Fringe Benefit year (March 31st) all employees are allowed to carry up to 40 hours of vacation time leave into the next Fringe Benefit year or receive up to 40 hours pay for their excess vacation time. Any additional vacation leave over 40 hours, will be lost and not paid out, unless carried over with the written consent of the City Manager, due to extenuating circumstances, on a case-by-case basis.~~

~~(h) 7. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. ;in In some areas, employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to department seniority to select available vacation periods for up to two (2) weeks of their accrued vacation time. Available schedules shall be posted prior to April 1 of each vacation year. This first-choice, two-week vacations must be chosen by April 30 of that year. If first-choice vacations are changed by the employee after approval, the vacation time shall be subject to the availability of time on the vacation allotment calendar.~~

~~8. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Employees may not take any vacation leave until it has been deposited into their leave bank.~~

~~9. Scheduling of the third and fourth week of vacation leave earned by eligible employees shall be at the discretion of the department head so that such third and fourth week schedule does not conflict with vacation leave requests of employees with~~

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less than five (5) years service. Employees with enough accrued vacation time may request three (3) and/or four (4) weeks of consecutive time off. Third and fourth week vacation requests will be reviewed based upon available vacant periods defined by the vacation allotment calendar. Employees must give as much advance notice as possible to their supervisor, but not less than five (5) working days prior to the time of request. Employees cannot submit third and fourth week vacation requests until at least May 1 of each year. All requests shall be considered and will be approved when possible allowing for peak request periods and the efficient operations of the City. If proper application is made, the City will notify the employee of an approval or rejection of their request within five (5) working days of its submission. If recommended by the department head, the request must then be forwarded to the City Manager for his review and approval or denial.

(i) 10. Employees shall be entitled to vacation pay in any of the following instances:

~~1) Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of the date of separation.~~

a. Upon separation of service, (voluntary or involuntary, excluding termination for reasons of disciplinary action), employees who give at least five (5) days' notice will be paid their accrued and unused vacation time.

~~2) b.~~ Any regular employee, who is placed on indefinite layoff or separated from the City, for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.

~~3) c.~~ Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the City to enter Military Service.

~~4) In addition to the regular vacation benefits provided, an additional one-half day vacation bonus shall be given to employees taking their vacation leave during the months of January through March for each week of regular vacation time taken. Vacation bonus shall not exceed one (1) day for each year.~~

5) Employees with a minimum of three (3) weeks of vacation time shall have the option of selling back up to one week (40 hours) of vacation time or carrying over up to one week (40 hours) of vacation time to the next personnel year, but not both. The sell-back shall be available to employees with the condition that, thirty- (30) days notice is given to the Finance Department, and if at that time the employee schedules their remaining vacation time off.

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11. In addition to the regular vacation benefits provided, an additional one-half day vacation bonus shall be given to employees taking their vacation leave during the months of January through March for each week of regular vacation time taken. Vacation bonus shall not exceed one (1) day for each year.

12. Employees will not be entitled accrued vacation buy-out if:

- a. If employee no-call, no-shows for three consecutive days. This will be viewed as a voluntary termination.
- b. If an employee fails to give at least five working-days' notice in advance of termination.
- c. If a probationary employee separate service (voluntary or involuntary), prior to completion of their probationary period.

~~(j) Employees shall not be entitled to accrue vacation pay if any of the following applies:~~

~~1) If an employee separates himself from the City by reason of absence without leave.~~

~~2) If an employee fails to give at least five (5) working days notice in advance of termination date.~~

~~3) If a probationary employee leaves the employ of the City before completing his probationary period.~~

~~(k) Deduction of Vacation in the case of Hospitalization.~~

~~An employee who has a documented hospitalization for an illness or an accident occurring during the time of a regularly scheduled annual vacation shall have the option of not having that time while confined to bed, deducted from annual vacation leave. With documentation of hospitalization and notification to the City, an employee may elect to have time of confinement deducted from their sick leave account and the applicable time credited back to their vacation leave account.~~

Section 5—Personal Leave

E. Personal Leave

A personal leave day is a day of leave with full pay for the purpose of transacting or tending to personal matters, which require absence during scheduled work time.

1. Full time ~~and part time employees~~ shall be granted three (3) personal leave days per year. In order to use such personal leave days, an employee must obtain the permission of their Department or division manager in advance.

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2. Personal Leave Days are credited to an employee's account on April 1 and must be used before the next March 31.
3. Employees are credited with three (3) personal leave days after completion of six months of continuous service in their new position. These days are to be taken before the end of the Fringe Benefit Year (March 31).
4. ~~Part time TPOAM employees who become full time get credit for three (3) Personal Leave Days after 3 months. These days are to be taken before the end of the Fringe Benefit Year (March 31). At the end of the Fringe Benefit year, part time employees may convert any extra personal leave days to sick days since they are not entitled to any other sick time.~~
5. Upon separation of service, (voluntary, involuntary, or retirement), personal time will not be bought out.

Section 6—Sick Leave

F. Sick Leave

Sick leave shall not be considered a privilege, ~~which an employee may use at his discretion,~~ but ~~shall be allowed~~ is intended to only be used in the case of necessity and actual sickness or disability of the employee.

- ~~(a)~~ 1. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred and fifty (150) days for any employee. Employees will be paid, **annually** for fifty percent (50%) of total accumulation over seventy-five (75) days on yearly basis or will be permitted to bank sick leave. ~~Upon retirement, employees hired prior to January 1, 1977, will be paid fifty percent (50%) of accumulated sick leave, not to exceed seventy five (75) days. Personnel hired since January 1, 1977, will have a cap of sixty two and one half (62.5) days, regardless of source, rolled in to their Final Average Compensation. These employees will be paid for fifty percent (50%) of all accumulated sick leave and one hundred percent (100%) of all accrued vacation time but the excess of paid time beyond the sixty two and one half (62.5) day cap will not be figured into their Final Average Compensation.~~
2. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall ~~be computed~~ **begin accruing**, from the first full working day of the employee.
3. ~~However, no employee shall be entitled to sick leave credit until he shall have completed six (6) months of service, at which time he shall be credited with the number of hours he will have earned during the six (6) months of service.~~ **Employees may not use sick leave until they have been employed for a minimum of six (6) months of continuous service.** Except for job-incurred disabilities, an

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employee with less than six (6) months' service who is absent because of illness shall be without pay.

4. Further, for every year in which employees do not use any sick time or report late for work, they shall be credited with one (1) day which may be used as an additional sick day, vacation day or the employee may elect to be paid, at straight time, exclusive of shift premium pay, for the one (1) day.

~~(b)~~ 5. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule. An Employee using sick leave will receive their regular pay for the day they are off if said absence is authorized under the collective bargaining agreement.

~~(b)~~ 6. A certification of illness or injury from a physician of the City Manager's choosing may be required by the ~~City Manager~~ **Human Resources & Operations Department**, as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days.

7. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

~~(d)~~ 8. Sick leave ~~credits~~ will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.

~~(e)~~ 9. Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify their department's supervisor on duty and/or his/her designee prior to the start of the shift or no later than one half hour after the starting time of his/her particular shift on the first day of his absence, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

~~(f)~~ 10. ~~If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of the vacation leave accrued to which employee is entitled as of such date. Employees must use sick leave first, when on an excused sick leave, and then may use vacation and other leave bank time to supplement their pay. Employees must use all paid leave banks when on Family and Medical Leave Act (FMLA) FMLA, and then once all banks are exhausted, the leave may be unpaid.~~

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~~(g)~~ 11. From the date of an employee's injury or illness, an employee will be placed on leave without pay for a period not to exceed one (1) year for a non-duty disability or two (2) years for a duty related disability from his initial date of absence from work. If at the end of that time, the employee is still unable to return to work, his employment shall be terminated. An employee shall only accrue vacation, sick time, holiday leave or other banks of time off during the first month of the non-duty disability. During the disability, employees must use their time banks in the following order for all workdays absent from work: sick, compensatory, vacation, personal leave. An employee cannot supplement their income from the Long-Term disability pay, from their time banks to receive "full pay". Only those employees on duty-disability are eligible for continuation of insurance coverages.

~~(h) Effective upon ratification of this Agreement, a new attendance notice provision will be instituted.~~

12. Employees will be notified concerning attendance patterns and the use of sick leave by the form outlined in Appendix B. ~~the below defined form.~~

~~OFFICIAL NOTICE RELATING TO SICK LEAVE~~

~~TO:~~

~~SUBJECT: OFFICIAL NOTICE RELATING TO SICK LEAVE~~

~~It has been brought to my attention that your pattern of sick leave has been~~
~~_____ (identify pattern) _____ days in the current personnel year.~~

~~In accordance with Article XVIII, Section 6 (h), of the Labor Agreement between the City of Oak Park and TPOAM, you are hereby required to produce a physician's confirming letter for all additional sick leave day(s) taken this personnel year.~~
~~Failure to do so will result in forfeiture of pay for any sick leave day(s) used without producing the referenced physician's confirming letter.~~

~~Assistant City Manager/Director of
Personnel and Labor Relations~~

~~A meeting to discuss this notice will be scheduled upon your written request to the City and the Union.~~

13. Upon separation of service, (voluntary or involuntary), employees will not be bought out of their sick leave.

14. Upon retirement, employees will be bought out of 50% of their sick leave.

~~Section 7—Duty Disability Leave~~

~~G. Duty-Disability Leave and Worker's Compensation~~

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~~(a)~~ A "duty disability leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City as covered by Michigan Workers' Compensation Act.

~~(b)~~ 1. In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, ~~however minor,~~ to his immediate supervisor and take such first-aid treatment as may be recommended. **An employee's work-related injury or illness requiring more than first aid shall report to the Occupational Health Clinic for evaluation. Any employee who refuses to seek treatment shall be subject to discipline, up to, and including discharge, or waive in writing, such first aid, if this injury or illness is not considered serious.**

~~(c)~~ 2. Employees on duty disability leave shall accrue sick leave only to the extent of six (6) days.

~~(d)~~ 3. Regular or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City, shall receive duty disability pay as follows:

~~1. a.~~ **For the first seven (7) calendar days,—the City will pay the employee his regular pay for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; and the time shall be charged to "Duty Disability Leave," which is limited to the working days in the first seven (7) calendar days only.**

~~2. b.~~ After seven (7) calendar days, payment shall be governed by the regulations of Workers' Compensation Act. In such cases the following shall apply:

- i. Employees will receive, for a total of six (6) months, a payroll check for the difference between his Workers' Compensation check and his normal payroll check. On the expiration of this six-(6) month period, employees will receive compensation as provided for in the Workers Compensation Act.

~~(e)~~ 4. An employee who is working and who is being treated for a duty disability injury will be transported, if unable to drive, and treated for such injury during regular working hours and will be compensated at his regular rate of pay and premium pay. He shall report promptly to work once the appointment is completed if he is able.

~~(f)~~ 5. During the time that an employee is on disability leave, he shall be provided with all the insurance as though he were on normal duty.

(g) 6. Should a **duty-disabled** employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for duty disability retirement. **If ineligible for retirement, the employee shall be separated from service.** The exception shall be if the employee's prognosis is to return to work within two (2) years of the date of disability.

Please see the City's Subrogation policy in Appendix E.

SUBROGATION

1. ~~Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.~~

2. ~~Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.~~

3. ~~Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.~~

4. ~~In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.~~

5. ~~In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the~~

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~~Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.~~

~~6. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery~~

~~Section 8 Non-Duty Disability~~

H. Non-Duty Disability

(a) The City shall provide a non-duty disability insurance plan to provide benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee to those employees who incur an illness or injury other than in the course of their employment. Such benefits are to be paid according to the terms and conditions of the insurance plan but these benefits will expire after one (1) year.

(b) The waiting period of the plan shall be 180 days with a maximum benefit amount of \$3000 per month.

(c) An employee will continue to earn sick and vacation time accrual for the first month of their non-duty disability.

(d) Continuation of health coverages beyond one month, shall be in compliance with the Federal Family Medical Leave Act.

(e) If an employee is off duty for over one year, and they are eligible for retirement with the City, they must submit their application for retirement and their non-duty disability insurance will be coordinated.

(f) Each member of the Bargaining Unit shall receive an individual policy setting forth the terms of said policy and eligibility requirements. The aforesaid terms and requirements contained in said policies shall represent the total liability of the City in regard to this benefit.

(g) Should a non-duty disability employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for regular retirement. If at the end of that time, said employee is still unable to work, his employment shall be terminated in accordance with existing policy, rules, regulations, statutes, and ordinances.

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(h) ~~Eliminate all light duty work except the~~ The City reserves the right to provide a limited light duty assignment at its sole discretion ~~for work related injuries only.~~

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APPENDIX E
SUBROGATION

1. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.
2. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.
3. Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.
4. In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.
5. In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the

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provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

6. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery

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XIX. LEAVES OF ABSENCE — WITHOUT PAY UNPAID LEAVES OF ABSENCE

Section 1

~~(a)~~ A. Department heads may grant leaves of absence without pay to regular employees for periods not to exceed ten (10) working days. ~~Leaves Any unpaid leave~~ in excess of ten (10) working days must be approved by the City Manager.

~~(b)~~ B. A leave of absence without pay may be requested for any legitimate purpose, but such leave may not be granted if determined to be detrimental to the best interest of the City. In recognition of the fact that leaves of absence without pay, if denied, do not result in a loss of City-paid wages, the denial of such leaves shall not be subject to the grievance procedure and the remedies set forth therein.

~~(c)~~ C. Employees shall request such leaves of absence, in writing, at least thirty (30) days in advance of the date desired where possible, unless such leave is of an emergency nature.

~~(d)~~ D. No benefits other than seniority will accrue for employees on unpaid leaves of absence unless specifically addressed in a particular section of this article. Such seniority shall be for job bidding and layoff purposes only.

Section 2 — Education Leave

E. Education Leave

~~(a)~~ 1. The City Manager ~~manager~~ may authorize educational leaves, with or without pay, for regular employees when determined to be in the best interest of the City. In such cases, where educational leave is granted with pay, the employee shall be required to return to the City employment for a period of time equal to that of the educational leave.

~~(b)~~ Abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for each higher classification as soon as such higher classification becomes available. The employee so qualified may request a change in classification.

Section 3 — Union Business

~~(a)~~ Regular employees elected or appointed to any Union office or position which takes them from employment with the City may, at the discretion of the City and upon written request of the Union, be granted a leave of absence without pay but with seniority accumulation for job bidding and layoff purposes only. The leave of absence shall not exceed one (1) year, but may be renewed or extended for similar period of time upon the written request of the Union. Leaves granted hereunder shall be without pay and written requests from the Union for such

~~leaves must be submitted to the City Manager at least thirty (30) days prior to the starting date of the leave of absence.~~

~~(b) Regular employees who are members of the Union and are selected to participate in any other authorized Union activity may be granted a leave of absence, without pay or benefits but with seniority accumulation for job bidding and layoff purposes only at the request of the Union and with the approval of the City Manager. A leave of absence for such Union activity shall not exceed one (1) month, but may be renewed or extended for a similar period of time by the City Manager, upon written request by the Union.~~

~~(c) Positions opened by such leaves of absence may be filled temporarily by qualified employees within the Bargaining Unit, as determined as in the best interest of the City, by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and the employee so promoted shall return to his/her original position upon return of the employee on such leave of absence. If no Bargaining Unit employee is qualified, the City may fill the vacancy with a qualified temporary employee.~~

Section 4 — Military Leave

F. Military Leave

~~(a) The City agrees to abide by the re-employment rights as provided in the Selective Service Act, as now in effect or as may hereinafter be amended. Regular employees who are members of the National Guard or of a military reserve organization will be granted a leave of absence without pay if called to active duty.~~

~~(b) In the event an employee as a member of the National Guard or a military reserve unit is called for emergency duty, the City will pay the difference between his military and regular base pay. This supplemental compensation, however, shall not exceed a period of forty five (45) calendar days.~~

- 1. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Director/Deputy Director of their department of the upcoming military service requirements.**
- 2. Benefits provided for employees absent under this Article shall be provided consistent with Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services, as determined by the Human Resources & Operations Department. Employees absent under USERRA should provide the City with a copy of his/her military orders.**

3. Regular employees who are members of the National Guard, or of a military reserve organization, will be granted a leave of absence without pay if called to active duty.
4. In the event an employee as a member of the National Guard, or a military reserve unit, is called for emergency duty, the City will pay the difference between his military and regular base pay. This supplemental compensation, however, shall not exceed a period of forty-five (45) calendar days.

(c) 5. An employee who leaves or left City employment to enter any Armed Services of the United States during time of war, period of compulsory military service, or period of national emergency recognized by the City Council, shall have periods of active duty credited as service, as set forth in Section 15-5 of the Ordinance Code of the City of Oak Park.

G. Family and Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Paid or unpaid leaves will run concurrently with any eligible FMLA leave.

