

Oak Park

City Council Agenda

April 4, 2022





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
April 4, 2022
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

- A. Regular City Council Meeting Minutes of March 21, 2022
- B. Special City Council Meeting Minutes of March 21, 2022
- C. Traffic Safety Board Meeting Minutes of February 16, 2022
- D. Recycling Commission Meeting Minutes of December 16, 2021
- E. Library Board Meeting Minutes of February 15, 2022
- F. Resolution designating David DeCoster as the agent for the City of Oak Park in regards to the Oakland County West Nile Virus Reimbursement Program
- G. Request to approve a one-year lease extension for 13650 Oak Park Blvd., Suite A to Hatzalah subject to review by the City Attorney
- H. Arts and Cultural Diversity Commission Meeting Minutes of November 11, 2021
- I. Request payment of invoice from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of \$7,373.50
- J. Licenses New and Renewals submitted for April 4, 2022

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Proclamation recognizing April 12, 2022 as Education and Sharing Day in Oak Park

8. PUBLIC HEARINGS:

- A. Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of May 19, 2022 together with a penalty of ten percent (10%) for Special Assessment Districts #698 Delinquent Utilities, #699 False Alarms, and #700 Property Blight

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License submitted by Street Corner Music, LTD, 26020 Greenfield Rd., for an outdoor phonograph record sale for national "Record Store Day" to be held April 23, 2022

11. ACCOUNTING REPORTS: None

12. BIDS:

- A. Request to award the bid for the 2022 Water Main Replacement Project, M-737 to Mark Antony Contracting of Milford, MI for the total amount of \$3,433,498.50

13. ORDINANCES:

- A. Second reading and adoption of an ordinance to amend Chapter 2, Administration, Article III, Division 6, of the Code of Ordinances of the City of Oak Park, Michigan, by amending section 2-331 thereof (The ordinance amendment will allow the Traffic Safety Board to hold one meeting quarterly instead of monthly)

14. CITY ATTORNEY:

15. CITY MANAGER:

Administration/Recreation

- A. Request to approve an amendment to the contract with SmithGroup to include additional priority areas in the Parks and Recreation Master Plan and Recreation Asset Assessment

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
March 21, 2022
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Mayor ProTem Edgar, Council Member Burns,
Council Member Whitehead

ABSENT: Council Member Radner

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris

APPROVAL OF AGENDA:

**CM-03-086-22 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS
PRESENTED – APPROVED**

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-03-087-22 (AGENDA ITEM #5A-F) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes of March 7, 2022 **CM-03-088-22**
- B. Request to approve payment of invoices from OHM Advisors for Oak Park AWIA Risk and Resilience ERP, Safe Routes to School Construction Engineering, Land Improvement Ordinance Revisions and Nine Mile Linear Park Landscaping Design for the total amount of \$17,091.00 **CM-03-089-22**
- C. Request to approve an agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield **CM-03-090-22**
- D. Planning Commission Meeting Minutes of February 14, 2022 **CM-03-091-22**
- E. Corridor Improvement Authority Meeting Minutes of February 17, 2022 **CM-03-092-22**
- F. Licenses New and Renewals submitted for March 21, 2022 **CM-03-093-22**

MERCHANT'S LICENSES – March 21, 2022
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>RENEWALS (2022)</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
SUPERIOR ELECTRIC CO	10280 CAPITAL AVE	\$150.00	ELECTRICAL CONTRACTOR
ORCHARD DISTRIBUTORS	21000 COOLIDGE	\$150.00	WAREHOUSE STORAGE
A-1 WHOLESALE	21300 COOLIDGE	\$225.00	SMOKE SHOP SUPPLIES
LEE BEAUTY SUPPLIES	22136 COOLIDGE	\$150.00	BEAUTY SUPPLIES
LITTLE CAESARS	24756 COOLIDGE	\$150.00	RESTAURANT
SAHARA RESTAURANT	24770 COOLIDGE	\$150.00	RESTAURANT
LINCOLN LIQUOR	25901 COOLIDGE	\$225.00	LIQUOR STORE
J & K MATTRESS	26001 COOLIDGE	\$150.00	RETAIL MATTRESS
LUXURY HOMES	20830 COOLIDGE HWY	\$225.00	FURNITURE RETAIL
HERSCH'S	21100 COOLIDGE HWY	\$150.00	WHOLESALE LANDSCAPE
GOLD STAR PRODUCTS	21680 COOLIDGE HWY	\$150.00	RESTAURANT SUPPLIES
HARMONY MONTESSORI	26341 COOLIDGE HWY	\$150.00	SCHOOL
IMPRESSIVE TILE	12990 EIGHT MILE	\$150.00	BUILDING SUPPLY
MATTRESS WHOLESALE	14510 EIGHT MILE	\$150.00	RETAIL
STEVE'S CREATIONS JEWELERS	21700 GREENFIELD # 329	\$150.00	JEWELRY SALES
GOLD FASHION JEWELRY	21700 GREENFIELD # 333	\$150.00	JEWELRY
DIAMOND FASHION JEWELRY	21700 GREENFIELD # 337	\$150.00	RETAIL JEWELRY
DTOWN GRILLZ	21700 GREENFIELD # 343	\$225.00	CUSTOM MADE GOLD TEETH
B-UNIQUE HAIR BOUTIQUE	21700 GREENFIELD # 412	\$150.00	SALON
ASSOCIATES IN MEDICAL EDUCATION	23300 GREENFIELD # 124	\$225.00	CPR & ADVANCED RESUSCITATION TRAINING
SALON RENU	23300 GREENFIELD # 207	\$150.00	HAIR SALON
MOTOR CITY SOUL FOOD	24790 GREENFIELD	\$150.00	RESTAURANT
BERKLEY'S GOURMET CUPCAKES	25294 GREENFIELD	\$225.00	DESSERTS, CAKES, & SUPPLIES
LIFE SKILLS VILLAGE	25900 GREENFIELD # 100	\$150.00	NEURO-REHABILITATION
REHABILITATION INSTITUE	25900 GREENFIELD # 110	\$150.00	PHYSICAL THERAPY
QUALITY HEALTH CARE	25900 GREENFIELD # 138	\$150.00	HEALTHCARE TRAINING
HAPPINESS NOW HYPNOSIS	25900 GREENFIELD # 201	\$150.00	
S & S II CHARTERS & TOURS	25900 GREENFIELD # 362	\$225.00	TRANSPORTATION
METRO PCS BY TMOBILE	26102 GREENFIELD	\$150.00	CELLULAR PHONES
DALE PRENTICE COMPANY	26511 HARDING AVE	\$150.00	
BEST FRIENDS CHILD CARE	8440 NINE MILE	\$150.00	CHILD CARE'
BASEMENTCUTS BARBERSHOP	8560 NINE MILE	\$150.00	HAIR AND SKIN CARE
THE WORK PLACE	10450 NINE MILE B	\$150.00	OFFICE
K & F MEAT MARKET	13911 NINE MILE	\$150.00	MEAT MARKET
LITTLE CAESARS	8801 W NINE MILE RD	\$225.00	RESTAURANT
LISAS LITTLE ANGELS	10460 W NINE MILE RD	\$150.00	CHILD CARE
LISAS LITTLE ANGELS	10460 W NINE MILE RD	\$150.00	CHILD CARE
EMERALD CUT	8530 NINE MILE C	\$225.00	HAIR SALON
DISCOUNT OFFICE	12780 NORTHEND	\$150.00	OFFICE EQUIPMENT SALES
BRILAR	13200 NORTHEND	\$187.50	COMMERCIAL LANDSCAPING
OAK PARK DIALYSIS	13481 TEN MILE	\$225.00	MEDICAL
NOTABLE INTERIORS	21840 WYOMING PL #B	\$187.50	INTERIOR DECORATION
<u>DISCOVERED OPERATING WITHOUT A BUSINESS LICENSE</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
TODAY'S SMILE	25101 COOLIDGE HWY	\$750.00	DENSTIST

MASSAGE FACILITY LICENSES – MARCH 21, 2022
(Subject to All Departmental Approvals)

<u>MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
HEALING PATH MASSAGE LLC	25900 GREENFIELD	\$125.00

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

**CM-03-094-22 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES
SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL
SERVICES IN THE TOTAL AMOUNT OF \$13,147.08 - APPROVED**

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve payment of invoice #583878, #583879, and #583880 by Garan, Lucow, Miller P.C., for legal services rendered through February 28, 2022 in the total amount of \$13,147.08.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES:

**CM-03-095-22 (AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO
AMEND CHAPTER 2, ADMINISTRATION, ARTICLE III, DIVISION
6, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK,
MICHIGAN, BY AMENDING SECTION 2-331 THEREOF (The
ordinance amendment will allow the Traffic Safety Board to hold one
meeting quarterly instead of monthly) - APPROVED**

Motion by Burns seconded by Edgar, CARRIED UNANIMOUSLY, to approve the first reading of an ordinance to amend Chapter 2, Administration, Article III, Division 6, of the Code of Ordinances of the City of Oak Park, Michigan, by amending section 2-331 thereof (The ordinance amendment will allow the Traffic Safety Board to hold one meeting quarterly instead of monthly)

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

(AGENDA ITEM #15A) Resident Services – Council Meeting Participation.

City Manager Tungate outlined a plan whereby the Resident Services Coordinator will attend all council meetings to facilitate follow-up with residents who have questions and concerns.

**(AGENDA ITEM #15B) Introduction of Dave DeCoster as Director of Public Works
Introduction of Scott Lemarbe as Deputy Director of Public Works**

Public Safety Department

CM-03-096-22 (AGENDA ITEM #15C) REQUEST TO APPROVE THE FLYING OF THE “THIN BLUE LINE” FLAG AT CITY HALL ON BEHALF OF THE OAK PARK POLICE OFFICERS ASSOCIATION OF MICHIGAN FROM SUNDAY, MAY 15, 2022 THROUGH SATURDAY, MAY 21, 2022 - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the flying of the “Thin Blue Line” flag at City Hall on behalf of the Oak Park Police Officers Association of Michigan from Sunday, May 15, 2022 through Saturday, May 21, 2022.

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

MOTION DECLARED ADOPTED

Public Safety Director Cooper explained the “Thin Blue Line” flag represents the honorable sacrifices made daily by the Law Enforcement Officers across this great nation.

(AGENDA ITEM #15D) Body Worn Camera Project Federal Funding Announcement.

Director Cooper announced the City of Oak Park will receive \$560,000 in federal funding for body worn/in-car cameras through funds Congresswoman Brenda Lawrence earmarked as part of the 2022 appropriations bill.

City Clerk

(AGENDA ITEM #15E) May 3, 2022 Special Election for Berkley School District.

City Clerk Norris reminded everyone that Oak Park residents in the Berkley School District will have a Special Election on May 3, 2022. The Berkley School District has placed a General Operating Millage Renewal proposal on the ballot. Questions about the proposal should be directed to the Berkley School District at www.berkleyschools.org.

Department of Engineering

CM-03-097-22 (AGENDA ITEM #15F) REQUEST TO APPROVE PROPOSED CHANGE ORDER NO. 2 IN THE AMOUNT OF \$9,984.11 AND PAYMENT APPLICATION NO. 4 IN THE AMOUNT OF \$14,984.11 TO AMERICAN FENCE CO. OF WARREN, MI FOR THE 2020 DECORATIVE FENCE PROJECT, M-695 PHASE 2 - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve proposed Change Order No. 2 in the amount of \$9,984.11 and Payment Application No. 4 in the amount of \$14,984.11 to American Fence Co. of Warren, MI for the 2020 Decorative Fence Project, M-695 Phase 2.

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

MOTION DECLARED ADOPTED

Finance

CM-03-098-22 (AGENDA ITEM #15G) RESOLUTION AUTHORIZING THE CITY ASSESSOR TO PREPARE SPECIAL ASSESSMENT ROLLS, ASSESSING UNPAID CHARGES TOGETHER WITH A 10% PENALTY ON PRIVATE PROPERTY FOR DELINQUENT UTILITIES - \$559,338.11; FALSE ALARMS - \$1,540.00, AND PROPERTY BLIGHT - \$23,801.99 - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - \$559,338.11; False Alarms - \$1,540.00, and Property Blight - \$23,801.99:

PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICTS

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

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make Special Assessment Rolls for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment Districts therefore according to the benefits derived in the sum of \$584,680.10:

Delinquent Utilities	\$559,338.11
Property Blight	\$23,801.99
False Alarms	\$1,540.00, and

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

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

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

MOTION DECLARED ADOPTED

CM-03-099-22 (AGENDA ITEM #15H) RESOLUTION RECEIVING SPECIAL ASSESSMENT ROLLS ESTABLISHING APRIL 4, 2022 AS THE DATE FOR THE PUBLIC HEARING ON THE ROLLS FOR UNPAID CHARGES FOR CITY EXPENSES INCURRED ON PRIVATE PREMISES FOR DELINQUENT UTILITIES #698, FALSE ALARMS #699, AND PROPERTY BLIGHT #700 - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the following resolution receiving Special Assessment Rolls establishing April 4, 2022 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #698, False Alarms #699, and Property Blight #700:

SPECIAL ASSESSMENT RESOLUTION

DISTRICT NO. 698, 699 and 700

Meeting of the City Council held March 21, 2022, at 7:00 P.M.

The Assessor reported Special Assessment Rolls No. 698, 699 and 700 to the City Council. Attached to said Special Assessment Roll was the certificate of the City Assessor in form as required in Chapter XII of the City Charter.

BE IT RESOLVED, that Special Assessment Rolls No. 698, 699 and 700 this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the 4th day of April, 2022 at 7:00 P.M. Eastern Standard Time, for the purpose of reviewing the assessment contained in said Special Assessment Rolls.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby ordered to cause notice of said review and of the filing of said Special Assessment Rolls to be published once prior to said hearing in the Daily Tribune, a newspaper circulating in said City of Oak Park, the first publication to be at least one week before such hearing, and that said notice shall be in form as provided in Chapter XII of the City Charter.

BE IT STILL FURTHER RESOLVED that the City Clerk be and is hereby instructed to serve notice of said Special Assessment Hearing to each owner of, or party in interest in, property to be assessed, whose name appears upon the last general tax assessment records by mailing the notice first class mail, addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of said hearing.

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

MOTION DECLARED ADOPTED

CLOSED SESSION:

CM-03-100-22 (AGENDA ITEM #18) MOTION TO ADJOURN INTO CLOSED SESSION TO DISCUSS ATTORNEY CLIENT PRIVILEGED COMMUNICATION - APPROVED

Motion by Burns, Seconded by Whitehead, CARRIED UNANIMOUSLY, to adjourn into Closed Session to discuss Attorney Client Privileged Communication.

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

MOTION DECLARED ADOPTED

The Closed Session began at 7:30 PM. The Regular Meeting reconvened at 8:27 PM.

CM-03-101-22 CLOSED SESSION MINUTES - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the minutes of the 03-21-22 Closed Session.

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

MOTION DECLARED ADOPTED

**CM-03-102-22 MOTION TO RETAIN INDEPENDENT COUNSEL TO
INVESTIGATE CODE VIOLATIONS AND PROSECUTION ISSUES
- APPROVED**

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to retain independent counsel to investigate code violations and prosecution issues.

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

MOTION DECLARED ADOPTED

**CM-03-103-22 MOTION TO AUTHORIZE THE FIRM OF GARAN, LUCOW
MILLER TO HANDLE PROSECUTIONS FOR THE CITY ON AN
INTERIM BASIS UNTIL FURTHER NOTICE - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to authorize the firm of Garan, Lucow Miller to handle prosecutions for the city on an interim basis until further notice.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Don Jones, 24660 Westhampton, discussed possible improvements to the city website and community.

Ken Sherman, 23840 Jerome, shared a picture of his new rescued family dog.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:30 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
March 21, 2022
5:30 PM**

MINUTES

Mayor McClellan called the special meeting to order at 5:32 p.m. in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor ProTem Edgar, Council Member Whitehead

ABSENT: Council Member Burns, Council Member Radner

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, Deputy City Manager VanVleck, Communications Director Flynn, Assistant City Manager Yee, DPW Director DeCoster, T&P Director Barrett

SPECIAL BUSINESS:

(AGENDA ITEM A) Visioning Session with SmithGroup regarding the Parks and Recreation Master Plan Update.

Deputy City Manager VanVleck and Consultant Bob Doyle from SmithGroup led a discussion with council members and staff that allowed them to contribute ideas to the beginning planning stages of the Parks and Recreation Master Plan.

CALL TO THE AUDIENCE:

Ken Sherman was present and commented on the Master Plan.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:52 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

Oak Park Traffic Safety Board Meeting 2-16-22

Meeting called to order by John Klein at 7:04 pm.

In attendance, Aaron Tobin, Nour Almahameed, Mike Pinkerton, Kara Grisamer, Nadine Coleman.

Selection of secretary: Aaron Tobin for this meeting.

Minutes from last meeting were approved. There was no January meeting or minutes.

The Committee went over past motions we have made, and mention was made of new crosswalks we would like installed, (Balfour at Coolidge, and Lincoln and Coolidge)

Kara reported that she had successfully contacted Alex Rosinski of the Oakland County Road Commission to repaint the left turn lane at Kenwood and Greenfield. They agreed to our suggestion to repaint and upgrade the "Island" area to clarify that no left turn can be made against the traffic. The Committee praised Kara for her fast and successful action on this issue.