~~Section 5—Maternity/Paternal and Child Care Leave~~

~~(a) Whenever an employee shall become pregnant, she shall furnish the Director of Personnel with a certificate from her attending physician within the first four months of her pregnancy. This certificate must state the approximate date of delivery, the fact that the doctor is aware of all her job duties and the length of time she may continue to work at her job. If the doctor will not allow her to continue to perform her regular job duties, he must state the nature of the work she may perform.~~

~~(b) The pregnant employee shall be permitted to continue to work in accordance with her physician's recommendation providing the employer has suitable work available.~~

~~(c) In the eighth month of pregnancy, another doctor's certificate must be presented to the Director of Personnel stating that the individual may continue working at her full job duties or stating the nature of the work she may perform.~~

~~(d) If an individual is unable to perform her normal job duties and suitable work is not available, the employer is not obliged to create any work for the pregnant individual.~~

~~(e) A pregnant employee whose physician declares her disabled for work prior to the actual delivery, must present a statement of disability to the Director of Personnel. An employee so disabled, may use her sick leave days for this time of disability prior to delivery. This disabled employee shall still be entitled to three (3) months off after her hospitalization for delivery.~~

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~~(f) When a regular employee who gives birth to a child, adopts a child, or is the father of the child, she/he will be granted a leave of absence using accrued time or without pay not to exceed three (3) months for child care purposes.~~

~~(g) A pregnant individual who voluntarily chooses to cease working prior to being declared disabled by her physician will have time deducted from the three (3) months off granted to employees for child care purposes.~~

~~(h) The three (3) months of childcare leave for an employee who remains working until declared disabled and then gives birth to a child, begins after her hospitalization for the delivery. Notification of her release from the hospital must be sent to the Director of Personnel. A letter will then be sent to the individual informing her of the date upon which she must return to the City if she wishes to continue employment.~~

~~(i) An individual who is on childcare leave may use any of his/her accrued time to continue on payroll or such accrued time may be frozen to be used when the employee returns. The use of accrued time does not, however, extend the child care leave beyond the three (3) months except as provided for in the City policy outlining the Federal Family and Medical Leave.~~

~~(j) If there is a disability documented by a physician's certificate, employees on a maternity leave who are not using accrued time shall continue to have premiums paid on insurance programs for the duration of said disability not to exceed three (3) months.~~

~~(k) If, at any time, during his/her childcare leave, any individual decides not to return to employment with the City, he/she is to notify the Director of Personnel in writing.~~

Section 6 - Medical Leave

A regular employee shall be granted a medical leave of absence for a period of one (1) year, or until eligible for long-term disability insurance, upon written request to the City Manager, accompanied by a physician's statement substantiating the need for such leave. Such leaves run concurrent with FMLA. The City may require a medical examination of the employee by the City designated physician, at the City's cost, for substantiation of the medical leave, any extension thereof, or before return to work is authorized. Where the City's designated physician disagrees with the employee's physician, the employee shall be examined by physicians at the University of Michigan Hospital, Ann Arbor, at the City's expense, whose diagnosis shall be determinative and binding upon the parties. The denial of the medical leave is subject to the grievance procedure. Employees on medical leave will continue to have their life and medical insurance benefit programs paid by the City until they are eligible for long-term disability.

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XX. PENSION RETIREMENT & RETIREE INSURANCE

Section 1.

Employee pensions are governed by the City of Oak Park's Retirement System in are governed by Section 55-21 through 55-44 of the Ordinance Code of the City of Oak Park. The following is a summarization of the service retirement allowance as agreed to between the City of Oak Park and TPOAM:

A. Defined Benefit Pension System: Employees hired prior to July 1, 2006 will take part in the City of Oak Park's Defined Benefit Pension Plan. The Defined Benefit Plan will be governed by the following stipulations:

1. Employees will have their defined benefit pensions vested at ten (10) instead of fifteen (15) years with the following conditions:

~~(a) Persons hired prior to January 1, 1977, will have no change in their Final Average Compensation formula.~~

~~(b) Persons hired since after January 1, 1977, will have a cap of five hundred (500) hours, regardless of source, figured into their Final Average Compensation; sick leave at 50% and vacation at 100%. Payoff of time in excess of five hundred (500) hours would be paid according to formula but not added into Final Average Compensation. Personnel hired after January 1, 1977, will have a cap of sixty-two and one-half (62.5) days, regardless of source, rolled-in to their Final Average Compensation. These employees will be paid for fifty percent (50%) of all accumulated sick leave and one hundred percent (100%) of all accrued vacation time but the excess of paid time beyond the sixty-two and one-half (62.5) day cap will not be figured into their Final Average Compensation.~~

~~(c) a. Persons hired after January 1, 1980, but prior to July 1, 2006, including all future new hires, will use five (5) instead of three (3) years of the last ten (10) years of service when computing their Final Average Compensation. These employees will have the same cap on time fold-ins as employees hired since January 1, 1977. These employees will have a cap of five hundred (500) hours, regardless of source, figured into their Final Average Compensation; sick leave at 50% and vacation at 100%. Payoff of time in excess of five hundred (500) hours would be paid according to formula but not added into Final Average Compensation. In addition, these employees will have a cap on Longevity payments, covered in Article 26, Longevity Pay, "53-Week Pay." Longevity Section.~~

2. The multiplier to be applied for computation of the Final Average Compensation shall be 2.5%.
3. Employees in the Defined Benefit Pension Plan will have a contribution rate of 3.5%.
4. ~~Employees in the Defined Benefit Pension Plan~~, with a minimum of five (5) years of service with the City of Oak Park, are eligible to purchase prior United States Military Time, under the following conditions:
 - a. The cost for each year of service will be calculated by taking the earning from the military time worked, in the year you are buying back, multiply those earnings by 3.8%, and then add on compounded interest at the current net yield of the fund. The years bought will be the most recent prior military time.
 - b. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than one year in each purchase (with the last purchase being less than one year), or, they may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.
 - i. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.
 - c. There cannot be duplicate pension service credit for any year in both Oak Park and prior military time purchased.
 - d. The buy-back must begin within three (3) years of eligibility and the payment be spread over a period no longer than the amount of time purchased.
 - e. Honorable discharge is required with a copy of the employee's DD-214, or other authentication documentation of full-time service, as verification of service. Receipt or eligibility for a military retirement bars a buy-back of military service.

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- f. Military time bought back shall count towards vesting for retiree health care coverage.
 - g. The pension system actuaries shall determine the cost of the buyback and the employee shall pay 50% of the cost of this calculation, upon receipt of the report from the actuaries.
 - h. Employees are limited to purchasing a military buy-back of 5 years.
 - i. Any buy-back must be for full-time military duty.
5. Final Average Compensation is the monthly average compensation paid to an individual during the period of sixty (60) consecutive months of credited service producing the highest average, contained within the period of one hundred and twenty (120) months of credited service immediately preceding the date employment with the City, last terminated.

B. Defined Contribution Plan: Employees hired after July 1, 2006 shall participate in the Defined Contribution Plan and will be governed by City of Oak Park's Retirement System Ordinance Article 3, Section 55-51 through 55-64, and the following stipulations:

~~(d) Persons hired on/or after July 1, 2006, shall participate in the defined contribution program provided by the City of Oak Park Employee's Retirement System.~~

1. The City will contribute 7.5% of base compensation to the **Defined Contribution Program**, ~~defined contribution program~~ and match up to an additional 3% of base compensation contributed by the employee. ~~All current Employees shall be immediately vested, if not yet vested, after one year of service, however,~~

2. ~~Employees~~ employees hired after July 1, 2017 shall be subject to the following vesting schedule:

50% after three years
100% after 5 years

C. Part-Time Employee Pensions: Regular part-time employees hired prior to February 6, 2013, who work at least 1,040 hours per year, will contribute the same percentage of wages as the full-time employees, for a retirement contribution, and will therefore be entitled to pension credits under the following stipulations:

- 1. The 1040 hours would have to be hours worked for Pension Service credit.
- 2. Time off will not count as time worked towards pension credit except for Holiday hours, which are credited on a 50% basis.

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3. Pension Service Credit months will be computed in the same manner for part-time employees as they are for full-time employees.

(e)

D. Retirement Eligibility:

1. **Defined Benefit Plan:** Employees are eligible for retirement upon attainment of age 55 and completion of 10 or more years of credited service, or after completion of 25 years of credited service regardless of age (Section 55-27).
2. **Defined Contribution Plan:** Employees are eligible for retirement upon attainment of age 55, or a completion of 25 years of credited service, regardless of age (Section 55-60).

E. Healthcare in Retirement:

1. ~~{f} Medical coverage will be provided to the retiree, the retiree's spouse at the time of retirement, and any of the retiree's eligible dependents at the time of retirement. at the same level of coverage that was provided at the time of the employee's separation of employment with the City. Spousal coverage is only for that individual that the retiree is married to at the time of the employee's retirement and dependent coverage is only for those eligible dependents at the time of the employee's retirement. When a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the same level that was provided prior to Medicare participation. Any survivor receiving a pension, who receives medical coverage from their employer or through a new spouse, must participate in that medical program as primary coverage and the City medical shall be supplemental as long as they continue to receive a City pension.~~
2. When a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, enroll in Medicare Part B, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare.
3. Any survivor receiving a pension, who receives medical coverage from their employer or through a new spouse, must participate in that medical program as primary coverage and the City medical shall be supplemental as long as they continue to receive a City pension.
4. Persons hired on/after July 1, 2006 shall have the option to participate in:

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- ~~1.~~ a. A retiree Health Savings Plan (HSP) in which the City will make an annual contribution of 3% of an employee's base compensation to the health savings plan. Employees will be vested after one year.

~~_____~~ OR

- ~~2.~~ b. 100% of medical insurance coverage vesting after 25 years of service.

~~c. Employees must choose one option above prior to or on the first anniversary of employment with the city.~~

5. "Mirroring" Healthcare

- a. Should healthcare benefits provided to current employees change in future contracts, then hospitalization and medical care benefits provided for retirees retiring on or after July 1, 2010 shall also be changed to the same hospitalization and medical care benefits coverage provided to current employees.
- b. Should hospitalization and medical care benefits coverage provided to current employees cease for any reason, such retirees shall continue to receive the hospitalization and medical care benefits coverage last provided to them at the time the hospitalization and medical care benefits coverage provided to current employees ceased.
- c. In the event current employees may be required to share in the premium cost of the hospitalization insurance, retirees would not be required to participate in any form of premium cost sharing.
- d. Should the coverage in effect for active employees not be accepted where the retiree resides, the Employer will provide a comparable plan which will be accepted where the retiree is presently residing.
- e. Effective for retirees after July 1, 2014: Should prescription benefits provided to active employees as defined in this Article change in this contract and future contracts, then prescription coverage provided for retirees shall also be changed to the same provided to active employees. Should prescription coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.

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~~(g) F. Final Average Compensation is the monthly average compensation paid to an individual during the period of sixty (60) consecutive months of credited service producing the highest average, contained within the period of one hundred and twenty (120) months of credited service immediately preceding the date employment with the City, last terminated, is defined as money earned, not money received for years of service after July 1, 1998 (This excludes the payout of time banks allowed to be included).~~

G. Retiree Life Insurance

The City will provide a \$3,000.00 life insurance policy to all retirees.

Section 2.

~~(a) The multiplier to be applied for computation of the Final Average Compensation shall be 2.5%.~~

~~(b) The employee's in the Defined Benefit Plans contribution rate to DB Pension will be 3.25%, which shall increase to 3.5% on July 1, 2018.~~

Section 3 — Part Time Pension

~~(a) All regular part time employees hired prior to February 6, 2013 and enrolled in the pension system, who work at least 1040 hours per year, will contribute the same percentage of wages as the full time employees for a Retirement contribution and therefore will be entitled to pension credits. The 1040 hours would have to be hours worked for Pension Service credit. Time off will not count as time worked towards pension credit except for Holiday hours, which are credited on a 50% basis. Pension Service Credit months will be computed in the same manner for part time employees as they are for full time employees.~~

Section 4

~~Employees (defined as those actively employed members of the bargaining unit as of the date of this agreement) with a minimum of 5 years of service with the City of Oak Park are eligible to purchase prior U.S. Military time under the following conditions:~~

A. Military Time:

- ~~6. The cost for each year of service will be calculated taking the earning from the military time you worked for, in the year you are buying back, multiply those earnings by 3.8% and add on compounded interest at the current net yield of the fund. The years bought will be the most recent prior military time.~~
- ~~7. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than 1 year in each purchase (with the last purchase being less than 1 year), or they~~

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~~may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.~~

- a. ~~If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.~~
8. ~~There cannot be duplicate pension service credit for any year in both Oak Park and prior military time purchased.~~
9. ~~The buy back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.~~
10. ~~Honorable discharge is required with a copy of the employee's DD-214 as verification of service. Receipt or eligibility for a military retirement bars a buy-back of military service.~~
11. ~~Military time bought back shall count towards vesting for retiree health care coverage.~~

~~The pension system actuaries shall determine the cost of the buyback and the employee shall pay 50% of the cost of this calculation, upon receipt of the report from the actuaries.~~

~~Employees are limited to purchasing a military buy-back of 5 years.~~

~~Any buy-back must be for full-time military duty.~~

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XXI. INSURANCE BENEFITS

Section 1 - Hospitalization Insurance

A. Health Insurance

Effective July 1, 2021, the City shall provide each employee and his/her eligible dependents with ~~Blue Cross/Blue Shield Simply Blue 500~~ the Blue Cross/Blue Shield Community Blue 4 Benefit Plan coverage as outlined in Appendix A. For the duration of this Agreement, the City shall continue to enforce the Hard Cap under Public Act (PA) 152. For the duration of this Agreement, if the current Community Blue 4 Benefit Plan exceeds the Hard Cap, the Union agrees to switch to Simply Blue 500 Plan on the following January 1st.

~~_____ A. _____ Community Blue _____ 4 with a 5/40/80 drug card~~
~~_____ \$30 OV /Chiro and \$150 ER~~

Mandatory Step Therapy

B. _____ Hard Cap (Active employees only)

1. Coverage of the employee's family shall include the employee, their spouse and any eligible dependents. The recognized definition of "dependent" shall be the current accepted classification by Blue Cross/Blue Shield for medical coverage.
2. Employees shall be eligible for such coverage after the 1st day of the month after employment with the City, or a maximum of 30 days.
3. The City reserves the right to self-insure, wrap or change carriers as long as the benefits provided are equivalent to the benefits presently being provided.

~~D.~~

B. Health Care Reform and the Affordable Care Act

The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with the same and avoid penalties.

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The City or the Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare or actions taken by the legislature regarding retiree healthcare issues.

~~E. Health Insurance Coverage for eligible retirees:~~

~~Should hospitalization and medical care benefits provided to current employees change in future contracts, then hospitalization and medical care benefits provided for retirees retiring on or after July 1, 2010 shall also be changed to the same hospitalization and medical care benefits coverage provided to current employees.~~

~~Should hospitalization and medical care benefits coverage provided to current employees cease for any reason, such retirees shall continue to receive the hospitalization and medical care benefits coverage last provided to them at the time the hospitalization and medical care benefits coverage provided to current employees ceased. In the event current employees may be required to share in the premium cost of the hospitalization insurance, retirees would not be required to participate in any form of premium cost sharing.~~

~~Should the coverage in effect for active employees not be accepted where the retiree resides, the Employer will provide a comparable plan which will be accepted where the retiree is presently residing.~~

~~Effective for retirees after July 1, 2014:~~

~~Should prescription benefits provided to active employees as defined in this Article change in this contract and future contracts, then prescription coverage provided for retirees shall also be changed to the same provided to active employees. Should prescription coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.~~

~~The parties agree that if any other bargaining unit receives a better benefit through negotiations it will apply to this Unit. This excludes Act 312 awards.~~

~~F. Health Insurance~~

~~G. Coverage of the employee's family shall include the employee, spouse, and children consistent with the Law until December 31 of the year of the 19th birthday. Coverage of dependents past 19 years is available through the Dependent Care Rider if the dependent meets the criteria for coverage as established by Blue Cross/Blue Shield. The recognized definition of "dependent" shall be that which is accepted by Blue Cross/Blue Shield for all medical coverages.~~

~~H. Employees shall be eligible for such coverage after 30 days employment with the City, or as soon as allowed by Blue Cross/Blue Shield.~~

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C. Pay-in-Lieu of Healthcare Coverage: All Bargaining Unit members and new hires shall disclose additional health insurance coverages so that benefits can be coordinated. Coordination of benefits does not entitle the employer to any disclosure of medical records of an employee.

1. For employees choosing to opt out of medical coverage, the employer shall pay according to the following schedule:

Single Coverage – up to \$2,500.00 per year, (\$208.33 per month)

Two-Person Coverage – up to \$5,000.00 per year, (\$416.66 per month)

Family Coverage – up to \$5,000.00 per year, (\$416.66 per month)

2. Employees who waive medical coverage may still enroll in dental and vision coverage.

3. Employees eligible for this option must show proof of existing alternate medical coverage prior to participating in this provision. If that alternate coverage terminates for any reason, the City must be notified of the Qualifying Life Event (QLE) immediately, at which point the employee will be enrolled in the City's coverage.

~~Employees will have the option of remaining on the City's Blue Cross/Blue Shield program or receiving the following payments and coverages in lieu of the City Plan:~~

~~(1) Single Person – \$56.25 per month and Optical coverage in accord with Article XXI, Section 2.~~

~~(2) Two Persons – \$126.25 per month and Optical coverage in accord with Article XXI, Section 2.~~

~~(3) Full Family – \$141.25 per month and Optical coverage in accord with Article XXI, Section 2.~~

~~J. Employees eligible for this option must show proof of existing alternate medical coverage prior to participating in this provision. If that alternate coverage terminates for any reason, the City must be immediately notified and the employee shall then again receive the coverage provided by this agreement.~~

K. _____

D. Part-Time Bargaining Unit Members: All part-time Bargaining Unit members will be able to purchase, at their own expense, a minimum essential coverage plan. ~~insurance coverage provided to full-time employees.~~ The City will make this program ~~all these programs~~ available in accord with the carrier requirements and will make payroll deductions for premiums.

E. Vision Coverage: The City shall provide vision coverage, as outlined in Appendix B.

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F. Dental Coverage: The City shall provide group dental insurance coverage, as outlined in Appendix C.