Discussion was had about the need to upgrade the current crosswalk at 11 Mile and Tyler, and what actions needed to be taken.

The committee was alerted to the CVS parking lot at 9 and Coolidge getting a new line painted so that pedestrians could walk safely in their parking lot.

The proposal for increased 4 way stop signs in intersections was discussed, and further information is needed to see where they would be most effective and called for. We also wanted to see if there was more data to support these 4 way stops.

Mike discussed the intersection of Coolidge and Oak Park Blvd, and the traffic light.

Kara advised us that the City is starting the 5 year Parks and Rec. plan and collecting information.

John discussed the difficulty with Lincoln being so wide, and not clearly marked, leading drivers to thinking that is is 2 lanes, when it is actually one lane.

The meeting was adjourned at 7:55pm

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
December 16, 2021**

This meeting was via Zoom

1. THE MEETING WAS CALLED TO ORDER AT 7:10 PM

2. ROLL CALL:

PRESENT: Chairperson Meghan Oesterle, Vice-Chairperson Jonathan Nachman,
Commission Members: Clarissa Clemons, Steven Gold, Mayor Pro-Tem
Julie Edgar, and Public Works Liaison David DeCoster

ABSENT: Commission Members: Richard Readus and Al Lewis

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 the minutes of September 9, 2021 by Steven Gold, seconded by
Jonathan Nachman.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

5. CONSIDERATION OF OLD BUSINESS

A. Member participation / Homework

- Discussion was held regarding commissioner recycling / environmental promotions, they include: Using extra socks and underwear to avoid short laundry loads, uses newspaper bags for cat litter, reducing home temperatures, reduce water heater temperatures, line dry cloths to avoid dryer, burn garbage (certain items), reuse cooking water (example: pasta water), “green” dry

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
December 16, 2021**

cleaners, programmable thermostats, LED bulbs, using SOCRRA waste wizard, and water reduction.

- Consumer's Energy and DTE Energy resources, including free home evaluations.
- Would the city provide funding for residents to install LED bulbs. DTE does have partners for low cost LED bulbs:
<https://newlook.dteenergy.com/wps/wcm/connect/dte-web/home/save-money-energy/residential/rebates-and-offers/lighting>

B. Commissions next focus

- Rain barrel seminar – City would love to participate
- Lawn care seminar – Scheduled for April

C. SOCRRA Update

- Provide better promotion of leaf pick up and how many tons we actually pick up.
- GFL does not have hydraulic lifts on all their truck, why is that? Residents have noticed that this causes trash to fall out of the back of the truck.

6. NEW BUSINESS

A. A discussion was held of the Commission's 2022 Meeting Dates.

Motion to approve the 2022 Meeting dates by Jonathan Nachman, seconded by Steven Gold.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

B. Commission Membership

- The commission is still looking for new members.
- Chairperson led discussion on new topics
 - i. Create online database for commission
 - ii. Continue to ask for magazine space
 - iii. Explore options for utility billing inserts

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
December 16, 2021**

7. PUBLIC COMMENTS

- Bob Irland, from Clawson, was on the call to night and thanked the commission for what they do.

8. COMMISSIONER COMMENTS

- What do residents do with tires?
 - i. Tires are not collected curbside. Tires should be taken to a retailer or tire recycler; however, a disposal fee may apply.

9. ADJOURNMENT

Moved by Steven Gold, seconded by Jonathan Nachman to adjourn the meeting at 8:08pm.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

Minutes prepared by David DeCoster

Oak Park Library Meeting

02/15/2022

Notes taken by Noson Daitchman

1. Call to Order
 - a. Called to Order at 6:34 PM
2. Roll Call
 - a. Zakiya Hollifield - Present
 - b. Cheryl Daniel - Present
 - c. Noson Daitchman- Present
 - d. Kenneth Sherman - Present
 - e. Alburn Elvin – Late (Arrived at 6:44)
 - f. Leslye Richie–Present
 - g. Shaun Whitehead - Present
3. Approval of Agenda
 - a. Ken moves for approval of agenda. 2nd by Leslye.
 - i. Motion passes unanimously
4. Approval of January minutes
 - a. Noson moves to approve January minutes. 2nd by Ken.
 - i. Motion passes unanimously
5. Library Director Report
 - a. Bills
 - i. Library Director goes over the bills.
 1. Leslye asks about the Book Page Order
 2. Some talk about the Watson fund and possibility of separating the money in its own account.
 - ii. Noson moves to approve bills in amount of \$12,790.91. 2nd by Cheryl.
 1. Zakiya Hollifield - Yes
 2. Cheryl Daniel - Yes
 3. Noson Daitchman- Yes
 4. Kenneth Sherman – Yes
 5. Leslye - Yes
 6. Shaun Whitehead - Yes
 - b. Statistics
 - i. 54 classes were utilized
 - c. Events/Library happening
 - i. Library Director goes over some programs
 - ii. New - Free tutoring after school.
 - iii. Document Scanner is ordered
 - iv. Part time Teen Librarian has resigned. Looking to replace by mid-March
 - v. Library Director participating in Age Friendly Oak Park Campaign and Website redesign
 - vi. Distribution of Covid test kits

1. Library Director suggests not participating due to safety concerns, stress on staff, and lack of easy curbside pickup.
 - vii. Purchasing new children's computer with assistance of donor
 - viii. Library Director has joined the Michigan Library Association's Intellectual Freedom Task Force
 - ix. Leslye asks about the statistics of teens/tweens participation (compared to other libraries)
 - x. Noson asks about computer classes
6. Old Business
 - a. Library Closure 3:00 – 4:00 PM
 - i. Still doing closure
 - b. Scanning Documents
 - i. Has been ordered
 - c. Library Board Bylaws
 - i. Al moves to approve by-laws to the board of trustees to reflect updates to (2)(A) membership and (5)(C) Quorum. 2nd by Ken.
 1. Zakiya Hollifield - Yes
 2. Cheryl Daniel - Yes
 3. Noson Daitchman- Yes
 4. Kenneth Sherman - Yes
 5. Alburn Elvin – Yes
 6. Leslye Richie– Yes
 7. Shaun Whitehead - Yes
7. New Business
 - a. Honor & Memorial Donation Program Intro and Acknowledgments
 - i. Set up to allow memorial donations with nameplate in books purchased.
 - b. OMA and Remote Attendance/MLA Advocacy
 - i. We have to meet in person for future meetings
 - c. Director Review Process – Ken Sherman
 - i. Library Director's first year is coming up. Ken wanted to ask that we do a performance evaluation.
 1. Ken moves to have Zakiya talk to Erik Tungate about in regards to Library Director's performance evaluation for 2022. 2nd by Noson
 - a. Motion passes 5-1 (Aye - Cheryl, Noson, Kenneth, Shaun, Al. Nay – Leslie)
 - d. Public Posting Policy
 - i. Library Director presents policy on public posting. Will show to legal counsel and board will vote on it next meeting
 - e. MLA meetings
 - i. Ken attended two meetings; "Penal Fines, Civil Fines and Library Funding", "Public Library Financial Management Guide".
8. Friends of the Library Report
 - a. There is a new Board.
9. Public Comment

- a. Zakiya - There is a nice article about the library in the Oak Park City Magazine.

10. Adjournment

- a. Noson move for adjournment at 8:03 PM. 2nd by Al.
 - i. Vote passes unanimously.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 4, 2022**AGENDA #**

SUBJECT: Request authorization to enter into the West Nile Virus Fund Expense Reimbursement Program available from Oakland County.

DEPARTMENT: Public Works - *DED*

SUMMARY: The Public Works Department requests that Director David DeCoster be designated as agent for the Oakland County West Nile Virus Reimbursement Program.

FINANCIAL STATEMENT: The reimbursement program proposes to reimburse Oak Park \$3,595.53 for our expenses on combating the West Nile Virus.

RECOMMENDED ACTION: It is recommended that City Council approve the attached resolution designating David DeCoster as the agent for the City of Oak Park in regards to the Oakland County West Nile Virus Reimbursement Program.

APPROVALS:

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____ NA

Budgeted: ☐

EXHIBITS: Resolution

RESOLUTION

REQUEST AUTHORIZATION TO ENTER INTO THE WEST NILE VIRUS FUND EXPENSE REIMBURSEMENT PROGRAM AVAILABLE FROM OAKLAND COUNTY

Motion by, _____ seconded by, _____ CARRIED
UNANIMOUSLY: To adopt the following resolution:

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement for eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larvaciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of Oak Park, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE, BE IT RESOLVED that this council authorizes and directs the Director of DPW, as agent for the city of Oak Park, in the manner and to the extent provided under Oakland County Board of Commissioner Miscellaneous Resolution, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

Roll Call Vote: Yes,
 No,
 Absent,

I, T. Edwin Norris, duly certified City Clerk of the City of Oak Park, Michigan, do hereby certify that the above resolution is a true copy of a resolution adopted by the Oak Park City Council, at a Regular Meeting, held on April 4, 2022.