G. Life Insurance:

1. The City shall provide a \$20,000.00 term life insurance policy for all employees.
2. During the term of this Agreement, employees may purchase additional group life insurance from a sponsored vendor of the Employer. The cost for additional life insurance will be fully paid by the employee, via payroll deduction.

H. Long-Term Disability:

The City will provide a non-duty, Long-Term Disability plan, which will commence after 180 days (six months) of continuous disability. The benefits will be paid according to the terms and conditions set forth by the insurance carrier, and approval of an application for Long Term Disability will be determined by the insurance carrier.

~~Section 2—Optical Coverage~~

~~The City shall provide an 80/20 co-pay group optical insurance program. Effective the date of implementation of the medical Preferred Provider Option coverage, the City will improve the optical program to the BC/BS VCA 80 as part of the PPO coverage. The City shall have the right to provide comparable coverage. The City shall pay 70% of the cost and the employee shall pay 30% for the length of this contract.~~

~~Section 3—Life Insurance~~

~~(a) The City shall provide term Life Insurance coverage for all members of the Unit in the amount of \$20,000.00 including Accidental Death and Dismemberment.~~

~~(b) A \$3,000.00 Life Insurance policy shall be provided to all retirees with such costs being borne by the City.~~

~~(c) During the term of this contract, members may, at their own expense, purchase additional life insurance at the City group rates if available. Said costs for the additional life insurance shall be borne entirely by the member and shall be deducted from their paycheck.~~

~~Section 4—Dental Coverage~~

~~The City shall provide dental coverage for employees and their dependents as follows:~~

<u>TYPE OF SERVICE</u>	<u>POLICY COVERAGE</u>
Class I Benefits	
Basic Dental Services	100%
Balance of Class I Benefits	90%

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Class II Benefits

Prosthetic Dental Services _____ 75%

~~\$1,000 Maximum per person per contract year of Class I & II's~~

Class III Benefits

Orthodontics _____ 50%

~~\$1,000 Life Time Maximum per person~~

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XXII. HEALTH AND SAFETY

Section 1

~~(a)~~ A. The City shall make reasonable provisions for the safety and health of all employees during the hours of employment. The Union and the City agree and will cooperate in encouraging the employees to observe safety and health regulations and to work in a safe manner at all times.

~~(b)~~ B. The City and the Union hereby agree that the ~~Loss Control~~ **Safety** Committee is empowered to formulate policies concerning matters of safety within the Bargaining Unit subject to appropriate state and federal laws, and that the Union shall appoint one bargaining unit member to represent their interest on these issues.

Section 2

~~(a)~~ The City and the Union further agree that all recommendations involving the expenditure of funds are subject to approval of the City Manager prior to implementation.

~~(b)~~ C. The City and the Union further agree that all recommendations involving any proposed disciplinary action concerning safety violations will be discussed with the Union prior to implementation and shall be subject to the Grievance Procedure.

D. It is understood that employees have the right to refuse to perform a job or duty where his/her health or safety is endangered.

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XXIII. GENERAL PROVISIONS

MOVE ARTICLE TO THE BEGINNING OF THE CONTRACT

~~Section 1—Non-Discrimination~~

A. Non-Discrimination

The City shall not discriminate against any employee, because of age, sex, marital status, ~~disability, handicap~~, race, nationality, religious or political belief, ~~or for Union activities, or any other protected class~~. The TPOAM Union abides by federal and state laws, the TPOAM International Constitution, and the labor agreement between the Union and the City of Oak Park with respect to discrimination against any member because of ~~disability, handicap~~, age, sex, race, national origin, sexual orientation, religious ~~affiliation~~, ~~or political belief, or any other Federally protected class~~.

~~Section 2—Bulletin Boards~~

B. Bulletin Boards

The City agrees to furnish a bulletin board in each City building for the use of the Union. The bulletin boards will be located near the time clocks or any other convenient areas approved by the Union. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used for notices of Union business and information. The union may designate a person/persons who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other locations other than as designated.

~~Section 3—Copies of the Agreement~~

C. Copies of Labor Agreement

The ~~employer~~ Employer agrees to supply the Union with a digital PDF of the fully executed Labor Agreement, and will post the fully executed Agreement on the City Website. ~~enough copies for the membership and officers. Said contract shall be printed in the smallest legible size.~~

~~Section 4—Letters of Intent~~

~~All letters of intent or agreement or understanding will be incorporated into and a part of this contract Agreement.~~

~~Section 5—Licenses~~

The City agrees to ~~reimburse the cost of licenses that employees are required to have in order to perform all the duties of their job classification with the exception of individual licenses or certificates needed for initial employment and/or individual, professional or association dues.~~

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~~The only exception is the Employee shall be responsible for payment of any costs associated with the CDL road test.~~

~~Section 6 — Changes in Classification~~

~~The City agrees to negotiate a new Classification for employees who are given different and/or additional duties, which substantially vary from the applicable job description or past practice. The wage rate for the new classification will also be subject to negotiation between the Union and the City. If not settled, the matter may be referred to a mediator by either party.~~

~~Section 7 — Attendance~~

D. Attendance

The Union will assist the City in instituting an effective attendance control procedure.

~~Section 8 — Tuition Reimbursement~~

E. Tuition Reimbursement

Union members shall be provided the opportunity to receive reimbursement for attending educational courses in accordance with the City Tuition Reimbursement Policy.

~~This provision is suspended for the duration of this contract.~~

~~Section 9 — Miscellaneous Provisions~~

F. Miscellaneous Provisions

(a) 1. Dress Code

The City ~~may require~~ **requires** all employees to wear identification. This may be in any form, such as an identification nametag, shirts, hats, jackets, etc. These forms of identification will be provided by the City and maintained by the employee.

- a. Solid color shorts that come to the mid-thigh, with no cut-off hems, may be worn by designated employees. Employees who are designated to wear shorts must have pants on the premises, in the case that they have to perform work that would require long pants.

~~Shorts may be worn with the restrictions enumerated below. Shorts shall be solid color, mid-thigh in length and have hemmed bottoms (no cut-offs). Management retains the right to determine and set standards pertaining to the appropriateness of employee's attire. Shorts meeting the above standards will be permitted except for Office Personnel and employees performing the following work activities:~~

- ~~—Building Maintenance personnel when working in office areas.~~
- ~~—Welding~~
- ~~—Mowing with non-riding mowers.~~
- ~~—Weed whipping~~
- ~~—Tree trimming~~

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~~Future revisions to the list of excluded personnel and activities may be recommended either by the Loss Control Committee, or by Management Personnel, in response to any unforeseen safety problems. The Director of Personnel will make final decisions. It is expected that employees choosing to wear shorts, will have long pants available to wear at the City.~~

~~(b)~~ **2. Drug Testing**

Property Clerks (and those other clerks volunteering to perform the duties of Property Clerk) are subject to pre-hire and random drug testing.

~~(c)~~ **3. One Time Licensure/Degree Bonus**

The city Employer will pay employees who receive additional certifications, licenses and/or degrees, which will enhance their value to the City, ~~an annual~~ a one-time bonus of \$350.00. This bonus will be awarded at the discretion of the City.

~~Section 10—~~

4. Management will work with employees during any occasion that all qualified Union employees within that Department have been offered the opportunity to work.

The ~~foremen~~ foremen/women will be able to work with employees, and ~~they and~~ along with the Deputy Director, may have plows on their trucks to assist as needed with snow. All ~~employees City-wide~~ City employees will be able to come in during emergency situations and assist as needed, as long as all qualified bargaining unit employees have been provided the opportunity to work that assignment.

~~Section 11—~~

5. The maximum number of continuous hours worked is sixteen with an eight-hour break.

G. Changes in Classification

The City agrees to negotiate a new Classification for employees who are given different and/or additional duties, which substantially vary from the applicable job description or past practice. The wage rate for the new classification will also be subject to negotiation between the Union and the City. If not settled, the matter may be referred to a mediator by either party.

XXIV. ALLOWANCES

Section 1—

A. Tool Allowance

The City agrees to pay automotive mechanics one-hundred and twenty-five (\$125.00) annually. ~~annually, for personal tools that are required for employment from a small tool allowance of~~
~~hundred twenty five dollars (\$125.00) per mechanic effective July 1, 1995.~~ Reimbursement will be paid from this allowance, during the month of June, each fiscal year for the prior year, upon receipts for tool purchases being submitted to the City.

Section 2—

B. Mileage Allowance

Employees who are requested or required to use their personal vehicle as part of their work shall be paid according to the current IRS rate. During the life of this contract, any mileage increase granted by the Council to any employee group will be extended to this Bargaining Unit. When available, City cars may be used by Bargaining Unit employees with the permission of the assigned supervisor.

Section 3—

C. Clothing Allowance

~~(a) 1. The City shall provide each Bargaining Unit member with a clothing allowance of~~
~~three five hundred dollars (\$500.00) (\$300.00) in July each year. All employees in the~~
DPW and Technical & Planning, that work outdoors, working outside shall be provided
(3) pairs of gloves, **two (2) pairs of regular work gloves and one (1) pair of leather**
"Truckers Special" gloves.

~~(b) 2. The City shall provide a minimum of six (6) 100% cotton t-shirts and three (3)~~
sweatshirts every 24 months for Public Service Workers.

~~(c) 3. Any Code Assistance Officer assigned as the Code Assistance/Animal Control~~
~~Officer shall be provided with a uniform replacement allowance of three hundred~~
dollars (\$300.00) in July each year, per year, \$150 to be paid in July and \$150 in January
of each fiscal year.

~~(d) 4. New employees employed as probationary Code Assistance/Animal Control~~
Officer shall be provided all uniform needs for the first year of their employment.
Thereafter, the employee shall receive the usual uniform allowance for this position as
provided above.

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~~(e)~~ 5. Those persons assigned to fill in for temporary absences of the Code Assistance/Animal Control Officer shall be provided with **two (2) pairs of uniform pants trousers, two (2) uniform shirts, and a hat.** ~~that they may properly perform their job function.~~

~~(f)~~ 6. The City may require any employee to purchase any shirt/jacket/etc. if it is too worn or tattered.

Section 4—

D. Cleaning Allowance

~~(a)~~ 1. The City will pay an outside cleaning firm for the cleaning of the uniforms worn by the regularly assigned mechanics.

~~(b)~~ 2. In the event of an illness or vacation of one week or more, the City will pay an outside firm for the cleaning of the mechanic's uniforms assigned to the person who substitutes for the regular mechanics in the same manner as described above.

Section 5—

E. Meal Allowance

Department of Public Works hourly personnel who work over eight (8) hours of overtime in a twenty-four- (24) hour period shall be entitled to a meal **allowance**, ~~money~~ not to exceed five dollars (\$5.00). Employees are required to submit the receipt from their meal to their supervisor for approval. Employees who submit approved receipts shall be reimbursed for the amount of the receipt not to exceed five dollars (\$5.00). It is understood that employees entitled to this meal allowance shall not be required to punch out and shall not take longer than, one-half (1/2) hour for this meal. It is also understood that the employee's supervisor shall determine the appropriate time to release the employees for this meal.

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XXVI. LONGEVITY PAY: "53-WEEK PAY"

(a) All employees covered by this Agreement shall be subject to the "53 week" pay program as follows:

- A. The City of Oak Park, not later than December 7 each year, shall issue special payroll checks **to be paid by the employee's elected payroll method** to all employees herein concerned, other than the normal pay, based on continuous service with the City of Oak Park.

~~Longevity pay for part-time employees will be prorated. The proration shall be computed on the basis of regular scheduled annual hours divided by 2080 hours to equal service time, multiplied by the longevity calculation.~~

~~(b) B. The formula for calculating Longevity Pay will be as follows: to be used in the computation of such pay is as follows: (The caps on longevity payments apply for pension purposes only for employees hired after January 1, 1980, and for actual payments and pension purposes for personnel hired after July 1, 1984).~~

1. FOR EMPLOYEES WITH THREE (3) OR LESS YEARS SERVICE: There shall be no longevity payments made to personnel with less than three years of service.
2. FOR EMPLOYEES WITH THIRTY-SIX (36) MONTHS TO **EIGHTY-THREE (83) MONTHS SEVEN (7) YEARS OF SERVICE**: 2% of base pay times number of months continuous service divided by 84 = amount of pay.
 - a. There is a cap of **four-hundred fifty dollars (\$450.00)** ~~two hundred and fifty dollars (\$250.00)~~ on longevity payments for employees with less than seven (7) years service. **This pay is subject to the normal withholding tax deduction.**
3. FOR EMPLOYEES WITH EIGHTY-FOUR (84) MONTHS TO **ONE-HUNDRED SIXTY SEVEN (167) MONTHS OF FOURTEEN (14) YEARS SERVICE**: 5% of base pay times number of months continuous service divided by 168 = amount of pay.
 - a. There is a longevity cap of **nine hundred dollars (\$900.00)** ~~seven hundred dollars (\$700.00)~~ on longevity payments for employees with less than fourteen (14) years service. **This pay is subject to the normal withholding tax deduction.**

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4. EMPLOYEES WITH ONE HUNDRED AND SIXTY-EIGHT (168) MONTHS OR MORE OF SERVICE: 8% of base pay times number of months continuous service divided by 252 = amount of pay.

- a. There is a cap of **one-thousand five hundred dollars (\$1,500.00)** ~~one thousand three hundred dollars (\$1,300.00)~~ on longevity payments for employees with one hundred and sixty-eight (168) months or more of service. This pay is subject to the normal withholding tax deduction.

~~Beginning in 2001 through 2004, the cap on the longevity for all years of service shall increase \$50 per year, which will increase the longevity cap a total of \$200 over the term of the agreement.~~

~~(c) C. As this the longevity payment is in recognition of years of service, an employee must be on the City payroll an active employee on the date of payment. Provided, However if If a member of the bargaining unit Bargaining Unit is on a an approved leave of absence that exceeds (1) one (1) year, he/she shall not be eligible to receive payment under the terms of this Article Agreement, beyond (1) one (1) year. Pro-rata pay on termination will not be permitted except in accordance with paragraph (f) below.~~

~~(d) D. Years of continuous service shall be computed on the November 1st of each year preceding payment.~~

~~(e) E. 53rd week Longevity pay shall be computed calculated as a percentage of the employee's annual base salary, as of the first day of November, preceding the payment in December.~~

~~(f) Employees of the Bargaining Unit who become eligible for retirement shall receive their prorated accumulation of the annual "53-week pay" upon retirement.~~

F. Upon separation of service (voluntary or involuntary), employees are not eligible for pro-rated longevity pay, shall receive a pro-rated amount of longevity pay.

G. Upon retirement, employees shall receive a pro-rated amount of longevity pay.

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TPOAM
April 14, 2021
Employer Proposal

XXVIII. LETTERS OF INTENT

~~All letters of intent, which have been executed by the representative parties of this Agreement, shall be deemed to be a part of this contract and therefore will continue to be binding upon said parties. It is hereby expressly agreed that any Letters of Intent, which are executed by the parties to this Agreement, during the life of this contract, shall be binding upon the parties as though they were a part of this contract.~~

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XXIX. DURATION OF AGREEMENT TERMINATION AND MODIFICATION

~~This Agreement and all agreed upon attachments thereto shall remain in full force and effect through, 11:59 p.m. June 30, 2020, and on a day to day basis thereafter until such time as the parties reach a new Agreement or until either party shall have given the other party a written, sixty (60) day notice of contract termination.~~

A. This Agreement shall continue in full force and effect until June 30, 2024.

B. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Section A, above.

C. In the event that negotiations extend beyond the expiration of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending any agreement upon a new Agreement.

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062921 - TPOAM TA PACKET PART 1

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Megan Burke (mburke@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEdmATebcAaB9ydbPvnocSfTUBjTxxh9U

"062921 - TPOAM TA PACKET PART 1" History

-  Document created by Megan Burke (mburke@oakparkmi.gov)
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-  Document e-signed by Erik Tungate (etungate@oakparkmi.gov)
Signature Date: 2021-06-29 - 9:15:17 PM GMT - Time Source: server- IP address: 67.149.90.87
-  Agreement completed.
2021-06-29 - 9:15:17 PM GMT

TPOAM
April 14, 2021
Employer Proposal

LETTERS OF AGREEMENT/LETTERS OF UNDERSTANDING

The Employer and Union agree that any Letters of Agreement or Letters of Understanding that are not brought to the Bargaining Committee to be memorialized into the Collective Bargaining Agreement will be considered null and void.

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PROBATIONARY PERIOD

- A. A new employee shall be a probationary employee without seniority until they have been employed for a period of one (1) year, at the end of which period they shall be either terminated or entered on the department-wide seniority list and the unit-wide seniority lists of the City, as of the first day of their employment.
- B. In the event an employee is considered marginal, and not performing up to the City's standards, their probation may be extended.
- C. An employee laid off during his probationary period and re-hired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with (1) one year retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department-wide, unit-wide and classification lists. An employee who has not completed the probationary period and is re-hired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.
- D. After serving six months of the probationary period the employee will be entitled to the commencement of all applicable benefits (excluding retirement until vested) and ~~required~~ to comply with the Union Security provisions defined in this Agreement.
- E. The Union shall represent probationary employees except for discharge and disciplinary action.
- F. Part-time employees will be on a probationary period for one year.

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TPOAM
April 14, 2021
Employer Proposal

THE USE OF PRONOUNS

The Parties agree that all pronouns that state "he" or "his" will be changed to include "he/she" and "his/hers."

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TPOAM
April 14, 2021
Employer Proposal

ROMAN NUMERALS TO ARABIC NUMERALS

The Parties agree to change all Article Numbers from Roman numerals (I, II, III, etc.) to Arabic numerals (1, 2, 3, etc.).