T. Edwin Norris, City Clerk

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 4, 2022**AGENDA #****SUBJECT:** Proposed one-year lease extension for Hatzalah of Michigan**DEPARTMENT:** Public Works / Facilities - *DED*

SUMMARY: The City of Oak Park is currently leasing space (13650 Oak Park Blvd, Suite A) to the non-profit group Hatzalah of Michigan (Hatzalah). The current one-year lease expires on April 30, 2022. Hatzalah has expressed interest in extending the lease for an additional year. This would extend the lease for a period of May 1, 2022 through April 30, 2023. Hatzalah has been a model tenant and has occupied this space for the past five years.

RECOMMENDED ACTION: It is recommended that a one-year lease extension for 13650 Oak Park Blvd, Suite A to Hatzalah be approved, upon review by the City Attorney's office.

APPROVALS:

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____ CK

Budgeted: ☐**EXHIBITS:** Resolution and Lease Agreement

**OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

**A RESOLUTION OF THE OAK PARK CITY COUNCIL TO APPROVE THE RENEWAL
OF A LEASE OF CITY PROPERTY LOCATED AT 13650 OAK PARK BLVD., STE A,
TO HATZALAH OF MICHIGAN**

At a meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at the city hall located at 14000 Oak Park Boulevard on the 4th day of April, 2022 at 7:00 P.M., with those present and absent being,

PRESENT:

ABSENT:

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

WHEREAS, Section 2.3 of the Oak Park City Charter vests with the city the power to provide for the leasing of city property subject to any restrictions placed thereon by statute and the Charter; and

WHEREAS, any lease of city owned property is subject to an affirmative vote of four or more members of the council, with fair consideration as determined by the council; and

WHEREAS, Hatzalah of Michigan, a Michigan non-profit Corporation, has submitted a request to renew its current lease of city owned property at 13650 Oak Park Blvd., Ste A, for the sum of \$9,910.00 per year, payable in equal monthly installments of \$825.83 (\$10 per square foot annually for 991 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity, with the proposed lease terms attached hereto as an addendum;

WHEREAS, Hatzalah of Michigan has requested an additional 78 square feet of storage space and if agreed upon by the parties, an additional sum of \$65.00 per month will be added to the monthly rental amount.

WHEREAS, the proposed renewal of the lease term is for twelve (12) months, commencing on May 1, 2022 and expiring on April 30, 2023, with the option to request renewal of the lease annually subject to the approval of city council;

NOW THEREFORE BE IT RESOLVED:

1. The City Council hereby authorizes the lease of city property known as 13600 Oak Park Blvd., Ste A, Oak Park, MI for the sum of \$9,910.00 per year, payable in equal monthly installments of \$825.83 (\$10 per square foot annually for 991 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity. 78 square feet of storage space may be included in the lease as consideration for an additional payment of \$65.00 per month for the duration of the lease term, bringing the total monthly rental to \$890.83. The approved lease terms are attached hereto as an addendum.
2. The City Council has determined that the proposed rental rate for the premises of \$9,910.00 per year (\$10,689.96 including storage) payable in monthly installments of \$825.83 (\$890.83 including storage) per month, represents fair consideration for Hatzalah's possession of the premises for a period of twelve (12) months;
3. That based upon the foregoing findings and determinations, the proposed lease renewal terms attached hereto as an Addendum appear to be in the best interest of the City, and the

City Council approves the execution of the attached lease renewal by the City Manager on behalf of the City of Oak Park, copies of which are attached to this resolution.

4. That any renewal of the lease beyond the twelve month period shall be subject to the approval of the City Council as required by Section 13 of the Charter.
5. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Roll Call Vote: Yes:

No:

Absent:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, April 18, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk

COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on _____, between **The City of Oak Park**, a Michigan municipal corporation, with offices at 14000 Oak Park Blvd., Oak Park, MI 48237 (Lessor), and **Hatzalah of Michigan**, a Michigan Nonprofit Corporation, of 18877 W Ten Mile Rd., Ste 102, Southfield, MI 48075 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the building at 13650 Oak Park Blvd., Suite A, Oak Park, Michigan (the Building). In addition to the Building, Lessee shall have the right to use common areas and parking spaces in the adjacent parking lot. Together the Building, common areas and the use of the adjacent parking spaces are referred to as the Premises.

a. **License to use common areas (i.e. hallways, restrooms, parking, etc.).** The Lessor grants a license for the lease term to the Lessee, its employees, and its customers to use the parking spaces adjacent to the Building, to the extent that spaces are available. This is a license, not a leasehold. No spaces will be reserved.

b. **Outer Walls.** The exterior walls and roof of the Building and the area beneath said building are not demised hereunder, and the Landlord reserves the use of same together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Building and serving other parts of the Building, at such times and in such locations which will not materially interfere with Lessee's use of the Leased Premises.

2. **Term.** The term of this Lease shall be one (1) year commencing on May 1, 2022 (the Commencement Date), and expiring on April 30, 2023.

3. **Rent.**

a. **Base rent.** Lessee shall pay Lessor as base rent for the Premises \$9,910.00 per year, payable in equal monthly installments of \$825.83 per month commencing on the Commencement Date (\$10 per square foot annually for 991 square feet). Base rent shall include all of the utility services for the Premises, including water and sewer, gas, and electricity ("Included Utilities").

b. **Additional rent.** Lessee agrees that all other services contracted for by Lessee, including, but not limited to, telephone, cable, or internet services ("Other Utilities"), shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. If Lessee fails to pay the amount on or before the due date, any utility that may be levied or assessed against the leased premises, as well as the cost of any contest, review, or negotiation of an assessment by Lessor shall be immediately due and payable as additional rent.

4. **Security deposit.** Lessee shall pay a security deposit of \$825.83. The security deposit shall secure the performance of Lessee's obligations under this Lease. Lessor may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Lessee's obligations under this Lease. Any balance remaining on termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent. Lessor may commingle the security deposit with any other funds of Lessor and shall not pay any interest on

the deposit held. The fact that the Landlord continues to hold the Security Deposit does not affect the Landlord's right to possession of the Building for non-payment of rent or for any other reason.

5. Signs. Lessor reserves the exclusive right to the exterior of the Building, and Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole.

6. Acceptance of occupancy. Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. Renewal of Lease. Lessee shall have an option to request the opportunity to renew this lease on an annual basis by giving written notice of renewal to Lessor 90 days before this Lease expires ("Lessee Option"). The renewal shall be on the same terms and conditions as stated in this Lease except that the base rent during a renewal term shall be determined by mutual agreement of the parties, and shall be subject to final approval of the city council. If the parties cannot agree on the base rent by a date 30 days before the existing term of the Lease expires, this option shall terminate and the Lease shall expire at the end of the existing term. Any renewal of this lease is subject to Section 13.3 of the City Charter, requiring the affirmative vote of four or more members of the city council.

8. Holding Over. If the Lessee remains in possession of the Building after the Term ends, then the tenancy will be from month to month in the absence of a written agreement to the contrary, at a monthly rental rate of 125% of the monthly payment amount established in section. Either party may cancel such a tenancy on 30 days written notice to the other party. The Landlord retains the absolute right to withhold its consent to any proposed holdover.

9. Vacation of Premises. Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

10. Keys. When the lease term ends, the Lessee must surrender all keys to the Building to Lessor.

11. Use. The Premises are to be used and occupied by Lessee for the operation of office space for administration and operation of Hatzalah of Michigan and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. Residential uses are prohibited.

- a. No illegal acts.** The Lessee may not use the Premises for any purpose that violates any law, municipal ordinance or regulation. The Lessee, at its own expense, under penalty

of forfeiture and damages, must promptly comply with all law, orders, regulations, or ordinances of all municipal, county, state, and federal authorities affecting the Premises and must obtain all necessary governmental licenses and certificates for zoning for use and occupancy of the Premises. If the Lessee breaches this paragraph, the Lessee may at its sole option terminate this lease immediately and re-enter and re-possess the Premises.

- b. Insurance.** The lessee may not do any act which is prohibited or which conflicts with any insurance policy maintained for the Building, or which will increase the existing rate for such insurance, or which will cause any such policy to be cancelled or otherwise adversely affected. The Lessor represents that, to the best of its knowledge, its insurance policy contains no clause that would be adversely affected by the normal operation of a business similar to Lessee's.
- c. Locks.** The Lessee may not change locks without the Lessor's authorization.

12. Expenses. Lessor shall pay all costs and expenses incurred in operating and managing the Building except the maintenance and repair of the interior space leased to Lessee and the Other Utilities. Lessor further agrees that any additional alterations or additions to the dimensions of the building in which the leased premises are contained shall be at the sole expense of Lessor, and shall be completed prior to the Commencement Date.

13. Repairs and maintenance. Lessor shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, plumbing systems, electrical systems, common areas and floor and including painting, structural maintenance, repair, and replacement, and for the repair and replacement of the furnace, HVAC system and hot water heater. However, any such maintenance, repairs, or replacement for the Building or Premises that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall provide janitorial services to the Premises and common areas at Lessor's sole expense. With the exception of Lessor's obligations for maintenance, repairs, and replacement, Lessee shall be obligated to repair and maintain the Premises at Lessee's expense. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition the sidewalk and driveway adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice.

14. Surrender of Premises. Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in substantially the same condition as at the Commencement Date, excepting normal wear and tear.

15. Entry and inspection. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

16. Taxes and assessments. Lessee shall pay all personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

17. Alterations. Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of \$5,000 shall require the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The work shall be done without injury to any structural portion of the Building and without disturbing other tenants in their use of the Building. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

18. Assignment and subletting. Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

19. Trade fixtures. All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

20. Insurance. Lessor shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.

- a. *Delivery of policy.* The Lessee must deliver to the Lessor a certificate of insurance and, on request, a full copy of all insurance policies required under this lease, and proof of renewal at least 30 days before any expiration date that falls during the Term.
- b. *Lessee's failure to insure.* If the Tenant fails to maintain and pay for any insurance which is its obligation under this lease or fails to deliver copies of policies to the Landlord, the Landlord may, at its sole option, obtain and pay for such insurance and charge the cost to the Tenant as Additional Rent. The Tenant is not released from its obligation, regardless whether the Landlord exercise such option.
- c. *Subrogation.* The Lessee and Lessor will each look to their own insurance for the recovery of insured claims. The Lessee and Lessor each waive and release all rights to recover insured claims from the other, by anyone claiming through them, including their respective insurers, by way of subrogation or otherwise. This release and waiver remains effective even if either party fails to obtain insurance as required by this lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

21. Lessee's liability. All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or

omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

22. Destruction of Premises. If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

23. Mutual releases. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

24. Condemnation. If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

25. Indemnity. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Lessee's use of the Premises, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

26. Default and reentry. If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to

relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee remaining uncured for 30 days after written notice by Lessor to Lessee thereof, by giving written notice of the termination to Lessee.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation after written notice thereof and a 30 day opportunity to cure, make or cause repairs to be made and defaults to be cured, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

27. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed as long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation regarding a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

28. Notices. Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

29. Lessee's possession and enjoyment. Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

30. Holding over. If Lessee does not vacate the Premises at the end of the term specified in this Lease or exercise the Lessee Option, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental rate.

31. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

32. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

33. **Fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

34. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

35. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

35. **Effective date.** This Lease shall be effective as of the date first stated above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

LESSEE

Hatzalah of Michigan,
A Michigan Nonprofit Corporation

By: /s/_____
Nachy Soloff, Board of Directors

LESSOR

The City of Oak Park
A Michigan Municipal Corporation

Approved as to form:

By: /s/_____
Ebony L. Duff, City Attorney

By: /s/_____
Marian McClellan, Mayor

By: /s/_____
Ed Norris, City Clerk

By: /s/_____
Erik Tungate, City Manager



CITY OF OAK PARK

COMMUNITY ENGAGEMENT DEPARTMENT OF PUBLIC INFORMATION

Mayor 5H
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Shaun Whitehead
Solomon Radner
Julie Edgar
City Manager
Erik Tungate

MINUTES REGULAR MEETING CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION THURSDAY, November 11, 2021, 7:00 P.M. COMMUNITY CENTER

1. **CALL TO ORDER**
 - a. Time: __7:05 pm__
2. **ROLL CALL**
 - a. **City Council:**
Council Member Shaun Whitehead A
 - b. **Commissioners:**
Stephanie Crawford _X Sarah Davidson _X Rosetta Kincaid _X
Terri McQueen _X Sudha Chandra Sekhar X-PH Avi Snider _X
Michele Stevenson X Lonnie K. Tabb-Upshaw _X Carla Wallace _X
Donny Wilson X Dawn Henry X
 - c. **City Liaison:**
Director Crystal Van Vleck _X
 - d. **Guests:**
3. **APPROVAL OF AGENDA**
 - a. Date November 11,, 2021 *Motion _Terri__Seconded Michele Approved All*
4. **APPROVAL OF MINUTES**
5. **MATTERS FOR CONSIDERATION**
 - a. **Old Business:**
 - i. Welcomed Lonnie
 - ii. Mural Project-Dawn reached out to Ferndale High, favorable response. Crystal stated we may have to begin project next fall. Crystal is speaking with DIA for a mural program for Oak Park. Avi advised that DIA inside out project deadline was missed this year.

- iii. Boo Bash Recap-Donny reported it was a great time, it was cold but there was a lot of business participation. 3 people from the Commission manned the booth.
- iv. Winterfest-Michelle would like her guest Cindy to participate but unsure if she can due to Covid numbers rising. Laurie from Parks and Rec reported that Winterfest will be 1/16/22 from 2-5pm. It will be indoors and outdoors. There will be cookie decorating, library participation, craft tables, music, hot cocoa and chili, s'mores outside, ice carving, reindeer, horse drawn carriage rides through the park and free open ice skating. Recreation would like to know if ACDC will participate. They would like to know no later than the first week in January. We will make a final decision next month. Carla and Dawn volunteered to work this event. We will make final decision in December.
- v. Art Fair-Laurie suggested to incorporate with 2022 Summer Blast event. Laurie also suggested to have it in fall because it will be a carnival style atmosphere for summer blast 6/17-6/19 and it may not be a good time to have an Art Fair. Also having Art Fair in fall gives us more time to plan. We will have a subcommittee to meet 12/14/21 at 7pm.

b. New Business:

- I Marci joined the meeting. She is an Artist and teacher from Huntington Woods. She found a grant from the association of Jewish studies and needs a partner for art programming. She would like to create "The Sunflower Community Space" which would be a public gathering place shaped like a sunflower. In this space, residents could use it for art labs, musical venue, events, etc.... this will be for 2022-2023
Tabled for next month's agenda

6. COMMISSIONER REPORTS
None

7. ADJOURNMENT

- a. **Next Meeting:** December 9, 2021
- b. **Time of Adjournment:** 8:04pm



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 4, 2022

SUBJECT: Payment of Invoice from SmithGroup for Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract

DEPARTMENT: City Manager's Office / Recreation

SUMMARY: Attached is the first invoice from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract. The invoice amount is \$7,373.50

FINANCIAL STATEMENT: Funding (\$125,000) is available in the General Fund (101-19.752-818.000).

RECOMMENDED ACTION: It is recommended that City Council approve the invoice payment to SmithGroup.

APPROVALS:

City Manager: _____ ET _____

Department Director: ____ CV _____

Director of Finance: _____ SC _____

Budgeted: ☒ X

EXHIBITS:

SmithGroup Amended Contract

SmithGroup original proposal

INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor

Ann Arbor, MI 48104

T 734.669.2736 F 313.442.8395

smithgroup.com

March 23, 2022

Project No: 13795

Invoice No: 0161554

Invoice Total	\$7,373.50
----------------------	-------------------

Crystal VanVleck
 City Manager of Community Services
 City of Oak Park, Michigan
 City Hall
 14000 Oak Park Blvd
 Oak Park, MI 48237

Professional Services from January 29, 2022 to February 25, 2022

Contract	000	City of Oak Park Parks and Recreation Master Plan Updates
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Fee

Billing Phase	Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing
Original Scope and Fee	73,735.00	10.00	7,373.50	0.00	7,373.50
Additional Stakeholder Engagement	18,000.00	0.00	0.00	0.00	0.00
Enhanced Statistical Community Survey	12,500.00	0.00	0.00	0.00	0.00
Four Additional Park Site Plans	15,000.00	0.00	0.00	0.00	0.00
Total Fee	119,235.00		7,373.50	0.00	7,373.50
Total Fee					7,373.50
Total this Contract					\$7,373.50
Total this Invoice					<u>\$7,373.50</u>

"BE GREEN" - to receive your invoices via e-mail,
 please contact Kim at the number above

SmithGroup PM

Mark Woodhurst

DUE AND PAYABLE UPON RECEIPT

Electronic Payments: SmithGroup, Comerica Bank (CMCA) #072000096, Account #1840094476

MERCHANT'S LICENSES - APRIL 4, 2022

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS		FEES	BUSINESS TYPE
HJ PAWN AND EXCHANGE	21380 GREENFIELD	CB223936	\$150.00	PAWN & EXCHANGE & RETAIL
HEALING PATH MASSAGE	25900 GREENFIELD # 414	CB223935	\$150.00	MASSAGE THERAPY
LUXURY AUTO SPA	10250 W NINE MILE RD	CB223929	\$150.00	CAR WASH