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TPOAM
April 14, 2021
Employer Proposal

SPECIAL LICENSES

The City agrees to reimburse the cost of licenses that employees are required to have in order to perform all the duties of their job classification with the exception of individual licenses or certificates needed for initial employment and/or individual, professional or association dues. The only exception is the Employee shall be responsible for payment of any costs associated with the CDL road test.

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XXVII. PAY PLAN. METHOD OF PAYMENT PAYROLL DEDUCTIONS

(a) The pay plan for City employees consists of a minimum and maximum for each classification which can be found in Appendix A of this Agreement.

(b) Advancement to the maximum step for each classification shall be accomplished in accord with the employee's anniversary dates of service as illustrated on salary structure chart contained within this Agreement.

(c) The City may hire new employees at any step in the wage range of the established classifications.

(d) METHOD OF PAYMENT - All employees will have the option to be paid by check or through the automatic payroll deposit system every two (2) weeks (bi-weekly). Payroll information or Checks will be distributed by the department head or his designated agent not later than every other Friday.

(e) PAYROLL DEDUCTIONS - Certain payroll deductions are compulsory on all paychecks pay checks (i.e., Federal Income Withholding Tax, State Tax, Social Security). Voluntary payroll deductions include United Fund, Credit Union, and Union Dues in accordance with Section VIII of this Agreement. If extended health benefit coverage such as optical or additional retirement contributions become effective, those deductions become compulsory.

(f) WAGE RATES - The general wage rates to be paid to Bargaining Unit classifications effective July 1, 2017, through June 30, 2020, are listed in Table A, Job Classification and Wage Rate Structure, attached to this Agreement.

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During the term of the Agreement wages shall be adjusted as follows: members of the Bargaining Group shall receive a \$750.00 sum one time payment made after ratification.

July 1, 2017: 3%

July 1, 2018: 2%

July 1, 2019: 1.5%

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(g) Part time base hourly rates of pay shall be the same as the base hourly rates of pay for full-time employees as shown in the Job Classification and Wage Rate Structure.

~~F. Wages: The wages and Bargaining Unit classifications can be found as outlined in Appendix A, with a 1% increase to be effective on July 1, 2023.~~

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APPENDIX A - TPOAM
 JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
 7/1/2021-6/30/2022 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Receptionist Service Aide	32157.4859 15.4603	33589.4439 16.1488	35048.6837 16.8503	36481.9726 17.5394	37912.8216 18.2273	37912.8216 18.2273	37912.8216 18.2273	37912.8216 18.2273
2	Administrative Clerk Records Clerk Water Meter Reader Bus Driver (Part-Time) Janitor	33318.8447 16.0187	34806.0316 16.7337	36319.6130 17.4614	37914.8178 18.2283	39482.5191 18.9820	39482.5191 18.9820	39482.5191 18.9820	39482.5191 18.9820
3	Public Service Worker Assistant Administrative Clerk II Assessing Clerk Finance Clerk Senior Citizen Outreach Provider Senior Janitor Bus Driver / Asst. to Senior Citizen Coordinator	35859.1507 17.2400	37427.9610 17.9942	39102.7929 18.7994	40832.6320 19.6311	42697.3270 20.5276	42697.3270 20.5276	42778.0632 20.5664	42778.0632 20.5664
4	Property Clerk	37238.0979 17.9029	38887.4226 18.6959	40616.3744 19.5271	42454.4531 20.4108	44345.7645 21.3201	44345.7645 21.3201	44534.5186 21.4108	44534.5186 21.4108
5	Administrative Secretary Finance Clerk II Appraiser I Library Computer Specialist Building Dept. Clerk	38670.0559 18.5914	40427.6203 19.4364	42238.1955 20.3068	44130.3941 21.2165	46128.6144 22.1772	46128.6144 22.1772	46426.7172 22.3205	46426.7172 22.3205
6	Meter Reader/Repairer Code Assistance Officer	38868.7911 18.6869	40614.1564 19.5260	42413.8632 20.3913	44353.5276 21.3238	46348.1990 22.2828	46348.1990 22.2828	48453.5500 23.2950	48453.5500 23.2950
7	Office Coordinator	41860.4656 20.1252	43778.1715 21.0472	45777.7226 22.0085	47777.9391 22.9702	49966.2442 24.0222	49966.2442 24.0222	50587.7353 24.3210	50587.7353 24.3210

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TABLE A - TPOAM
JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

7/1/2021-6/30/2022 - Hourly Based on 40 hour work week

SALARY

GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	Animal Control / Code Assistance Officer Technical Assistant	42454.4531 20.4108	44345.7645 21.3201	46372.5973 22.2945	48480.1663 23.3078	50697.084 24.3736	51372.695 24.6984		
9	Building Maintenance Repairer Recreation Coordinator Senior Appraiser Cable/IT Technician	43643.5372 20.9825	45561.0213 21.9043	47642.1958 22.9049	49803.8847 23.9442	52101.3167 25.0487	52832.1565 25.4001		
10	Public Service Worker I	38561.8162 18.5393	40427.6203 19.4364	42318.7099 20.3455	44263.9193 21.2807	46372.5973 22.2945	48642.5259 23.3858	50967.4615 24.5036	53479.1549 25.7111
11	Public Service Worker II	39751.7876 19.1114	43643.5372 20.9825	43536.4066 20.9310	44481.2859 21.3852	47589.1850 22.8794	49831.3882 23.9574	52155.4366 25.0747	54669.1263 26.2832
12	Librarian (Full-Time Only) Engineering Technician	45427.7179 21.8402	47507.5616 22.8402	49670.3595 23.8800	51940.0662 24.9712	54318.2344 26.1145	55210.3248 26.5434		
13	Master Mechanic Assistant	45967.5856 22.0998	47994.1967 23.0741	49911.9026 23.9961	51940.0662 24.9712	53939.3955 25.9324	55938.9466 26.8937		
14	Code Inspector Mechanical Inspector Rental Inspector	45885.7405 22.0605	49264.0170 23.6846	51075.7012 24.5556	52939.2872 25.4516	54831.2640 26.3612	56668.4556 27.2444		
15	Library Section Coordinator Master Mechanic Senior Systems Analyst Building Inspector Engineering Technician II	49481.3836 23.7891	51751.3121 24.8804	54101.7550 26.0105	56615.6665 27.2191	59263.1032 28.4919	60479.6909 29.0768		

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APPENDIX A - TPOAM
JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
7/1/2022-6/30/2023 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Receptionist Service Aide	32157.4859 15.4603	33589.4439 16.1488	35048.6837 16.8503	36481.9726 17.5394	37912.8216 18.2273	37912.8216 18.2273		
2	Administrative Clerk Records Clerk Water Meter Reader Bus Driver (Part-Time) Janitor	33318.8447 16.0187	34806.0316 16.7337	36319.6130 17.4614	37914.8178 18.2283	39482.5191 18.9820	39482.5191 18.9820		
3	Public Service Worker Assistant Administrative Clerk II Assessing Clerk Finance Clerk Senior Citizen Outreach Provider Senior Janitor Bus Driver / Asst. to Senior Citizen Coordinator	35859.1507 17.2400	37427.9610 17.9942	39102.7929 18.7994	40832.6320 19.6311	42697.3270 20.5276	42778.0632 20.5664		
4	Property Clerk	37238.0979 17.9029	38887.4226 18.6959	40616.3744 19.5271	42454.4531 20.4108	44345.7645 21.3201	44534.5186 21.4108		
5	Administrative Secretary Finance Clerk II Appraiser I Library Computer Specialist Building Dept. Clerk	38670.0559 18.5914	40427.6203 19.4364	42238.1955 20.3068	44130.3941 21.2165	46128.6144 22.1772	46426.7172 22.3205		
6	Meter Reader/Repairer Code Assistance Officer	38868.7911 18.6869	40614.1564 19.5260	42413.8632 20.3913	44353.5276 21.3238	46348.1990 22.2828	48453.5500 23.2950		
7	Office Coordinator	41860.4656 20.1252	43778.1715 21.0472	45777.7226 22.0085	47777.9391 22.9702	49966.2442 24.0222	50587.7353 24.3210		

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TABLE A - TPOAM
 JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
 7/1/2022-6/30/2023 - Hourly Based on 40 hour work week
 SALARY

GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	Animal Control / Code Assistance Officer Technical Assistant	42454.4531 20.4108	44345.7645 21.3201	46372.59732 22.2945	48480.16631 23.3078	50697.08402 24.3736	51372.69496 24.6984		
9	Building Maintenance Repairer Recreation Coordinator Senior Appraiser Cable/IT Technician	43643.5372 20.9825	45561.0213 21.9043	47642.19582 22.9049	49803.88466 23.9442	52101.31674 25.0487	52832.15654 25.4001		
10	Public Service Worker I	38561.8162 18.5393	40427.6203 19.4364	42318.7099 20.3455	44263.9193 21.2807	46372.5973 22.2945	48642.5259 23.3858	50967.4615 24.5036	53479.1549 25.7111
11	Public Service Worker II	39751.7876 19.1114	43643.5372 20.9825	43536.4066 20.9310	44481.2859 21.3852	47589.1850 22.8794	49831.3882 23.9574	52155.4366 25.0747	54669.1263 26.2832
12	Librarian (Full-Time Only) Engineering Technician	45427.7179 21.8402	47507.5616 22.8402	49670.3595 23.8800	51940.0662 24.9712	54318.2344 26.1145	55210.3248 26.5434		
13	Master Mechanic Assistant	45967.5856 22.0998	47994.1967 23.0741	49911.9026 23.9961	51940.0662 24.9712	53939.3955 25.9324	55938.9466 26.8937		
14	Code Inspector Mechanical Inspector Rental Inspector	45885.7405 22.0605	49264.0170 23.6846	51075.7012 24.5556	52939.2872 25.4516	54831.2640 26.3612	56668.4556 27.2444		
15	Library Section Coordinator Master Mechanic Senior Systems Analyst Building Inspector Engineering Technician II	49481.3836 23.7891	51751.3121 24.8804	54101.7550 26.0105	56615.6665 27.2191	59263.1032 28.4919	60479.6909 29.0768		

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APPENDIX A - TPOAM
 JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
 7/1/2023-6/30/2024 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Receptionist Service Aide	32479.0607 15.6149	33925.3384 16.3103	35399.1705 17.0188	36846.7923 17.7148	38291.9498 18.4096	38291.9498 18.4096		
2	Administrative Clerk Records Clerk Water Meter Reader Bus Driver (Part-Time) Janitor	33652.0331 16.1789	35154.0919 16.9010	36682.8091 17.6360	38293.9660 18.4106	39877.3443 19.1718	39877.3443 19.1718		
3	Public Service Worker Assistant Administrative Clerk II Assessing Clerk Finance Clerk Senior Citizen Outreach Provider Senior Janitor Bus Driver / Asst. to Senior Citizen Coordinator	36217.7422 17.4124	37802.2406 18.1742	39493.8209 18.9874	41240.9583 19.8274	43124.3003 20.7328	43205.8439 20.7720		
4	Property Clerk	37610.4789 18.0820	39276.2968 18.8828	41022.5381 19.7224	42878.9977 20.6149	44789.2222 21.5333	44979.8638 21.6249		
5	Administrative Secretary Finance Clerk II Appraiser I Library Computer Specialist Building Dept. Clerk	39056.7565 18.7773	40831.8965 19.6307	42660.5775 20.5099	44571.6981 21.4287	46589.9005 22.3990	46890.9843 22.5437		
6	Meter Reader/Repairer Code Assistance Officer	39257.4790 18.8738	41020.2979 19.7213	42838.0019 20.5952	44797.0629 21.5370	46811.6810 22.5056	48938.0855 23.5279		
7	Office Coordinator	42279.0702 20.3265	44215.9532 21.2577	46235.4998 22.2286	48255.7184 23.1999	50465.9067 24.2625	51093.6127 24.5642		

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TABLE A - TPOAM
 JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
 7/1/2023-6/30/2024 - Hourly Based on 40 hour work week
 SALARY

GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	Animal Control / Code Assistance Officer Technical Assistant	42878.9977 20.6149	44789.2222 21.5333	46836.3233 22.5175	48964.968 23.5408	51204.0549 24.6173	51886.4219 24.9454		
9	Building Maintenance Repairer Recreation Coordinator Senior Appraiser Cable/IT Technician	44079.9726 21.1923	46016.6316 22.1234	48118.6178 23.1340	50301.9235 24.1836	52622.3299 25.2992	53360.4781 25.6541		
10	Public Service Worker I	38947.4344 18.7247	40831.8965 19.6307	42741.8970 20.5490	44706.5585 21.4935	46836.3233 22.5175	49128.9511 23.6197	51477.1361 24.7486	54013.9465 25.9682
11	Public Service Worker II	40149.3054 19.3026	44079.9726 21.1923	43971.7706 21.1403	44926.0988 21.5991	48065.0768 23.1082	50329.7021 24.1970	52676.9910 25.3255	55215.8175 26.5461
12	Librarian (Full-Time Only) Engineering Technician	45881.9951 22.0587	47982.6372 23.0686	50167.0630 24.1188	52459.4669 25.2209	54861.4168 26.3757	55762.4280 26.8089		
13	Master Mechanic Assistant	46427.2615 22.3208	48474.1386 23.3049	50411.0216 24.2361	52459.4669 25.2209	54478.7894 26.1917	56498.3360 27.1627		
14	Code Inspector Mechanical Inspector Rental Inspector	46344.5979 22.2811	49756.6571 23.9215	51586.4582 24.8012	53468.6801 25.7061	55379.5767 26.6248	57235.1401 27.5169		
15	Library Section Coordinator Master Mechanic Senior Systems Analyst Building Inspector Engineering Technician II	49976.1974 24.0270	52268.8252 25.1292	54642.7726 26.2706	57181.8232 27.4913	59855.7342 28.7768	61084.4878 29.3675		

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June 29, 2021
Employer Proposal

The Parties agree that they shall meet and confer if there are any significant oversights.

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062921 - TPOAM TA PACKET PART 2

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Megan Burke (mburke@oakparkmi.gov)
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-  Document created by Megan Burke (mburke@oakparkmi.gov)
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-  Document emailed to Erik Tungate (etungate@oakparkmi.gov) for signature
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-  Document e-signed by Erik Tungate (etungate@oakparkmi.gov)
Signature Date: 2021-06-29 - 9:16:40 PM GMT - Time Source: server- IP address: 67.149.90.87
-  Agreement completed.
2021-06-29 - 9:16:40 PM GMT

POLC Command
June 10, 2021
Employer Proposal

ARTICLE I
RECOGNITION AND DEFINITIONS

A. RECOGNITION

1. The City hereby recognizes the Association, represented by the Police Officer Labor Council, as the sole and exclusive bargaining representative of all sworn officers of the Oak Park Public Safety Department of the rank of Sergeant and above, excluding the Director of Public Safety for the purposes of collective bargaining in respect to rates of pay, hours of employment and other terms and conditions of employment as defined in Act 379 of the Public Acts of 1965.
2. The City agrees not to negotiate with any organization other than the Association, (POLC) concerning wages, hours or other terms and conditions of employment of members of the bargaining unit for the duration of this Agreement.

B. DEFINITIONS

1. The term "employee" or "officer" when used hereinafter shall include all male and female employees represented by the Association in the bargaining unit as above defined.
2. The term "Director" when used hereinafter shall include his authorized designee.
3. The term "widow" wherever used in this Agreement shall be deemed to include the term "widower."
4. The term "City Manager" when used hereinafter shall include his authorized designee.
5. ~~The pronoun "he" wherever used in this Agreement shall be deemed to include the pronoun "she" unless the provision by its nature, could apply to only one sex.~~
6. Department Seniority shall be determined as of the date of hiring as a Public Safety Officer, regardless of rank. Seniority shall accrue from date of last continuous employment in the Department of Public Safety. A military leave of absence or an approved leave of absence shall not be considered a break in a continuous employment.
7. Unit Seniority shall be determined first by the employee's rank, then, date of rank and finally, by Department Seniority.
8. ~~Personnel Year~~ Fringe Benefit Year - consecutive twelve month period of time from April 1st of one year through and including March 31st of the immediately following year.

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9. **Administrative Employees** - For purposes of the holiday time provisions of this contract, administrative employees are all sworn officers of the Oak Park Public Safety Department not assigned to the Operations Division.

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ARTICLE II
REPRESENTATION DUES DEDUCTION

~~A. The Employer shall deduct from the wages of each Union member in the bargaining unit the amount as prescribed by the Union as Union dues, initiation fee assessments, and for non-union members a service fee as prescribed by the Union per MCLA 408.477. These deductions shall be made by the Employer automatically for those already in the Union and each time an employee is placed in the unit or returned from a leave of absence. Said dues deductions will begin at least the fifteenth day following the employee's date of entry into the bargaining unit. The employer shall provide the Association with a list of all employees covered by this agreement and shall update that list by the fifteenth of each month. Said dues will be payable to the Treasurer of the Oak Park Public Safety Command Officers Association at an address established by the Association. These dues will be paid promptly to the Association once deducted by the City. Bargaining unit members shall pay as a condition of continued employment said dues or service fee as designated by the Union. The Union shall indemnify and save the employer harmless from any and all claims, demands, suits, or any other action arising from these agency shop provisions.~~

A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Unless otherwise provided in this article, all matters, pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

ARTICLE VI
LAYOFFS

1. When there is an impending reduction in force within the bargaining unit, the employer shall immediately inform and consult with the Association as soon as there is any possibility of said reduction in force.
2. In the event of a reduction in force in the Department, it shall be made among all employees in the same classification as listed in Article I, ~~Page 3,~~ according to length of service.
 - a. The employees with the least amount of service shall be the first laid off and last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, Department Seniority as defined in Article I shall prevail.
 - b. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.
 - c. Any employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.
3. Any grievance submitted concerning a layoff shall be submitted at the second step of the grievance procedure and the parties expressly agree that they shall expedite the final resolution thereof and be limited to the applicable terms of this article.
4. Employees covered by this agreement shall receive unemployment benefits in accordance with the eligibility requirements set forth in the Michigan Employment Security Act.
5. ~~No member of the bargaining unit as of July 1, 1995, shall be laid off.~~

ARTICLE VII
RESOLUTION OF DISPUTES GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. It is agreed that no incident occurring prior to the signing of this Agreement will be a matter of grievance under the provisions of this Article.
2. A grievance or dispute within the meaning of this Article is defined to be an alleged violation of a specific provision of this Agreement.
3. All grievances arising out of the above defined disputes shall be submitted on the prescribed forms and recite the contractual provisions in issue. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed to between the Association and the City. Authorized non-employee representatives of the Association shall be granted permission, upon reasonable request to the City Manager, to enter any area of the City operations for the purpose of adjusting grievances with the designated supervisor.
4. All time limits provided in the grievance steps shall be deemed to be of essence and shall be strictly construed. Any grievance not advanced to the next step by the Union within the time limit in that step, shall be determined to be resolved, and the last response of the Employer deemed to be acceptable by the union as resolution to the grievance. Time limits may be extended by the City and the Union in writing, and then the new date shall prevail. Waivers of time limitation shall be in writing. Failure to make a timely response to a request for extension of time shall be deemed to be consent of the request.
5. Any grievance or dispute, which may arise between the parties, shall be settled in accordance with the procedures set forth below:

Step 1: Any employee having a grievance as above defined shall first take up the matter through the departmental chain of command and a designated Association representative, if the participation of the Association representative is desired by the employee. An employee having a grievance shall first gain

permission from his supervisor before leaving his job to contact the Association. If not settled, it shall be discussed with the designated representatives of the Association who shall determine whether or not it is meritorious. If not settled in the departmental chain as above defined and if determined meritorious by the Association, it shall be reduced to writing and signed by the employee and the designated representative of the Association. Any grievance not submitted at Step 1 within ten (10) days of its occurrence or notification of the grievant of its occurrence shall be automatically closed. A grievance involving a matter of Association concern may be instituted by the Executive Board of the Association at Step 2. Any discharge appeal initiated by the Association must be filed in writing at Step 3 with the Director of Human Resources.

Step 2: Within 10 days of receipt of the written grievance, a meeting shall be held between the grievant, Association representative and the Director of Public Safety or his designee, who shall give his written decision within ten (10) working days (excluding Saturdays, Sundays and Holidays and absence of the Director of Public Safety of more than three (3) or more days). The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 3: In the event the grievance is not settled in Step 2, it may, within ten (10) working days after receipt of the decision in Step 2, be submitted to the Director of Human Resources by the Association. The decision of the Director of Human Resources shall be given in writing within ten (10) working days after receipt of the grievance (excluding Saturdays, Sundays and Holidays or absence of the Director of Human Resources of more than three (3) days). The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 4: If the Association is not satisfied with the decision in Step 3, the final Step in the resolution of the dispute shall be an impartial arbitrator, selected through either Federal Mediation and Conciliation Service (F.M.C.S.) or Michigan Employment Relations Commission (M.E.R.C.).

1. A demand for arbitration must be served by written notice to the City, within ten (10) days after the receipt of the disposition at Step 3 of intent to submit the issue to an impartial arbitrator for binding arbitration. Following such notice of demand to arbitrate, the Union shall file with the chosen agency within 20 days of notice to the City and shall proceed according to the rules and regulations of the American Arbitration Association, in regard to voluntary labor arbitration.
2. The arbitrator's award should be reducible to judgment, and enforceable according to appropriate provisions of statute and law.

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3. The decisions of the arbitrator shall be final and binding on all parties. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement.
4. The expense of such impartial arbitrator shall be shared equally by the City and the Association; however, each party shall make arrangements to pay its own witnesses.
5. The arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties. Any error or mistake of law committed by the arbitrator shall constitute a basis for setting aside said decision or award.
6. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment or unemployment compensation during the period in question. The City, in no event, shall be required to pay back for more than three (3) working days prior to the date a written grievance is filed.
7. In the case of a pay shortage, any adjustment shall be retroactive to the beginning of the pay period covered by such pay.
8. In the event a case is referred to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
9. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

8. ELECTION OF REMEDIES

When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or hearing, civil rights hearing, or Department of Labor hearing, and remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

If any employee elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed

to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the courts to compel compliance with agreement terms and with the grievance procedure by request for injunctive or other relief.

C. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES MAY BE BROUGHT

1. Whenever any complaint or charge shall be brought against any employee under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under State or Federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint:
 - a. The employee shall be given a summary of the charges under investigation.
 - b. Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain the advice of counsel.
 - c. Any order to make a statement pursuant to the Garrity Provision shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
 - d. The order and the statement taken pursuant to Garrity Provision shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
 - e. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.
 - f. No employee shall be disciplined without just cause.
2. The summary referred to in paragraph 1.a, above, shall set forth the time, date, place at which the alleged offense occurred, and a description of the offense.

D. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES ARE NOT CONTEMPLATED

1. Whenever any investigation of any employee's alleged violation of Department rules or orders is undertaken regarding a complaint from external or internal

sources, the employee shall specifically have the right of representation by the Association at every stage of the proceeding. No charges shall be made against him and no written statements shall be taken from him except under the following conditions:

- a. The employee shall be given a written summary of the charges against him.
 - b. Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.
 - c. Any order to make a statement, pursuant to the Garrity Provision, shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
 - d. The order and the statement, pursuant to the Garrity Provision, shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
 - e. Nothing in the forgoing procedure shall limit the right of the Department to use such statement taken for Department disciplinary purposes.
 - f. No employee shall be disciplined without just cause.
2. The summary referred to in paragraph 1a, above, shall set forth the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.
 3. Before any disciplinary action is taken, an officer shall have the right to be informed of the name of the complainant and the right to answer the charges in writing.

E. INTERVIEWS BY SUPERVISORS

Whenever an employee is counseled concerning his supervisor's evaluation or productivity, he shall not be entitled to Association representation. However, an employee shall be entitled to representation by an appropriate Association representative at any and all meetings whenever disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

ARTICLE IX
WAGE BENEFITS:

RANK _____ BASE SALARY

~~Current Salaries as of June 30, 2017:~~

Sergeant	\$85,453.14
Lieutenant	\$92,883.70
Deputy Director	\$100,393.12

~~Salaries as of July 1, 2017, which includes a 3% increase in Base Wages: (additional distribution of a one-time signing bonus of \$1,000.00)~~

RANK _____ BASE SALARY

Sergeant	\$88,016.74
Lieutenant	\$95,670.21
Deputy Director	\$103,404.92

~~Salaries as of July 1, 2018, which includes a 2% increase in Base Wages:~~

RANK _____ BASE SALARY

Sergeant	\$89,777.07
Lieutenant	\$97,583.61
Deputy Director	\$105,473.01

~~Salaries as of July 1, 2019, which includes a 1.5% increase in Base Wages:~~

RANK _____ BASE SALARY

Sergeant	\$91,123.73
Lieutenant	\$99,047.37
Deputy Director	\$107,055.11

Effective July 1, 2021 – 2.5% increase to base wages
Effective July 1, 2022 – 2.5 % increase to base wages
Effective July 1, 2023 – 2% increase to base wages

A one-time hazard payment of \$2,500.00, to be paid by June 30, 2021.

Effective 7/1/2021 through 6/30/2022 – all base wages are based upon 2,184 hours annually.

<u>RANK</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Sergeant	\$44.9049	\$98,072.3016
Lieutenant	\$48.8096	\$106,600.1664
Deputy Director	\$52.7555	\$115,218.0120

Effective 7/1/2022 through 6/30/2023 – all base wages are based upon 2,184 hours annually.

<u>RANK</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Sergeant	\$46.0275	\$100,524.0600
Lieutenant	\$50.0298	\$109,265.0832
Deputy Director	\$54.0744	\$118,098.4896

Effective 7/1/2023 through 6/30/2024 – all base wages are based upon 2,184 hours annually.

<u>RANK</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Sergeant	\$46.9481	\$102,534.6504
Lieutenant	\$51.0304	\$111,450.3936
Deputy Director	\$55.1559	\$120,460.4856

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ARTICLE X
OVERTIME

1. Overtime shall be paid in one-quarter (1/4) hour increments.
 - a. Overtime following the employee's regularly scheduled shift shall be paid at a rate of time and one-half (1-1/2 X) the employee's hourly rate of pay. Compensatory time may not be credited for more than the first hour of overtime.
2. An officer called back for duty with notice of more than two (2) hours shall be paid at a rate of time and one half (1-1/2 X) for a minimum of two (2) hours and in one-quarter (1/4) hour increments thereafter. The employee may not elect to receive compensatory time.
3. An officer called back for duty with notice of less than two (2) hours shall be paid at a rate of double time (2X) for a minimum of two (2) hours and in one-quarter (1/4) hour increments thereafter. The employee may not elect to receive compensatory time.
 - a. ~~An officer who is on City premises, while off duty, when ordered returned to duty shall be compensated at a rate of double time (2x) for hours actually worked, in one-quarter (1/4) hour increments, which is not otherwise subject to the call back minimum, provision(s) or rate.~~
4. The employee shall receive compensatory time except when prohibited by FLSA or this agreement. Effective December 5, 2005, compensatory time for training will be earned at a time and one-half rate. The City shall have the right to schedule any or all training programs including on an Officer's scheduled leave days. The City will make every effort to begin all training on a scheduled leave days between 8:00 a.m. and 10:00 a.m. An exception is afternoon training for firearms. Other exceptions may be mutually agreed upon by the parties.
5. There shall be no compensation for training or any off-duty activity, which is not specifically ordered or approved by the Director or his designate.
6. When required to attend training classes while off duty, the City shall have the option of paying compensation as provided or to grant days off prior to or upon

the return from training schools if staffing levels permit, subject to any applicable provision(s) of FLSA.

7. Total compensatory time earned by members may be accrued to a maximum of 240 hours. An employee will be paid for compensatory time in excess of this maximum the first payday following the end of each quarter.

Additionally, employees may elect to receive pay or comp time or a combination thereof for training above regular scheduled work hours, when it is earned, from this point forward.

8. Each employee, upon arriving for training at the scheduled time, and remaining for the duration of the training, shall be paid compensatory time. Employees receiving this compensatory time will be paid at time and a half (1 ½ hours), for the hours they are in attendance at the training.

Training on a scheduled leave day will be paid out a minimum of four hours, as long as the officer arrives at the schedule time, and remains there for the duration of the training.

Officers appearing for offsite Range Training or CREST Training shall receive an additional one (1) hour of compensatory time at starting time for travel. This shall not include MCOLES firearm qualifications.

A. STAND-BY ALERT PAY

1. Department personnel shall be entitled to stand-by alert pay when ordered by the Department of Public Safety to hold themselves available for immediate return to the station for emergency duty. Stand-by alert pay shall expressly not apply in cases where the stand-by arises out of prosecutor or court orders. Stand-by alert Pay shall be deemed proper only in situations arising out of police or fire emergencies. Stand-by alert pay shall be paid at the rate of one-half of the officers' normal hourly rate for each hour on alert. Effective December 5, 2005, all administrative command positions shall have a eight and one half hour workday and it shall include one half hour paid lunch. Work schedules will be adjusted by the Department Director to recognize this on-call status.
2. The procedures for instituting stand-by alert shall be as follows:
 - a. The Director, Deputy Director, Fire Marshal or Investigation Bureau Commander shall determine the need and number of officers to be available for response to the station.

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- b. The commanding officer or his designee shall direct that certain officers be placed on stand-by alert, and that they be notified by phone or other means of communication.
 - c. A note to the effect that officers have been placed on stand-by alert shall be placed on the Daily Log.
 - d. Payment for stand-by alert time shall be made only upon compliance with the above procedures.
- B. OPERATIONS PREPARATION TIME: ~~Effective July 1, 2017, the~~ The Deputy Director, Lieutenants, Sergeants shall be granted ~~sixty (60)~~ **eighty (80)** hours of compensatory time for each contract year to be used under the same provisions as is all other compensatory time, This is in recognition of the time required for such officers to prepare for roll call, the duties completion of the shift and all other matters in excess of the normal shift hours. Half of the hours are to be advanced on the first day of July of the fiscal year, and the other half are to be advanced on the first day of January of the fiscal year.
- C. COURT TIME
 - 1. Any employee who appears as scheduled for Court at a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half times (1-1/2 X) his current rate for a minimum of two (2) hours.
 - 2. Any employee who is scheduled for Court at a time other than his normally scheduled duty hours and does not receive 12 hours notice of cancellation shall be compensated at the same rate provided in Section 1.
- D. STAFF MEETINGS: Any member who appears as scheduled for Staff Meetings at a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half times (1-1/2 X) his current rate for a minimum of two (2) hours.

ARTICLE XI
MISCELLANEOUS PAYS

A. PROFESSIONAL SKILLS PAY ~~OFF-DUTY HAZARD PAY~~

The City will pay each officer \$365.00 in recognition of the fact that a peace officer is required to maintain certain professional skills and qualifications. ~~\$182.50 of said sum shall be paid on the first regular payday following after July 1, and \$182.50 of said sum shall be paid on the first pay following after January 1.~~

Employees will be paid \$182.50 on the first ~~pay~~ regular pay following January 1st, for the following six months, from January to June. In the first regular pay following July 1st, employees will be paid \$182.50 for the following six months, from July to December. Upon separation of service, employees will be subject to reimburse the City for the unworked months, in the above-mentioned six-month cycle.

B. UNIFORM ALLOWANCE

1. There will be an annual uniform allowance of eight hundred seventy dollars (\$870) ~~Three hundred forty five dollars (\$345)~~ Four hundred dollars (\$400.00) of this amount is to be paid on a separate payroll check, using the employee's elected method of payroll, in July of each year ~~in cash as soon as possible after the commencement of the fiscal year~~. The remainder shall be in the officer's "Uniform Account" for expenditure directly with uniform retailers. The "Uniform Account" balance must be used by June 30th of the fiscal year in which it was deposited.
2. Upon appointment, A a special five hundred dollar (\$500.00) ~~one hundred fifty dollars (\$150.00)~~ uniform allowance will be provided to any employee who has been assigned or ~~promoted~~ appointed to the Investigation Bureau as a Sergeant or Lieutenant ~~any position requiring a different uniform or different clothing than that being worn by such employee at the time of such assignment or promotion,~~ provided that such assignment is for a period of six (6) months in length ~~or more within any twelve (12) month period.~~
3. Officers whose regular assignment requires civilian clothes shall receive half of their uniform allowance ~~in cash, one-half (1/2) of which is to be given in July and the other one-half (1/2) in January of each year.~~

4. As ~~three hundred and forty five dollars (\$345.00)~~ four hundred dollars (\$400.00) of the Uniform Allowance is paid in advance, upon separation of service, the advanced portion shall be prorated on the employee's final paycheck.

5. Upon promotion to a higher rank, an employee will be provided the following:

Two (2) short-sleeve uniform shirts

Two (2) long-sleeve uniform shirts

One (1) uniform jacket

C. UNIFORM DAMAGE, REPAIR OR REPLACEMENT: No fixed uniform cleaning allowance will be paid. However, the Director of Public Safety shall have the authority to approve payment for the cleaning, repair and replacement of clothing, ~~worn in the normal performance of duty which has become soiled as the direct result of an unusual activity on the part of any officer in the discharge of his duties. In the administration of this paragraph, unusual activities shall be construed to include fire fighting activity and extended exposure in inclement weather while directing traffic or pursuing other Public Safety functions.~~

D. LONGEVITY PAY: "53-WEEK PAY"

1. All employees covered by this Agreement shall be subject to the "53-Week" pay program as a form of longevity pay as follows:

The City of Oak Park, not later than December 7 each year, shall issue special payroll checks to all employees to be paid by the employee's elected payroll method ~~herein concerned, other than the normal pay,~~ based on continuous service with the City of Oak Park.

2. The formula to be used in the computation of such longevity pay is as follows:

FOR EMPLOYEES WITH SEVEN (7) OR LESS YEARS SERVICE:

2% of base pay times number of months continuous service,
divided by 84 = amount of pay.

FOR EMPLOYEES WITH OVER SEVEN (7) BUT LESS THAN FOURTEEN (14) YEARS SERVICE:

5% of base pay times number of months continuous service,
divided by 168 = amount of pay.

FOR EMPLOYEES WITH FOURTEEN (14) OR MORE YEARS SERVICE:

8% of base pay times number of months continuous service,
divided by 252 = amount of pay.

For all persons hired prior to July 1, 1984 under this formula, there will be no maximum amount of pay.

For all persons hired on or after July 1, 1984, the longevity payments will be made with the application of the following maximums:

1 month to 83 months - Same Longevity Formula as in

Section 2 with a maximum of \$450.00

84 months to 167 months - Same Longevity Formula as in

Section 2 with a maximum of \$850.00

168 months or more - Same Longevity Formula as in

Section 2 with a maximum of \$1,700.00.