RENEWALS FOR 2022	ADDRESS		FEES	BUSINESS TYPE
SLOT SPEEDWAY	10200 CAPITAL	CB223537	\$150.00	BUY & SELLING OF APPAREL AND ACCESSORIES
ADVANCE AMERICA #1328	22140 COOLIDGE	CB223525	\$150.00	CHECK CASHING
ANNIEWRAP & FLOWERS	22171 COOLIDGE	CB223507	\$225.00	FLORIST
RAMSAY F DASS	24601 COOLIDGE	CB223227	\$225.00	MEDICAL
FRENCH KIDZ	24721 COOLIDGE	CB223805	\$225.00	KIDS CLOTHING STORE
SR AUDIO, INC	21070 COOLIDGE HWY	CB223485	\$150.00	SOUND, LIGHTING, AND AUDIO COMPANY
H2O LIFE	24705 COOLIDGE HWY	CB223517	\$225.00	MARTIAL ARTS SCHOOL
TUBBY'S	13740 EIGHT MILE	CB223239	\$150.00	RESTAURANT
15160 EIGHT MILE VENTURES	15160 W EIGHT MILE RD	CB223609	\$150.00	SELF STORAGE
EL MAR'S SUBURBAN SHOP	13661 W ELEVEN MILE RD	CB223451	\$225.00	RETAIL DISCOUNT FURRIER-COLD STORAGE-ALTERATIONS
FORTSON DENTAL OAK PARK	13741 W ELEVEN MILE RD	CB223615	\$150.00	DENTAL
HARTWELL CEMENT COMPANY	21650 FERN AVE	CB223282	\$225.00	COMMERCIAL, INDUSTRIAL AND MUNICIPAL CONCRETE CONSTRUCTION
FOOTLOCKER #7532	21210 GREENFIELD	CB223706	\$150.00	RETAIL ATHLETIC, FOOTWEAR APPAREAL AND ACCESSORIES.
KIDS FOOTLOCKER #48578	21220 GREENFIELD	CB223707	\$150.00	RETAIL ATHLETIC, FOOTWEAR APPAREAL AND ACCESSORIES.
FOOTLOCKER #7532	21230 GREENFIELD	CB223708	\$150.00	RETAIL ATHLETIC, FOOTWEAR APPAREAL AND ACCESSORIES.
BIGGIEZ BOUTIQUE	21700 GREENFIELD # 434	CB223917	\$150.00	CLOTHING BOUTIQUE
LA MARRA	24700 GREENFIELD # 24840	CB223195	\$150.00	MEDITERRANEAN FOOD
SKYLAR LAUNDROMAT OF OP	25214 GREENFIELD	CB223730	\$150.00	LAUNDROMAT
LIFE SKILLS VILLAGE, PLLC	25900 GREENFIELD # 222	CB223915	\$150.00	MEDICAL OFFICE
BOOK BEAT	26010 GREENFIELD	CB223441	\$225.00	BOOKSTORE
CAIR HAIR COLLECTION	8660 NINE MILE	CB223766	\$225.00	HAIR EXTENSION STORE
LIFE LINE NATION	8700 NINE MILE # 8720	CB213108	\$225.00	MEDIA SERVICING, CONSULTING, MANAGEMENT, ENGINEERING AND RETAIL
BOSS BABES	8970 NINE MILE	CB223600	\$150.00	RETAIL/GIFTS
ITS ALL ABOUT U	10810 NINE MILE	CB223470	\$150.00	SALON
CHINA CITY	13715 NINE MILE	CB223366	\$150.00	RESTAURANT
REALTEAM REAL ESTATE	8250 W NINE MILE RD	CB223578	\$150.00	REAL ESTATE OFFICE
NORTHEND COLLISION	12700 NORTHEND AVE	CB223254	\$225.00	AUTO REPAIR
POSITIVE HOME DOCTORS	12800 NORTHEND AVE	CB223452	\$150.00	VISITING PHYSICIAN GROUP, MEDICAL CARE TO HOME BOUND AND MOBILITY LIMITED PATIENTS
GREAT EXPRESSIONS DENTAL CENTER	13231 TEN MILE	CB223332	\$225.00	DENTAL

PAWN BROKER LICENSE - APRIL 4, 2022

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEES	LICENSE TYPE
HJ PAWN AND EXCHANGE, LLC	21380 GREENFIELD	\$400.00	

LIQUOR LICENSE RENEWALS - APRIL 4, 2022

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEES	LICENSE TYPE
Berkley Coffee, LLC	14661 W. 11 Mile, #500	\$250.00	Tavern
Dog and Pony Show Brewing, LLC	14661 W. 11 Mile	\$250.00	Microbrewery
Eddie's Gourmet Food, Inc.	25920 Greenfield	\$250.00	Class C Liquor
Oak Park Social, LLC	14691 W. 11 Mile	\$250.00	Class C Liquor
River Rouge Brewing Company, LLC	14401 W. 11 Mile	\$250.00	Microbrewery
Szasza Inc.	24770 Coolidge Highway	\$250.00	Class C Liquor

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: March 29, 2022

RE: Approval of Liquor License Renewals

PURPOSE(S) OF ACTION:

To consider the approval of the renewal of the Liquor Licenses for the establishments identified below.

In accordance with Section 6-61 (b) of the Code, I have initiated the annual investigation and review of the on premises licensed establishments identified below and based on the certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk, subject to any conditions specified by those administrative offices/officials and pursuant to the recommendation of the Director of the Department of Community and Economic Development as well as having completed my analysis and assessment of the documentation and information submitted by the applicants it is requested that the City Council consider approving the renewal of the Liquor Licenses previously issued to:

Berkley Coffee, LLC, 14661 W. 11 Mile, Suite 500 (Tavern License)

Dog and Pony Show Brewing, LLC, 14661 W. 11 Mile (Microbrewery License)

Eddie's Gourmet Food, Inc., 25920 Greenfield (Class C Liquor License)

Oak Park Social, LLC, 14691 W. 11 Mile (Class C Liquor License)

River Rouge Brewing Company, LLC, 14401 W. 11 Mile (Microbrewery License)

Szasza Inc., 24770 Coolidge Highway, Oak Park, MI 48237 (Class C Liquor License)

Comments/Conditions/Explanations:

City staff and in particular, representatives of the Department of Public Safety have reviewed the requests for renewal of the Liquor Licenses and have determined that no conditions exist that would warrant denial of a renewal or require additional time to investigate the businesses.

It is the recommendation of the Administration that after analyzing the review factors specified in Section 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license renewals) the City Council approve the issuance of 2022-2023 Liquor Licenses with expiration dates of April 30, 2023 to the establishments outlined previously.

Erik Tungate

City Manager

Date: March 29, 2022

City of Oak Park

OAK PARK CITY COUNCIL

Proclamation

Education and Sharing Day

WHEREAS, excellence in education is vital to the success of our city; and in Oak Park we seek to instill each child and adolescent with a good education; and

WHEREAS, by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons on literacy, math, and science; and

WHEREAS, the Rebbe, Rabbi Menachem Schneerson, of righteous memory, dedicated his life to the betterment of mankind and tirelessly advocated for a better education for all Americans; and

WHEREAS, the Rebbe taught that education should not be limited to the acquisition of knowledge and preparation for a career, but also on character building, with emphasis on the universal moral and ethical values that are the basis of any peaceful civilized society; and

WHEREAS, the United States Congress has established “Education & Sharing Day, USA” as an annual national day to commemorate the Rebbe’s achievement’s; and the lessons and the vision he set forth are relevant to us all today; and

WHEREAS, April 12, 2022, will mark 120 years since the Rebbe’s birth, and the date will be celebrated across these United States and around the globe in tribute to the Rebbe’s vision, guidance and leadership,

NOW, THEREFORE, BE IT RESOLVED, that I, Julie Edgar, Mayor ProTem of the City of Oak Park, Michigan, on behalf of the Oak Park City Council, do hereby proclaim April 12, 2022, as:

Education and Sharing Day, Oak Park

and call upon educators, volunteers and citizens, to reach out to young people and work to create a better, brighter, and more hopeful future for all.

IN TESTIMONY WHEREOF, I have signed my name, officially, and caused the seal of the City of Oak Park, Michigan, to be affixed this 12th day of April, 2022.