3. As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment. ~~Pro rata pay on termination will not be permitted except in accordance with Paragraph 6 below.~~
4. Years of continuous service shall be computed on the November 1st preceding payment.
5. Percentage of annual base salary shall be computed as of the employee's annual base salary on the first day of November preceding payment.
6. ~~Employees who become eligible for retirement shall receive their prorated accumulation of the annual "53 Week Pay" upon retirement.~~ Upon separation of service (voluntary, involuntary, or retirement), longevity pay will paid on a pro-rated basis in the employee's final paycheck.

ARTICLE XII
LEAVE TIME

A. HOLIDAYS: Holidays shall be credited on a day-for-day format, receiving actual hours per holiday for officer work schedule.

1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	New Year's Eve
Thanksgiving Day	2 Unidentified Days
Martin Luther King Jr.'s Birthday	2 Floating Holidays

2. On January 1 of each year, the City will advance to all employees assigned to Patrol operations thirteen (13) days or one hundred four (104) hours as a holiday bank under the current work schedule, to be taken by December 31st each year. Administrative employees will be advanced ~~twenty-four (24)~~ sixteen (16) hours in recognition of the ~~two floating holidays referenced above. employee's birthday and two (2) unidentified days.~~ Administrative and Investigations employees shall receive eight-and-a-half (8.5) hours of holiday leave pay for each holiday listed above, throughout the calendar year.

3. Employees assigned to Patrol shall receive one day's pay for each of the holidays listed on which they perform no work. Whenever any of the holidays listed shall fall on a Sunday, the succeeding Monday shall be observed as the holiday unless regularly scheduled to work on Sunday. Whenever the holiday falls on a Saturday, the preceding Friday shall be deemed to be observed as the holiday.

4. Employees shall receive double pay for all hours worked on Thanksgiving and Christmas Day. Seniority shall be used to permit voluntary selection of time off.

5. An employee may carryover up to twenty-five and one-half (25.5) hours of holiday time from one calendar year to the next under the current work schedule. Any excess hours shall be lost.

6. Upon separation of service (voluntary or involuntary), or retirement, employees shall be bought out of their Holiday Leave, on a prorated basis, except for the two (2)

floating holidays which will be paid out. The proration of Holiday Leave will be determined by the number of holidays that have passed up to the employee's termination date.

B. PERSONAL LEAVE DAYS

1. A personal leave day is a day of leave with full pay for the purpose of transacting or tending to personal, legal, religious, business, household or family matters which require absence during scheduled work time.
2. Employees shall be granted three (3) paid personal leave days per year. Personal Leave time will be used at times that are mutually agreed upon. In any case where time off is unavailable due to minimum manpower commitments, only the Director or his designee may grant the time off request. Personal Leave time once granted shall not be canceled except in cases of a department alert or state of emergency.
2. At the time of separation from service (voluntary or involuntary), any remaining personal leave will not be bought out.

Upon retirement, remaining personal leave banks will be bought out.

C. VACATION LEAVE:

Vacation leave is an authorized absence from duty with pay.

1. Vacation shall be accrued on a monthly basis and shall be credited to the employee's time account as it is accrued. Employees shall be permitted to take vacation leave in the amount of the number of full days accrued as of April 1 of the year in which the vacation is to be taken. Accrued vacation earned after April 1 may only be taken with the permission and consent of the City Manager.
2. Except as hereinafter provided, the City shall provide the following vacation benefit schedule:

<u>Months of Continuous Service</u>	<u>Annual Vacation Accrual</u>
1 - 60	88 hours
61 - 120	128 hours
121 - 180	168 hours
181 or more	168 hours plus 8.5 hours/year to a maximum of 208 hours

3. In addition to the regular vacation benefits provided in Section 2, an additional one-half day vacation bonus shall be given to employees taking their vacation

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leave during the months of January through March, for each week of regular vacation taken. Vacation bonus time shall not exceed one (1) day for each year of service.

- ~~4. Employees shall receive credit for eight hours of bonus time if, during the personnel year, they do not use any sick time. These eight hours of bonus time can be added in one eight hour increment to either the officer's sick time or vacation. These eight hours of bonus time will not be paid in cash. Members may not donate sick time to other employees.~~
5. Employees shall receive credit for a month of accrued vacation for every month in which they work or receive compensation for ten workdays. ~~Time~~ The time lost by an employee by reason of any absence without pay, ~~or time otherwise not worked or paid for,~~ shall not be considered in computing earned credits for vacation leave.
6. Employees shall be permitted to carry forty-two and one-half (42.5) hours accumulated vacation time under the current schedule, **into the following year, at the end of the Fringe Benefit year.** ~~to the year following the year in which accumulated. Additional time may be carried over within the discretion and with the consent of the City Manager.~~ Due to unforeseen circumstances, the City Manager may grant a carryover of additional time, into the next Benefit Year. If a written request by an employee to carry over additional time is neither denied nor answered within fifteen (15) days of its submission, it shall be deemed to be granted.
7. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. Employees will be given preference first by rank then by unit seniority to select available vacation periods for up to three weeks of their allowable vacation. Vacation leave may not be allowed at any time in advance of earned time.
8. Employees shall be entitled to vacation pay in any of the following instances:
 - a. Any employee, who gives proper notice (five working days) regarding termination of employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 - b. Any employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.

- c. Any employee who enters Military Service, shall be allowed his accrued vacation time, paid to him at the time he leaves the City to enter the Military.
 - d. Upon retirement, employees shall be bought out of all vacation leave in their vacation bank, as well accrued vacation leave during the Benefit Year.
9. Employees shall not be entitled to accrued vacation pay if any of the following applies:
- a. If an employee separates from the City by reason of absence without being on an approved leave.
 - b. If an employee fails to give at least five (5) working days notice in advance of termination date.
10. Any employee who leaves the City for disciplinary reasons shall be paid his accrued and unused vacation time.

D. EMERGENCY AND FUNERAL BEREAVEMENT LEAVE

1. Emergency Leave: In the case of serious illness in his an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager. Such time off shall be in accordance with General Order #83.
2. Funeral Bereavement Leave: In the case of a death in his an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon recommendation of the immediate supervisor and approval of the City Manager. In the case of death of spouse, child or parent, an additional two (2) days may be granted, with the approval of the City Manager.
 - a. Should a death in the immediate family occur while an employee is on a scheduled leave, he shall be entitled to receive these benefits provided that he has notified the City prior to the date of the funeral.
3. "Immediate family" shall be defined to include the following:

Husband	Parent-in-Law
Wife	Grandparent
Child	Spouse's Grandparent
Brother	Brother-in-Law
Sister	Sister-in-Law

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Parent
Step Parent

Grandchildren
Step Child

4. ~~Emergency leave and funeral leave shall be in addition to other types of leave to which the employee is entitled.~~ A day under this provision is defined as scheduled hours of work.

E. Members of the Command Unit will not have to compete with POAM Patrol or POAM Dispatchers for leave time.

063021 - ARTICLE 12 - LEAVE TIME

Final Audit Report

2021-06-30

Created:	2021-06-30
By:	Megan Burke (mburke@oakparkmi.gov)
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Document e-signed by Erik Tungate (etungate@oakparkmi.gov)

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ARTICLE XIII
SICK LEAVE AND UNSCHEDULED ABSENCES

1. Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.
2. The amount of sick leave ~~credit~~ shall not exceed **eight (8) hours** ~~one (1) day~~ per month nor ~~twelve (12) days~~ **ninety-six (96) hours** per year for each employee. The accumulation of sick leave ~~credit~~ shall not exceed **one-thousand two hundred (1,200) hours** ~~one hundred and fifty (150) days~~ for any employee. Upon proper application, an employee may opt to be paid for fifty percent (50%) of their total accumulated sick hours over six hundred (600) on a yearly basis at their current rate. An employee who chooses payment must so elect in writing within 30 days of the date prescribed in each quarter for sell back. ~~Employees will be paid fifty percent (50%) of accumulated sick leave upon retirement or to his pension beneficiary in the event of death. All paid leave days except sick leave days shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.~~
3. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the basis of the new workweek schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule.
4. A certification of illness or injury from a licensed physician may be required by the ~~City Manager~~ **Human Resources Department** as evidence of illness or disability as a condition to payment of compensation for the period of illness or disability exceeding three(3) working days. If the **documentation is incomplete**, or unsatisfactory, the City may designate a physician to make an examination at the City's cost or expense. ~~Determination~~ **The determination** by the City's appointed physician shall be final and binding on the parties, and if it is adverse to the certification provided by the employee's physician, then such sick time, from the date of such examination shall be **deemed "unexcused,"** ~~disallowed~~, and the cost of the physician designated by the City shall be borne by the employee.

5. ~~Abuse~~ Any findings of abuse of the sick leave privilege or falsification of illness or disability shall be grounds for disciplinary action up to and including discharge. Sick leave ~~credits~~ will not be allowed when absence is due to the willful use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while gainfully self-employed or while employed by any entity other than the City of Oak Park.
6. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty ~~not~~ no later than 30 minutes ~~one-half hour~~ before the starting time of his particular shift on the first day of his absence, and daily thereafter if not hospitalized, or sick leave will be deemed unexcused ~~pay will not be allowed~~.
7. If the employee ~~chooses~~ ~~se-lects~~, after all accrued sick leave is used, vacation leave and other leave time may be used and payment made therefore to the extent of such leave accrued.
8. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one year. If, at the end of that time, said employee is still unable to return to work, his employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.
9. Employees shall ~~receive credit~~ accrue sick leave at eight (8) hours for each ~~for a~~ month worked, for every month in which they work ~~of accrued sick time for every month in which they work~~ or receive compensation for ten (10) workdays. Time lost by an employee by reason of any absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.
10. Employees shall receive credit for eight hours of bonus time if, during the ~~personnel year~~ Fringe Benefit Year (April 1st to March 31st), they do not use any sick time. These eight hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. These eight hours of bonus time will not be paid out ~~in cash~~.

11. Members may not donate sick time to other employees.

12. Employees will be bought out of fifty percent (50%) of their accumulated sick leave upon retirement only, or the employee's pension beneficiary in the event of death. ~~death in the line of duty.~~

13. Sick leave days that are taken, shall not count towards accumulation of sick leave credit. Therefore, if an employee does not have at least ten (10) working days, or vacation, personal, compensatory, or holiday leave days in the month, sick time will not be accrued.

ARTICLE XV
INSURANCE BENEFITS/INSURANCES COVERAGES

A. ~~Medical and Hospital Coverage:~~ HEALTH INSURANCE

~~Effective July 1, 2014, or as soon thereafter as may be implemented by the City, the City shall provide each employee and his/her immediate family with Blue Cross/Blue Shield Community Blue Option 4, with preventive care services as outlined by the plan. Mental health care coverage will be at 80%.~~

~~The City will enforce the Hard Cap consistent with State of Michigan Public Act 152 of 2011. The Parties acknowledge that if legislation is passed which exempts Public Safety Officers from the Hard Cap, it will take affect after the expiration of the Collective Bargaining Agreement.~~

Effective July 1, 2021, the City shall provide each employee and his/her eligible dependents with Blue Cross/Blue Shield Community Blue 4 Benefit Plan as outlined in Appendix A. For the duration of this Agreement, the City shall continue to enforce the Hard Cap under Public Act (PA) 152. For the duration of this Agreement, if the current Community Blue 4 Benefit Plan exceeds the Hard Cap, the Union agrees to switch to Simply Blue 500 Plan on the following January 1st.

The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliant with same and avoid penalties.

The City or the Union may reopen the Collective Bargaining Agreement to address Patient and Affordable Care Act Issues only.

- ~~1. Office visits require a \$30.00 co-pay and a \$150 ER Rider. Urgent Care will be \$30.00 as will chiropractic.~~

2. Coverage of the employee's family shall include the employee, their spouse and any eligible dependents. The recognized definition of "dependent" shall be the current accepted classification by Blue Cross/Blue Shield for medical coverage.
3. Employees shall be eligible for such coverage after the 1st day of the month after employment with the City, or a maximum of 30 days.
4. ~~The City will provide a prescription drug rider for all plans under the contract by the City provided which will be an open formula drug card for \$5 generic/\$40 brand/\$80 drug card. Prescription maintenance drugs shall be by mail in MOPPD2.~~
5. ~~The City reserved the right to go to a mandatory preferred generics program or mandatory step therapy if available from the carrier.~~
6. **PAYMENT-IN-LIEU OF HEALTHCARE:** For employees choosing to opt out of medical coverage, the employer shall pay according to the following schedule:

Single Coverage – up to \$2,500.00 per year, (\$208.33 per month)

Two-Person Coverage – up to \$5,000.00 per year, (\$416.66 per month)

Family Coverage – up to \$5,000.00 per year, (\$416.66 per month)

Employees who waive medical coverage may still enroll in dental and vision coverage.

7. ~~Opt out of medical coverage. For employees choosing to opt out of medical coverage, the employer shall pay \$200.00 per month for those with two person coverage and \$210.00 per month for full family coverage. If an officer retires after July 1, 2006 and they are married to a City employee or retiree who also received medical coverage from the City, the City has no obligation to provide the retiree medical coverage and payment in lieu of medical coverage. If the couple divorces, then medical coverage will be reinstated as stipulated by this section and the employee shall again receive the coverage provided by this Agreement.~~

- B. **DENTAL COVERAGE:** The City shall provide a Group Dental Insurance Program with benefits as outlined in Appendix B. ~~The City shall provide a Group Dental Insurance Program with benefits as follows:~~

<u>TYPE OF SERVICE</u>	<u>POLICY COVERAGE</u>
Class I Benefits	

Basic Dental Services	100%
Balance of Class I Benefits	90%
Class II Benefits	
Prosthodontic Dental Services	75%
\$1,000 Maximum per person per contract year of Class I & II's	
Class III Benefits	
Orthodontics	50%
\$1,000 Life Time Maximum per person	

Dental coverage of the employee's family shall include the employee, his spouse and any eligible dependents. The recognized definition of "dependent" shall be that which is accepted by Blue Cross/Blue Shield

C. OPTICAL COVERAGE: The City shall provide vision coverage, as outlined in Appendix C. ~~The City shall provide an 80/20 co-pay Group Optical Insurance Program. The City shall pay 70% of the cost and the employees shall pay 30% of the cost.~~

D. CONTINUANCE OF INSURANCE POLICIES:

1. The City shall continue to maintain medical, dental, and vision ~~Hospital, Medical, Surgical, Dental, Optical and Prescription Insurance~~ coverage and benefits for an employee, and their eligible, enrolled dependents, while out on a duty disability leave, and for his family under the insurance programs in force, for the duration of the leave.
2. The City shall continue to maintain medical, dental, and vision ~~Hospital, Medical and Surgical insurance~~ coverage for an employee and their eligible, enrolled dependents while out on a non-duty disability leave, for the duration of the leave.
3. The City shall continue to maintain medical, dental, and vision ~~Hospital, Medical, Surgical, Dental, Optical and Prescription~~ rider benefits for the widow and children (under 19 years) of an employee killed in the line of duty.

4. ~~Hospital, Medical, Surgical, Dental, Optical and Prescription rider coverage will be made available to all retirees, their spouse and any eligible dependents, at the same level of coverage that was provided at the time of their separation of employment with the City, with cost to be paid by the City. Spousal coverage is only for that individual that the retiree is married to at the time of their retirement. If a retiree and/or spouse becomes eligible for Medicare, they must participate in the Medicare program, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the same level that was provided prior to Medicare participation. Any survivor receiving a pension who receives health coverage from their employer or through a new spouse must participate in those health care programs as primary coverage and the City healthcare shall be supplemental, as long as they continue to receive a City pension.~~

5. ~~Retiree's Blue Cross. The percentage of retiree's Blue Cross premium that will be paid by the City for new hires (hired after January 18, 1993) shall be as follows:~~

~~At least 10 years, but less than 15 years = 55%~~

~~At least 15 years, but less than 20 years = 75%~~

~~At least 20 years, but less than 25 years = 85%~~

~~At least 25 years, or more = 100%~~

~~For any current member of the group (those hired before January 18, 1993), they would qualify for one hundred percent Blue Cross retiree premium paid by the City at twenty years and each other category would accelerate accordingly. Those employees hired after May 2, 2005 will be eligible for retiree medical coverage after 25 years of service. For any member that qualifies for a Duty Disability Injury or Pension, their medical benefits shall continue to be provided regardless of time in-service according to all of the provisions of the Workers' Compensation Act and the Pension Ordinance.~~

~~The Blue Cross/Blue Shield Community Blue Option 4 shall be the base plan at retirement consistent with all the provisions set forth in this Article.~~

~~Members of the Bargaining Unit eligible for retiree health care shall receive prescription drug coverage benefits consistent with that of the current and future negotiated contracts with the active workforce. If the coverage changes for active employees than the retiree benefit will be modified to match the benefit of the active workforce. should prescription drug coverage cease for any reason, the insurance last covering employees will remain in effect.~~

~~6. In the event a retiree shall live in a state which does not provide identical benefits for the same premium, the City's obligation hereunder shall be discharged by the furnishing of the policy, and the City shall not be obligated to supplement the policy by any other payments.~~

~~7. In the event hospitalization insurance benefits are increased for other employees of the City, such benefits shall be provided for employees of the Department of Public Safety at no additional cost to said employee.~~

8. Subject to the conditions stated below, nothing in this agreement shall be construed to prohibit the City from changing carriers for dental, optical and prescription rider and hospital and medical insurance as long as the benefits are not diminished. Self-insurance is also authorized if the benefits are not diminished.

However, prior to changing carriers for hospital and medical insurance, the City shall give the Association ninety (90) days prior written notice of such proposed change and with such notice shall fully disclose in writing to the Association information concerning the proposed carrier and proposed insurance benefits. Additionally, prior to the implementation by the City of any such change, the Association shall have the opportunity through expedited arbitration to grieve any such change.

~~9. The Association shall have the opportunity after the plan outlined herein has been in place for fourteen (14) months to meet and confer with the City over the possibility of seeking other bids to provide at the same or lower cost for said plan to the City.~~

~~10. For employees hired by the City on or after July 1, 2011 and subsequently promoted, in the Command Unit the above described insurance benefits for retirement shall not be available, but instead said individuals will participate in an~~

~~Employee Health Retirement Savings Account which replaces all insurance benefits for employees hired by the City on or after July 1, 2010 and subsequently retire.~~

~~These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service.~~

~~The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.~~

~~The City, at its sole discretion, can determine which plan will be provided and the same plan will be provided to all non-union employees.~~

~~After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.~~

~~Vesting will be ten (10) years under this plan. The City's contribution will be 1% of base salary. The employee's contribution shall be 2% of base salary.~~

E. LIFE INSURANCE

1. The City shall provide a \$40,000.00 term life insurance coverage, with double indemnity for Accidental Death and Dismemberment, for all employees in this Bargaining Unit. ~~coverage with double indemnity for Accidental Death and Dismemberment for all employees as follows:~~
~~Public Safety Command Officers \$40,000~~
2. ~~During the term of this contract, Command Officers may, at their own expense, purchase additional life insurance benefits at the current City group rates if available. Said costs for the additional life insurance shall be borne entirely by the officers and shall be deducted from their normal pay.~~
3. ~~A \$3,000 life insurance policy shall be provided to all retirees, with such costs to be borne by the City.~~

F. SHORT TERM DISABILITY

The City will provide a non-duty disability insurance plan to provide accident and sickness benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee, not to exceed payments of \$4,500.00 per month. The benefits are to be paid according to the terms and conditions of the insurance plan to those employees eligible, who incur an illness, injury or who are disabled other than in the course of their employment. The Short-Term Disability program shall provide for a twenty-eight (28) working day waiting period prior to the commencement of benefits.

G. LONG TERM DISABILITY

The City will provide a non-duty, Long-Term Disability plan, which will commence after 180 days (six months) of continuous disability. The benefits will be paid according to the terms and conditions set forth by the insurance carrier, and approval of an application for Long Term Disability will be determined by the insurance carrier.

ARTICLE XVI
DISABILITY LEAVE

A. DUTY DISABILITY

1. ~~Effective September 21, 1994, when~~ When any employee is disabled in the performance of their duties as a public safety command officer and the employee's injury or illness is work compensable, as defined by Michigan Workers' Compensation Act, such employee shall immediately report any illness or injury to their immediate supervisor who shall note same in writing and take first aid treatment as may be recommended, or waive such first aid, in writing. The employee shall receive full pay, wages and benefits for the duration of disability but not to exceed one (1) year. Any Worker's Compensation payments received by the employee shall be returned to the Employer. Such employee shall suffer no loss of sick time or benefits during this period.
1. After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety command officer, the employee shall ~~be placed on~~ apply for a duty disability retirement within the pension system. The process of medical determination of a duty disability retirement shall be that as defined in the pension system ~~at May, of 1994~~. Any employee receiving a duty disability retirement shall be paid at least sixty-six and two-thirds (66-2/3) of their base pay at the time of retirement, whichever is greater. An employee shall remain on duty disability retirement until they reach what would have been normal age necessary for regular, unreduced retirement. At such time the officer's benefit shall be recalculated based on final average compensation at the time of disability retirement utilizing years of service plus years the employee has been on duty disability retirement. There shall be no offsets of any kind to duty disability retirement benefits.
3. If an employee is killed in the line of duty, the employee's spouse shall receive an amount equal to a duty disability pension ~~benefit payments as described above~~.
4. During the time that an employee is on duty disability retirement, the employee and his family shall be provided with the same insurance benefits, i.e. hospitalization and life insurance as though he were on normal duty.

5. An employee who is being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.
6. The City has the right to reassign any duty-disabled employee to another shift, for up to the remainder of the shift period, if it is anticipated that the employee will be disabled in excess of 2 weeks.

B. NON-DUTY DISABILITY

1. When an employee is disabled outside of the performance of his or her job duties, an employee must report the illness or injury to the Human Resources Department, and their immediate supervisor. Regarding compensation, the City shall provide a Short-Term Disability policy for employees, as outlined in Article 15 (Insurance Benefits), Sections F & G. ~~The City will provide a non-duty disability insurance plan to provide accident and sickness benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee.~~
2. ~~Such benefits are to be paid according to the terms and conditions of the insurance plan to those employees eligible, who incur an illness, injury or who are disabled other than in the course of their employment.~~
3. ~~Such program shall provide for a twenty-eight (28) working day waiting period prior to the commencement of benefits. If the employee is off duty for one (1) year or longer, the City shall restore 14 days of time credits which may have been used during the waiting period. The employee will not receive earned credit for Sick time or Vacation time accrual while receiving a non-duty disability benefit past the 28-day waiting period.~~
4. After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety command officer, the employee shall ~~be placed on~~ shall apply for a non-duty disability retirement within the pension system.
5. The coordinated non-duty disability retirement and non-duty disability insurance benefits shall not exceed forty five hundred dollars (\$4,500) per month.

Please see the City's Subrogation Clause in Appendix D.

C. SUBROGATION

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1. ~~Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.~~
2. ~~Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.~~
3. ~~Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.~~
4. ~~In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.~~
5. ~~In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.~~

6. ~~Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.~~

ARTICLE XVII
PENSIONS RETIREMENT & RETIREE INSURANCE

Employee's Retirement System

1. Except as specifically modified in this Contract, the provisions of the Charter of the City of Oak Park dealing with the **applicable ordinances of the City of Oak Park, Chapter 55, Article II, Employee's Retirement System** ~~Employee's Retirement System and the ordinances promulgated pursuant thereto~~ shall remain in full force and effect. Provided however that individuals who are promoted into this bargaining unit with different retirement benefits than provided for under this Agreement, those benefits will be continued under this Agreement unless the benefits are greater than those being provided to members of this Bargaining Unit.
2. ~~For the purpose of this Article, all Participating members of the bargaining unit shall be non-covered members of the Oak Park Employee's Retirement System, defined as members who are not covered under the Federal Social Security Old-Age and Survivors' Insurance Program on account of City employment and includes employees hired after April 1, 1986 who contribute to Medicare. A~~ member is eligible for voluntary retirement if they are a non-covered member (see definition of "non-covered member," Sec 55-31 (b)(2)), who is at least 50 years old, and has 10 years or more of service credit. Members also have the option and are eligible for retirement after completion of 25 years of service, regardless of age.

Employees hired after July 1, 2011 and subsequently promoted into the Command Unit, shall have a 2.5% multiplier and a final average compensation calculated based on their effective base wage rate only. Minimum retirement eligibility will be 25 years of service.

3. ~~A non-covered member must retire at age 62. However, Provision shall be made for the compulsory retirement of any non-covered member at age 60 years or over, subject to applicable Federal law. In~~ in a time of national emergency, the Council may increase either or both the voluntary retirement age and the ~~compulsory mandatory~~ retirement age for any class or classes of members.
4. The City shall cause to be paid to the said Employee's Retirement System, all sums determined by the City's system actuary necessary to fund the Employee's Retirement System, together with the Participant's contribution, at the proper

level to provide that each non-covered Participant bargaining unit member's pension would be equal to 2.8% of the Final Average Compensation times the number of years of credited service upon attainment of retirement age.

The members of this bargaining unit shall contribute ~~7.5%~~ 9.5% of their compensation towards the funding of the Employee's Retirement System. ~~This shall be raised by 1.0% to 8.5% on July 1, 2017. This shall be raised by 1.0% to 9.5% on July 1, 2018.~~

5. In no event shall a member's pension exceed 70% of Final Average Compensation. ~~Final Average Compensation shall not include more than the value of 1200 hours of any accumulated leave time for members hired by the City prior to July 1, 1984.~~ For ~~persons~~ members hired by the City on or after July 1, 1984, not more than the value of 650 hours of any accumulated leave will be added into the Final Average Compensation. If any bargaining unit member has more accumulated leave time, it shall be paid in accordance with current procedures but shall not be folded into the Final Average Compensation.
6. All members of the bargaining unit employed on and after July 1, 2000, shall be eligible to receive an allowance that will increase their annual retirement pension by 2.5% on each 5-year anniversary of their retirement. The increase will be effective in the anniversary month of retirement and shall be cumulative and applied to the annual pension paid in the year immediately prior to each five-year anniversary.
7. In the event that the members of the Oak Park Public Safety Officers Association (POAM) (OPPOA) receive any improved or additional pension benefit, in excess of the foregoing, as determined by the Command Officers Association, such improved or additional benefit shall be granted by the City to the Association under the same conditions or circumstances as received by OPPOA.
8. **Employees Members** with a minimum of five (5) years of service with the City of Oak Park are eligible to purchase prior municipal time and prior U.S. Military time under the following conditions:
 - A. Municipal time:
 1. The cost for each year of service will be calculated taking the earning from the municipality you worked for, in the year you are buying back, multiply those earnings by the current employee contribution rate and add on compounded interest at the current

net yield of the fund. The years bought will be the most recent prior municipal employment.

2. Municipal time is defined as service with a U.S. City, Township, County, Village, Road Commission, Drain Commission or Court System. It will also include public employment where the employee was a certified police officer.
3. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than 1 year in each purchase (with the last purchase being less than 1 year), or they may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.
 - a. On a request to purchase prior municipal time, either the prior earnings or current base annual salary, if not military service, will be multiplied by the current contribution rate and compound interest on retirement system net yield added. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.
4. There cannot be duplicate pension service credit for any year in both Oak Park and the municipality whose prior municipal time is purchased.
5. There is a maximum buy-back of 5 years of prior municipal service. The buy-back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

B. Military Time:

1. The maximum buy-back is 5 years and may be accomplished in the same manner as the municipal buy-back, using the calculation of the current employee contribution rate, times the annual salary, times the number of years/months of prior service.
2. Honorable discharge is required with a copy of the employee's DD-214, or other authentication documentation of full-time service,

as verification of service. Receipt or eligibility for a military retirement bars a buy-back of military service.

The pension system actuaries shall determine the cost of the buyback and the employee shall pay 50% of the cost of this calculation, upon receipt of the report from the actuaries.

Employees are limited to purchasing a combined municipal and military buy-back of 5 years.

If income information from municipal time or military time is unavailable, then the current annual salary for the employee times the current pension contribution rate shall be used to determine the buy-back cost for 1 year of prior municipal time.

This purchase of prior municipal or military time will be recognized for years of credited service towards eligibility for retiree health coverage or amount of City payment therefore.

Any buy-back must be for full-time military duty or full-time municipal employment.

Defined Contribution Program (DCP): ~~The As of the effective date of this agreement, all new hired Public Safety Officers have the option upon hire hiring, to be members of the defined benefit Employee's Retirement System Defined Benefit program provided by the Oak Park Employee's Retirement System, or to participate in the City of Oak Park Defined Contribution Plan (DCP) (City Ordinance Chapter 55, Article III City Ordinance). a defined contribution program.~~

~~For members that elect to enroll in the Defined Contribution Plan, The the City will contribute 7.5% of base compensation to the defined contribution program (based upon an 84 hour workweek) and match up to an additional 3% of base compensation, if contributed by the member employee. Employees Members are will be 100% vested after one (1) year of employment. Current employees could decide to convert from their defined benefit pension to the defined contribution program by July 1, 2006. Any conversion will be actuarially computed to an equivalent value and cause no financial harm to the Retirement System. Employees will pay the cost for this calculation.~~

9. ~~Employees hired after July 1, 2011 and subsequently promoted into the Command Unit, shall have a 2.5% multiplier and a final average compensation calculated~~

~~based on their effective base wage rate only. Minimum retirement eligibility will be 25 years of service.~~

10. The Parties agree to establish a Deferred Retirement Option Plan (DROP) Program as outlined below and in the adopted Plan Document, which shall provide the following.
- a. A ~~3-year~~ **three-year** DROP Plan shall be established. ~~Employee~~ Member contributions to the pension system will continue as set forth above with no additional benefit being provided.
 - b. Healthcare will be provided to eligible members based upon the provisions in the collective bargaining agreement in effect at the time they actually leave the employment of the City by leaving or the end of the DROP program. (This will include mirroring for prescriptions.)
 - c. A 2% interest rate will be paid to the ~~employee~~ **participant's** pension amount in the DROP.
 - d. Members in the DROP Plan will not have any sick, vacation or personal leave time. It will be replaced by a 180-hour annual paid time off bank, which will be payable as of April 1 in each year. For those members who enter the DROP after April 1, they will receive a pro-rata share of the 180 hours until the following April 1st. Members who participate in the DROP may also, at their discretion, roll over up to 100 hours of time accumulated before they enter the DROP which would have been payable to them at the time of retirement, excluding any sick time, when they enter the DROP period. On the first March 31st after their entry into the DROP, this 100 hours, or any lesser amount they rolled over, in their bank will be paid to them. It may not be carried forward. The 180-hour bank given to a member in the DROP each year must be used in that year except that a member may roll over 40 hours to the following year at their discretion. Any remaining hours in the annual paid time off bank at the conclusion of the DROP program, or their participation in it, will not be redeemable for payment. When a member enters the DROP, leave time shall be paid out in accordance with the DROP agreement and members will have no prior leave time except as noted in this Agreement. **An employee in the DROP shall accrue paid time off at a rate of 15 hours per month. Upon separation of service, any time used prior to accrual shall be prorated upon separation of service.** The remaining provisions of the collective bargaining agreement shall remain status quo and without modification.

- e. Any member who is a DROP participant who becomes disabled due to a duty, or non-duty related illness or injury and is unable to return to work after a period of six (6) months, shall be separated from the City of Oak Park.

11. Healthcare in Retirement

- A. Medical, dental, and vision coverage will be made available to all retirees, their spouse at the time of retirement, and any eligible dependents at the time of retirement.
- B. Once a retiree and/or spouse becomes eligible for Medicare, they must participate in the Medicare program, must enroll in Medicare Part B, and must pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the eligible retiree and/or spouse at the time of retirement. Any survivor receiving a pension who receives health coverage from their employer or through a new spouse must participate in those health care programs as primary coverage and the City healthcare shall be supplemental, as long as they continue to receive a City pension.
- C. If a member retires after July 1, 2006 and they are married to a City employee or retiree who also received medical coverage from the City, the City has no obligation to provide the retiree medical coverage and payment in lieu of medical coverage. If the couple divorces, then medical coverage will be reinstated, as stipulated by this section and the employee shall again receive the coverage provided by this Agreement.
- D. The percentage of retiree's Blue Cross premium that will be paid by the City for members hired after January 18, 1993, but before July 1, 2011 shall be as follows:

At Employed at least 10 years, but less than 15 years = 55%

At Employed least 15 years, but less than 20 years = 75%

At Employed at least 20 years, but less than 25 years = 85%

At Employed at least 25 years, or more = 100%

Any current member of the group hired before January 18, 1993, would qualify for one hundred percent Blue Cross retiree premium paid by the City at twenty years and each other category would accelerate accordingly.

Employees hired after May 2, 2005 will be eligible for retiree medical coverage after 25 years of service.

Any member that receives a Duty Disability Pension, their medical benefits shall continue to be provided regardless of time in service according to all of the provisions of the Workers' Compensation Act and the Pension Ordinance.

The Blue Cross/Blue Shield Community Blue Option 4 (or subsequent Simply Blue 500 Plan if the Hard Cap is exceeded during the duration of this Agreement) shall be the base plan at retirement consistent with all the provisions set forth in this Article.

Members of the Bargaining Unit eligible for retiree health care shall receive prescription drug coverage benefits consistent with that of the current and future negotiated contracts with the active workforce. If the coverage changes for active employees than the retiree benefit will be modified to match the benefit of the active workforce. Should ~~should~~ prescription drug coverage cease for any reason, the insurance last covering employees will remain in effect.

E. Members hired by the City on or after July 1, 2011 and subsequently promoted, in the Command Unit the above described insurance benefits for retirement shall not be available, . ~~but instead~~ Instead, said individuals will participate in an Employee Health Retirement Savings Account which replaces all insurance benefits for employees hired by the City on or after July 1, 2011 ~~2010~~ and subsequently retire.

1. These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service.
2. The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.
3. The City, at its sole discretion, can determine which plan will be provided and the same plan will be provided to all non-union employees.
4. After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.

5. Vesting will be ten (10) years under this plan. The City's contribution will be 1% of base salary. The employee's contribution shall be 2% of base salary.

F. In the event a retiree shall live in a state which does not provide identical benefits for the same premium, the City's obligation hereunder shall be discharged by the furnishing of the policy, and the City shall not be obligated to supplement the policy by any other payments.

12. Life Insurance

The City shall provide a \$3,000.00 life insurance policy to all retirees.