Julie Edgar, Mayor ProTem

**AGENDA #****BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 4, 2022**SUBJECT:** Public Hearing for Special Assessment Districts #698, #699 and #700 and resolutions confirming the rolls, setting due dates and penalties.**DEPARTMENT:** Finance/Treasury**SUMMARY:** At the council meeting of March 21, 2022, City Council adopted Special Assessment Resolution No. 8, establishing April 4, 2022 as the date for the public hearing on the rolls of Special Assessment Districts #698 - Delinquent Utilities; #699 - False Alarms and #700 Property Blight.**FINANCIAL STATEMENT:** None**RECOMMENDED ACTION:** To adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of May 19, 2022, together with penalty of ten percent (10%) for Special Assessment Districts #698 - Delinquent Utilities; #699 - False Alarms and #700 - Property Blight.**APPROVALS:**

City Manager: _____ET_____

Director: _____SL_____

Finance Director: _____SC_____

Budgeted: _____X_____

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 9

Meeting of the City Council April 4, 2022: The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for expenses incurred on private premises for Districts #698 - Delinquent Utilities; #699 - False Alarms and #700- Property Blight.

The Clerk announced that the following written objections had been filed:

Objections were received at the public hearing as follows:

The following exceptions were made to Special Assessment Rolls:

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

BE IT RESOLVED that Special Assessment Rolls #698, #699 and #700, as prepared and revised by the City Assessor, are hereby confirmed.

ROLL CALL VOTE: Yes:
 No:
 Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on April 4, 2022, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 4th day of April, 2022.

T. Edwin Norris, City Clerk

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 10

At a Regular Meeting of the City Council of the City of Oak Park, held the 4th day of April, 2022, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

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

WHEREAS, by resolution adopted April 4, 2022, Special Assessment Rolls #698, #699 and #700 were confirmed by City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on May 19, 2022, in full, together with penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date May 19, 2022.

ROLL CALL VOTE: Yes:
 No:
 Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on April 4, 2022, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 4th day of April, 2022.

T. Edwin Norris, City Clerk

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

10A

Today's Date: 3-22-2022

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: 4-23-2022 (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).

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 8 people allowed in tent at once.

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'

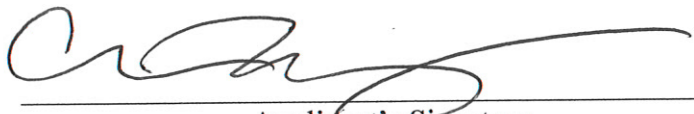
Will the event have banners displayed? ☐ Yes ☒ No, if so, please provide the number of signs and dimension(s):

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.

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

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
WWW.OAKPARKMI.GOV

Received From: STREET CORNER MUSIC
Date: 03/22/2022 Time: 1:04:29 PM
Posting Date: 03/22/2022
Receipt: 480285
Cashier: jwilliams

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	
Special Business Lic/Permits	\$100.00
TOTAL	\$100.00

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Street Corner Music
“Record Store Day”
26020 Greenfield

DATE: April 23, 2022 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>	Inspections required after set-up (prior to start of event) and final site restoration (after clean-up). No signs allowed in the ROW or that create a clear vision obstruction. Flame spread certificate required for tent.	30 mins	NA
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct regular checks as part of normal patrol duties	30 mins	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

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 4, 2022**AGENDA #****SUBJECT:** Report on bids for the 2022 Water Main Replacement Project, M-737.**DEPARTMENT:** Technical & Planning – Engineering *KMG*

SUMMARY: At the January 18, 2022 regular meeting of the Oak Park City Council, the request to bid the 2022 Water Main Replacement Project, M-737 and the Northend Water Main and Road Replacement Project, M-738. The projects were combined prior to posting the bid advertisement as the 2022 Water Main Replacement Project, M-737. The project was advertised and ninety-seven (97) contractors viewed the documents. On March 21, 2022, five (5) bids were received and opened. The low bidder, Mark Antony Contracting of Milford, MI submitted a bid of \$3,433,498.50 for the combined water main project. This project will replace the water mains in the areas shown on the attached map and also replace the pavement on Northend Ave. References were checked and all had positive responses.

FINANCIAL STATEMENT: This project is budgeted in Account Nos. 592-18-538-970 and 202-18-479-970.

RECOMMENDED ACTION: It is recommended City Council award the regular bid for the 2022 Water Main Replacement Project, M-737 to Mark Antony Contracting of Milford, MI for the total amount of \$3,433,498.50. Funding is provided in Account Nos. 592-18-538-970 and 202-18-479-970.

APPROVALS:

City Manager: _____ ET _____

Department Director: _____ RB _____

Finance Director: _____ SC _____

City Attorney: _____ N/A _____

Budgeted: ☒ X**EXHIBITS:** Bid Tab, Map of project area

BID TABULATION

2022 WATER MAIN & ROAD RECONSTRUCTION PROJECT, M-737 BID OPENING DATE MONDAY MARCH 21, 2022 2:00 PM				MARK ANTHONY CONTRACTING, 4844 OLD PLANK ROAD MILFORD, MI 48381 248-606-7727		AIELLI CONSTRUCTION CO. INC. 47742 VAN DYKE AVE. SHELBY TWP., MI 48317 586-792-1890		BRICCO EXCAVATING CO, LLC. 21201 MEYERS RD OAK PARK, MI 48237 248-547-6963	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Max 5%	1.00	LSUM	\$ 37,454.72	\$ 37,454.72	\$ 99,252.22	\$ 99,252.22	\$ -	\$ -
2	Minor Traffic Device, Modified SP	1	LSUM	\$ 24,082.31	\$ 24,082.31	\$ 11,515.29	\$ 11,515.29	\$ 40,000.00	\$ 40,000.00
3	Pavement Removal, Modified SP	16,170	SYD	\$ 8.06	\$ 130,330.20	\$ 10.98	\$ 177,546.60	\$ 9.00	\$ 145,530.00
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	60	EACH	\$ 81.15	\$ 4,869.00	\$ 122.70	\$ 7,362.00	\$ 250.00	\$ 15,000.00
5	Project Cleanup	1.00	LSUM	\$ 11,962.08	\$ 11,962.08	\$ 6,341.90	\$ 6,341.90	\$ 15,000.00	\$ 15,000.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	12,046	SYD	\$ 9.35	\$ 112,630.10	\$ 9.38	\$ 112,991.48	\$ 11.00	\$ 132,506.00
7	Earth Excavation	500	CYD	\$ 22.67	\$ 11,335.00	\$ 27.50	\$ 13,750.00	\$ 30.00	\$ 15,000.00
8	Subgrade Undercutting	1,000	CYD	\$ 68.50	\$ 68,500.00	\$ 20.23	\$ 20,230.00	\$ 55.00	\$ 55,000.00
9	Station Grading	31.62	STA	\$ 3,587.45	\$ 113,435.17	\$ 1,654.30	\$ 52,308.97	\$ 4,000.00	\$ 126,480.00
10	Drainage Structure Cover	22,240	LBS	\$ 1.38	\$ 30,691.20	\$ 2.08	\$ 46,259.20	\$ 0.85	\$ 18,904.00
11	Underdrain Subgrade, Open Graded 6", Modified SP	6,550	LFT	\$ 13.48	\$ 88,294.00	\$ 10.11	\$ 66,220.50	\$ 19.00	\$ 124,450.00
12	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 8", Modified SP	60	LFT	\$ 51.12	\$ 3,067.20	\$ 66.24	\$ 3,974.40	\$ 55.00	\$ 3,300.00
13	Conc. Pavement, With Integral Curb Non-Reinf. 8 inch., Modified SP	12,026	SYD	\$ 54.52	\$ 655,657.52	\$ 61.67	\$ 741,643.42	\$ 59.00	\$ 709,534.00
14	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete sidewalk	19,200	SFT	\$ 4.85	\$ 93,120.00	\$ 7.79	\$ 149,568.00	\$ 5.50	\$ 105,600.00
15	Sidewalk Conc.- NonReinf. Modified SP 6" Conc. Sidewalk/DR. Approach	20,300	SFT	\$ 6.71	\$ 136,213.00	\$ 9.72	\$ 197,316.00	\$ 6.50	\$ 131,950.00
16	Class A Sodding, Modified SP	6,500	SYD	\$ 12.78	\$ 83,070.00	\$ 13.16	\$ 85,540.00	\$ 9.00	\$ 58,500.00
17	Water Main D.I CL 54 12 Inch Trench Detail "B" Modified	3,175	LFT	\$ 175.00	\$ 555,625.00	\$ 182.73	\$ 580,167.75	\$ 180.00	\$ 571,500.00
18	Water Main D.I CL 54 8 Inch Trench Detail "B" Modified	2,975	LFT	\$ 143.00	\$ 425,425.00	\$ 139.05	\$ 413,673.75	\$ 148.00	\$ 440,300.00
19	Northend Ave. Water main connect "A" Northend Ave. @ Whitmore Ave., North Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,671.23	\$ 6,671.23	\$ 13,000.00	\$ 13,000.00
20	Northend Ave. Water main connect "B" Northend Ave. @ Whitmore Ave., South Side	1	LSUM	\$ 5,500.00	\$ 5,500.00	\$ 6,971.32	\$ 6,971.32	\$ 13,000.00	\$ 13,000.00
21	Northend Ave. Water main connect "C" Northend Ave. @ Sussex Ave., North Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,671.23	\$ 6,671.23	\$ 13,000.00	\$ 13,000.00
22	Northend Ave. Water main connect "D" Northend Ave. @ Church Esmt., South Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,971.32	\$ 6,971.32	\$ 14,000.00	\$ 14,000.00
23	Northend Ave. Water main connect "E" Northend Ave. @ Church Ave., North Side	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 6,472.65	\$ 6,472.65	\$ 14,000.00	\$ 14,000.00
24	Northend Ave. Water main connect "F" Northend Ave. @ Kenosha Ave., North Side	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
25	Northend Ave. Water main connect "G" Northend Ave. @ Kenosha Ave., South Side	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 6,472.65	\$ 6,472.65	\$ 15,500.00	\$ 15,500.00
26	Northend Ave. Water main connect "H" Northend Ave. @ Gardner Ave., North Side	1	LSUM	\$ 5,500.00	\$ 5,500.00	\$ 6,472.65	\$ 6,472.65	\$ 13,500.00	\$ 13,500.00
27	Northend Ave. Water main connect "I" Northend Ave. @ Cloverlawn Ave., North Side	1	LSUM	\$ 4,550.00	\$ 4,550.00	\$ 6,883.79	\$ 6,883.79	\$ 13,000.00	\$ 13,000.00
28	Northend Ave. Water main connect "J" Northend Ave. @ Parklawn Ave., North Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,470.27	\$ 6,470.27	\$ 13,000.00	\$ 13,000.00
29	Northend Ave. Water main connect "K" Northend Ave. @ Parklawn Ave., South Side	1	LSUM	\$ 5,500.00	\$ 5,500.00	\$ 6,472.65	\$ 6,472.65	\$ 13,700.00	\$ 13,700.00
30	Northend Ave. Water main connect "L" Northend Ave. @ Kipling Ave., North Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
31	Northend Ave. Water main connect "M" Northend Ave. @ Kipling Ave., South Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
32	Northend Ave. Water main connect "N" Northend Ave. @ Westhampton Ave., North Side	1	LSUM	\$ 4,800.00	\$ 4,800.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
33	Northend Ave. Water main connect "O" Northend Ave. @ Westhampton Ave., South Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
34	Northend Ave. Water main connect "P" Northend Ave. @ Ridgedale Ave., North Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
35	Northend Ave. Water main connect "Q" Northend Ave. @ Ridgedale Ave., South Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 13,000.00	\$ 13,000.00
36	Northend Ave. Water main connect "R" Northend Ave. @ Cooldige Place Dr., South Side	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,472.65	\$ 6,472.65	\$ 14,000.00	\$ 14,000.00
37	Northend Ave. Water main connect "S" Northend Ave. @ Cooldige Hwy.	1	LSUM	\$ 19,858.00	\$ 19,858.00	\$ 11,452.65	\$ 11,452.65	\$ 18,000.00	\$ 18,000.00
39	Cloverlawn Ave. Water Main Connection "A" Cloverlawn Ave. @ Oak Park Blvd.	1	LSUM	\$ 5,500.00	\$ 5,500.00	\$ 7,413.17	\$ 7,413.17	\$ 13,000.00	\$ 13,000.00