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ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- A. Weapons: The City will provide a gun maintenance program to consist of periodic reconditioning of all weapons by a certified technician. It is the intent of this paragraph that all guns be periodically inspected to assure that they are in proper working order, and that they be periodically reconditioned and maintained to keep them in proper working order. The City will provide shotgun racks in each patrol car and will provide shotguns with appropriate ammunition for each gun rack. Gun racks shall be of such a type that only authorized personnel shall be capable of operating the rack to release the shotgun. Each employee occupying a patrol car shall be responsible for the maintenance of the gun rack in operating condition, and maintain the rack in a locked position, except when the shotgun must actually be used. Each employee shall further be charged with the responsibility of keeping gun and gun barrel free from debris and obstruction. The use of shotguns, their maintenance and deployment shall be subject to orders to be promulgated by the Director of Public Safety or his designate.
- B. Request for Leave Time other than Vacation: Request for leave time off will be considered in the order received by each division. Employees shall be given equal status regarding time off requests as are all other members of the Public Safety Department.
- C. Vehicle Fluids Check: Each Public Safety officer regardless of position, shall be responsible for the operating condition and proper equipment of the vehicle assigned to them in accordance with the following provisions: All Public Safety personnel shall be responsible for having the oil, water and transmission fluid levels in their vehicles checked and maintained by the Department of Public Works personnel assigned to this function. The location and procedure by which these fluids will be checked shall be established by the Department of Public Works. Public Safety personnel shall be responsible for the inventory and maintenance of all Public Safety and other equipment on vehicles. Only the aforementioned fluid checks are the responsibility of the Department of Public Works. In inclement weather, vehicles not assigned to Operations Division shall also be checked by Operations Division over the weekend or during periods of non-use due to vacations, etc., to ensure they are capable of starting. Any vehicle requiring normal Department of Public Works garage service will be handled in the same manner as is currently done.
- D. Residency: Employees of this bargaining unit shall not be subject to any residency requirements.

- E. Jury Duty: Command Officers called for jury duty shall receive their regular pay for those workdays during which they serve jury duty. All fees paid for jury duty to an officer must be turned into the City. An officer scheduled to work a midnight shift before being required to appear for jury duty would be excused from that shift, but would be paid, and his jury fee turned into the City.
- F. Tuition Reimbursement: The City shall provide a tuition reimbursement program as outlined in City Policy and Procedure Memo #3.000.14.
- G. ~~Employee Pregnancy: The parties hereto recognize that pregnancy is not, of and by itself, a sickness, illness or disability. However, the parties also recognize that a pregnancy can result in physical conditions, which would impair the ability of an officer to perform her duties, and that pregnancy related illness or sickness may result in some form of disability. The parties also recognize that so-called maternity leaves or child care leaves, beyond that period of time when an employee is disabled from performing her job duties, will disrupt the operations of the department.~~

~~Recognizing these facts, the parties agree as follows:~~

- ~~1. When an employee learns she is pregnant, she shall immediately notify the City and provide the expected date of delivery, attending physician, and provide periodic medical reports to the City from her attending physician, certifying her ability to perform her job duties.~~
2. Pregnancy related illness or sickness shall be treated the same as any other non-duty related sickness or illness under the terms and conditions of this Agreement.
3. An employee shall report back to work after delivery of her child as soon as her physician certifies that she is physically able to perform her job duties. Failure to so report for work shall constitute just cause for termination of employment.
4. An officer may use available sick leave, vacation days or other accumulated leave time for maternity related disability needs.
5. In the event an officer seeks a disability leave for maternity related reasons, such leave shall be treated in the same manner as a normal, non-duty disability leave.
6. During the above described leave period, all medical and hospitalization insurance shall be continued in the same manner as any other non-duty disability leave.
7. The provisions of this Article are subject to the exceptions set forth in City policy number 3.000.16 pursuant to the Federal Family and Medical Leave Act of 1993.

- H. Health and Safety : The City shall continue to make reasonable provisions for the safety and health of all its employees during the hours of employment. The Association and the City agree that they will cooperate in encouraging employees to observe safety and health regulations and to work in a safe manner at all times.
- I. The City will provide travel and training reimbursements in accordance with City Policy 2.000.4
- J. When the current Records Sergeant vacates the position, the position may be filled by a civilian employee.

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TERMINATION-TERMINATION & MODIFICATION

~~Section 1. This Agreement shall be effective July 1, 2017, and shall remain in force and effect to and including June 30, 2020.~~

~~Section 2. Any party desiring to amend or modify this Agreement shall do so by serving notice upon the other not more than ninety (90) calendar days or less than sixty (60) calendar days prior to the termination of this Agreement.~~

~~Section 3. The parties agree that, upon timely notice, commencing not later than May 1, 2016, they will undertake negotiations for a new agreement for a succeeding period.~~

~~Section 4. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.~~

1. This Agreement shall continue in full force and effect until June 30, 2024.
2. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Section 1, above.
3. In the even that negotiations extend beyond the expiration of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending any agreement upon a new Agreement.

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POLC Command
June 10, 2021
Employer Proposal

THE USE OF PRONOUNS

The Parties agree that all pronouns that state "he" or "his" will be changed to include "he/she" and "his/hers."

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POLC Command
June 10, 2021
Employer Proposal

ROMAN NUMERALS TO ARABIC NUMERALS

The Parties agree to change all Article Numbers from Roman numerals (I, II, III, etc.) to Arabic numerals (1, 2, 3, etc.).

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APPENDIX D
SUBROGATION

1. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.
2. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.
3. Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.
4. In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.
5. In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third

party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

6. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

Erik Tungate

Erik Tungate (Jun 29, 2021 18:14 EDT)

Troy T. Taylor

Troy T. Taylor (Jun 29, 2021 19:54 EDT)

James Stachowski

James Stachowski (Jun 30, 2021 10:13 EDT)

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062921 - FULL TA PACKET

Final Audit Report

2021-06-30

Created:	2021-06-29
By:	Megan Burke (mburke@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAhhwppmpQGp7pdZRMsdL5DgFo39iX4_3H

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-  Document emailed to James Stachowski (stack150polc@gmail.com) for signature
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-  Agreement completed.
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Adobe Sign

POAM Patrol
June 21, 2021
Employer Proposal

ARTICLE XII
HOLIDAYS LEAVE

12.1: The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve
Memorial Day	Day after Thanksgiving	Employee's Birthday
Independence Day	Christmas Eve	2 Unidentified Days
		3 Floating Holidays
		2 Floating Holidays
		Martin Luther King Jr.'s Birthday

12.2: On January 1 of each year, the City will advance to all employees in the Operations Division thirteen (13) days. **Eligible Operations employees shall receive eight (8) hours for each of the thirteen (13) days listed above, into a Holiday Leave Bank to be taken by December 31st of each year.**

12.3: ~~Eligible employees shall receive one day's eight (8) hours of pay for each of the holidays listed on which they perform no work. For administrative~~ **On January 1st of each year, Administrative and Investigations employees shall receive twenty-four (24) sixteen (16) hours of Holiday Leave for the three (3) two (2) floating holiday referenced above. Administrative and Investigations employees shall receive eight (8) hours of holiday leave pay for each holiday listed above, throughout the calendar year. Administrative and Investigations employees, whenever any of the holidays listed shall fall on a Sunday, the succeeding Monday shall be observed as the holiday unless regularly scheduled to work on Sunday. Whenever the holiday falls on a Saturday, the preceding Friday shall be deemed to be observed as the holiday.**

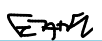
12.4: Employees shall receive double pay for all hours worked on Thanksgiving and Christmas Day. Seniority shall be used to permit voluntary selection of time off.

12.5 **Upon separation of service (voluntary or involuntary), or retirement, employees shall be bought out of their Holiday Leave, on a prorated basis, except the two floating holidays, which will be paid out. ~~except for the three floating holidays.~~ The proration of Holiday Leave will be determined by the number of holidays that have passed up to the employee's termination date.**


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Eric Zarfl (Jun 21, 2021 16:14 EDT)


David Cardinali (Jun 23, 2021 16:58 EDT)


Erik Tungate (Jun 24, 2021 09:53 EDT)

062121 - ARTICLE 12 - HOLIDAY PAY

Final Audit Report

2021-06-24

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-  Email viewed by Erik Tungate (etungate@oakparkmi.gov)
2021-06-24 - 1:53:23 PM GMT- IP address: 67.149.90.87
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Signature Date: 2021-06-24 - 1:53:56 PM GMT - Time Source: server- IP address: 67.149.90.87
-  Agreement completed.
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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 6, 2021

SUBJECT: Resolution approving social district permits

DEPARTMENT: Economic Development and Planning

SUMMARY: At the June 7, 2021 City Council meeting it was approved to create the Oak Park Water Tower Social District. Restaurants and Breweries must receive City Council approval to submit their application for approval to the Michigan Liquor Control Commission, MLCC. I have received two applications that are presented tonight for approval, Oak Park Social, LLC and Dog and Pony Show Brewing, LLC.

It is recommended that the attached resolution be approved by City Council.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the resolution to approve the establishments application to the MLCC.

APPROVALS:

City Manager: _____ET_____

Department Director: _____KM_____

Director of Finance: _____

Budgeted: ☐

Legal: _____

EXHIBITS: applications, resolution

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

RESOLUTION APPROVING LICENSEES FOR SOCIAL DISTRICT

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 6th day of July, 2021, at 7:00 p.m.

Present: _____

Absent: _____

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

WHEREAS, At the June 7, 2021, meeting, the city council adopted a resolution establishing a social district within the city of Oak Park to allow for the regulated sale of alcohol for outdoor consumption. Per Michigan Liquor Control Commission (MLCC) regulations, each licensee must gain local approval before submitting their application to the MLCC to receive their social district permit.

WHEREAS, the city of Oak Park has received two applications from the following licensees:

1. Oak Park Social, LLC, 14691 11 Mile Rd., Oak Park, MI 48237
2. Dog and Pony Show Brewing Company, LLC, 14661 11 Mile Rd. Ste. 200, Oak Park, MI 48237

WHEREAS, each of the licensees has signed a social district operating agreement, submitted a logo to be affixed to the social district cups

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

Be it resolved, the city council grants local approval to the above licensees and recommends these licensees for consideration and approval by the Michigan Liquor License Commission; and

Be it further resolved, the city council authorizes the mayor and city clerk to execute the social district local government unit approval for Social District permit with each licensee on behalf of the city.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

Edwin T. Norris
City Clerk

Dated:



Social District Permit Information



Local Governmental Approval Required Before You Apply

The city, township, or village where your business is located must have first designated a Social District before you may apply. Your licensed business must be contiguous to the commons area inside the Social District to qualify. Check with your local governmental unit to see if you qualify.

Your licensed business must also be approved individually by the city, township, or village before you apply for a Social District Permit. A local governmental unit approval form is attached to this application.

The governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks/cocktails) in the commons area.

At least two (2) qualified licensees must have their licensed premises contiguous to a commons area for the area to qualify to be part of a social district.

The local governmental unit must define and clearly mark the commons area with signs. The local governmental unit must establish a management plan, including the hours of operation, for the commons area. These plans must be submitted to the Commission.

A qualified licensee may apply to the Commission for a Social District Permit using the attached application. The licensee must first obtain approval from the governing body of the local governmental unit before applying for the permit.

A licensee that has been issued a Social District Permit may sell alcoholic liquor for on-premises consumption on its licensed premises only, but then customers may remove the alcoholic liquor from the premises to be consumed in the commons area. A licensee must not sell alcoholic liquor in the commons area.

The commons area is not considered part of any licensee's licensed premises. Nevertheless, a licensee that has been issued a Social District Permit must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.

Any alcoholic liquor sold to customers for consumption in the commons area by a licensee with a Social District Permit must comply with all of the following:

- The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
- The serving container must prominently display a logo or some other mark that is unique to the commons area.
- The serving container is not made of glass.
- The serving container does not have a liquid capacity over 16 ounces.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor onto the licensed premises of another licensee contiguous to the commons area from which the customer did not purchase the alcoholic liquor. A licensee shall not allow alcoholic liquor purchased from another licensee to be brought onto its licensed premises.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor outside of the commons area.

Qualified licensees for Social District Permits are:

- A retailer licensee that is licensed to sell alcoholic liquor for consumption on the premises, such as a Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, or G-2. A Special License issued to a nonprofit organization is not a qualified licensee.
- A manufacturer with an On-Premises Tasting Room Permit.
- A manufacturer with an Off-Premises Tasting Room License or a Joint Off-Premises Tasting Room License. For Joint Off-Premises Tasting Room Licenses, all licensees that have licenses at that same location must be approved for and issued a Social District Permit.



Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: OAK PARK SOCIAL, LLC		
Address: 14691 W 11 mile Rd		
City: Oak Park	State: MI	Zip Code: 48237
Contact Name: Alex	Phone: 248-804-4300	Email: alex.bishai@gmail.com

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval ☐ Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)	
☐ \$70.00 Inspection Fee (MLCC Fee Code 4036)	TOTAL DUE: Make checks payable to State of Michigan
☐ \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Alexander M. Bishai		06/10/2021
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the City of Oak Park council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Oak Park Social, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: 84-2973514
Request ID: _____
(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: <u>DOG AND PONY SHOW BREWING L.L.C.</u>		
Address: <u>14661 W. 11 MILE RD STE # 200</u>		
City: <u>OAK PARK</u>	State: <u>MI</u>	Zip Code: <u>48237</u>
Contact Name: <u>KYLE GERADA</u>	Phone: <u>248 850 8910</u>	Email: <u>KYLE.GERADA@GMAIL.COM</u>

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval ☐ Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)	
☐ \$70.00 Inspection Fee (MLCC Fee Code 4036)	TOTAL DUE: 320.00 Make checks payable to State of Michigan
☐ \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	
Leave Blank - MLCC Use Only	

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

<u>OWNER - KYLE GERADA</u>		<u>6/17/21</u>
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services is not a part of
the Michigan Liquor Control
Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

**** IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED ****

Name on Card: KYLE GIERADA

Payment Amount: 320.⁰⁰

Billing Address: 14661 W. 11 MILE RD

Card Number: 4427 3225 2343 1992

City: OAK PARK State: MI Zip Code: 48237

Check One:

Phone: 248 850 8910

☐ MasterCard

☒ Visa

☐ Discover

Email: KYLE.GIERADA@GMAIL.COM

Security Code/CVW Code: 391

Applicant/Licensee Name: DOG & PONY SHOW BREWING Request or Business ID #: 84-2973514

Expiration Date: 12/24

Payment is for:

SOCIAL DISTRICT

[Signature]
Signature

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
☒ Inspection Fee(s):	<u>70.⁰⁰</u>	4036
☒ Social District Permit Fee:	<u>250.⁰⁰</u>	4081

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the City of Oak Park council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Dog and Pony Show Brewing, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



CITY OF OAK PARK

COMMUNICATIONS AND PUBLIC INFORMATION

Courtney Flynn, Director

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Julie Edgar
Shaun Whitehead
City Manager
Erik Tungate

Meeting of the Oak Park City Council City Manager's Report July 6, 2021

COMMUNITY ANNOUNCEMENTS

1. **Utility Bill Transitions:** As of July 1 Utility Billing transitioned from quarterly to monthly. The first monthly bill will arrive sometime in the first week of August; this first bill will reflect utility usage fees between June 16-July 15.
2. **Utility Bill Town Hall:** July 19, 5:30 pm at City Hall in Council Chambers
 - City officials will provide information on Utility Bill updates and our water and sewer system.
 - Utility Division Staff will be available to answer specific bill related questions.
3. **Heavy Rain Events:** City Public Works crews monitor local streets and clear catch basin covers as necessary during heavy rain events.
 - Residents can also remove debris covering the catch basins by using a rake or shovel.
 - If storm drain covers or manhole covers are displaced, we ask residents to please call the Department of Public Works at (248) 691-7497 during normal working hours Monday through Friday from 7:30 am to 4 pm or during non-working hours contact Public Safety Dispatch at (248) 691-7520; do not attempt to move these on your own.
4. **Farmers Market:** Starts July 7 and will be open every Wednesday through September 29
 - Time: 9am-2pm
 - Location: Oak Park High School / Coolidge parking lot
 - 18 + vendors that include four family farms, fresh made breads, and baked goods, hot foods, music and more.
 - The market accepts EBT cards and participates in the Double Up Food Bucks program
5. **Power of Produce Club Kids /Adults:** July 14-August 18. A free six week program designed for children ages 3-12 (Power of Produce Kids) and adults 55 years of age or older (Power of Produce seniors). Capacity for each program is 75-80 participants per week. Participants earn \$3 each week of the program to spend at the market.
6. **FREE Yoga classes at the Market:** Adult class 11:0 am - 11:45 am; kids (ages 6-12) class 12 - 12:30 pm. Free mats for the first 25 participants. Call 248-691 7555 to sign up.
7. **Storytime at the Market:** Free Storytime offered by the Oak Park Library at the Wednesday market; begins July 14 at 11:30 am.

8. **Feathered Friends Take-Home Craft Kit from the Oak Park Library:** July 6-11, pick up a fun bird-watching take-home craft that is sure to get kids observing and appreciating all the birds in their own backyard. While supplies last.
9. **Chalk it Up:** July 15 at 6 pm the Oak Park Library is inviting the whole family to decorate the sidewalks near the Library; raffles will also be held. Sign up is online.
10. **Senior Pop-Up Concert:** July 15 from 1-2 pm, Shed One at David Shepherd Park. The event is free but attendees must bring their own chair.
11. **Senior Picnic Lunch:** July 23, Shelter One at David Shepherd Park. Register with payment by July 19. Call 248-691-7555 to register.
12. **Oak Park Library Provides Access to Universal Class:** Residents now have free access to continuing education credits through [LibbyApp.com](https://libbyapp.com) / or download the Libby app; enter your library number for access. Courses feature everything from professional development for teachers to business courses, hobbies, computer programming, ESL, and CEU courses.
13. **Name a District:** The City is looking to the public for help in naming our social districts. Maps of the districts will be available online and name suggestions can be via social media.
14. **Local Business Connect:** The Oakland County Economic Development Department is hosting a Local Business Connect event at Oak Park City Hall on July 13, beginning at 8 am. This provides a one-stop-shop for training and resources. Register online through the County.
15. **City Pool Open:** The City pool remains open during posted hours; if the City pool is closed it is announced on the Recreation Department's Facebook page.