39	Cloverlawn Ave. Water Main Connection "B" Cloverlawn Ave.@ Kenwood Ave.	1	LSUM	\$ 5,500.00	\$ 5,500.00	\$ 7,413.17	\$ 7,413.17	\$ 13,000.00	\$ 13,000.00
40	Parklawn Ave. Water Main Connection "C" Parklawn Ave.@ Oak Park Blvd.	1	LSUM	\$ 6,000.00	\$ 6,000.00	\$ 7,413.17	\$ 7,413.17	\$ 11,000.00	\$ 11,000.00
41	Parklawn Ave. Water Main Connection "D" Parklawn Ave.@ Kenwood Ave.	1	LSUM	\$ 10,800.00	\$ 10,800.00	\$ 7,413.17	\$ 7,413.17	\$ 13,000.00	\$ 13,000.00
42	Install Fire Hydrant, EJIW 5BR-250	13	EACH	\$ 6,500.00	\$ 84,500.00	\$ 6,115.22	\$ 79,497.86	\$ 8,000.00	\$ 104,000.00
43	Install 8" Gate Valve and Well	19	EACH	\$ 5,777.00	\$ 109,763.00	\$ 4,573.34	\$ 86,893.46	\$ 5,500.00	\$ 104,500.00
44	Install 12" Gate Valve and Well	7	EACH	\$ 7,777.00	\$ 54,439.00	\$ 6,189.38	\$ 43,325.66	\$ 6,800.00	\$ 47,600.00
45	Remove & Replace Short Side Service Curb Box 3/4 inch to 2 inch	66	EACH	\$ 550.00	\$ 36,300.00	\$ 931.21	\$ 61,459.86	\$ 750.00	\$ 49,500.00
46	Service Transfers	102	EACH	\$ 788.00	\$ 80,376.00	\$ 999.08	\$ 101,906.16	\$ 1,600.00	\$ 163,200.00
47	3/4" to 2" Diameter Type K Copper	1,325	LFT	\$ 32.00	\$ 42,400.00	\$ 43.39	\$ 57,491.75	\$ 40.00	\$ 53,000.00
48	24" Drainage Structure, Inlet	12	EACH	\$ 1,370.66	\$ 16,447.92	\$ 1,822.31	\$ 21,867.72	\$ 925.00	\$ 11,100.00
49	48" Drainage Structure	22	EACH	\$ 2,939.78	\$ 64,675.16	\$ 2,922.66	\$ 64,298.52	\$ 1,600.00	\$ 35,200.00
50	Sewer Pipe, 12" Reinf. Concrete Pipe	1,050	LFT	\$ 65.74	\$ 69,027.00	\$ 103.53	\$ 108,706.50	\$ 54.00	\$ 56,700.00
51	Remove Existing Fire Hydrant	6	EACH	\$ 650.00	\$ 3,900.00	\$ 442.65	\$ 2,655.90	\$ 700.00	\$ 4,200.00
52	Remove Existing Gate Valve and Well	27	EACH	\$ 850.00	\$ 22,950.00	\$ 513.16	\$ 13,855.32	\$ 1,000.00	\$ 27,000.00
53	Drainage Structure Remove	35	EACH	\$ 480.00	\$ 16,800.00	\$ 513.15	\$ 17,960.25	\$ 265.00	\$ 9,275.00
54	Drainage Structure Adjust	6	EACH	\$ 280.52	\$ 1,683.12	\$ 278.54	\$ 1,671.24	\$ 1,000.00	\$ 6,000.00
55	Sewer Pipe, Remove, 12" and under	1,085	LFT	\$ 10.47	\$ 11,359.95	\$ 31.48	\$ 34,155.80	\$ 5.00	\$ 5,425.00
56	Crossing Existing Watermains, Sewer, and Sewer Leads	20	EACH	\$ 1.28	\$ 25.60	\$ 997.37	\$ 19,947.40	\$ 500.00	\$ 10,000.00
57	Cast in Place Detectable, Tactile Warning Surfaces	600	SFT	\$ 43.35	\$ 26,010.00 *	\$ 33.70	\$ 20,220.00	\$ 33.00	\$ 19,800.00
58	Abandon Existing Water Mains Northend Ave.	1	LSUM	\$ 30,224.70	\$ 30,224.70	\$ 21,137.05	\$ 21,137.05	\$ 10,000.00	\$ 10,000.00
59	Abandon Existing Water Mains Cloverlawn Ave. and Parklawn Ave.	1	LSUM	\$ 5,112.35	\$ 5,112.35	\$ 6,590.42	\$ 6,590.42	\$ 5,000.00	\$ 5,000.00
60	Maintenance Gravel, Modified SP	1,000	TON	\$ 21.67	\$ 21,670.00 *	\$ 22.09	\$ 22,090.00	\$ 25.00	\$ 25,000.00
61	Salvage Sign, Modified SP	20	EACH	\$ 89.46	\$ 1,789.20	\$ 110.05	\$ 2,201.00	\$ 200.00	\$ 4,000.00
62	Unidentified Irrigation System Repairs - Sprinkler lines	500	LFT	\$ 4.98	\$ 2,490.00	\$ 5.62	\$ 2,810.00	\$ 5.00	\$ 2,500.00
63	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$ 87.86	\$ 8,786.00	\$ 73.02	\$ 7,302.00	\$ 65.00	\$ 6,500.00

TOTAL COST \$ 3,433,498.50 * \$ 3,743,121.64 \$ 3,776,754.00 *

Other Bidders:

VIL CONSTRUCTION
PAMAR ENTERPRISES

\$4,084,999.00
\$4,456,837.71

* CORRECTED BY ENGINEER

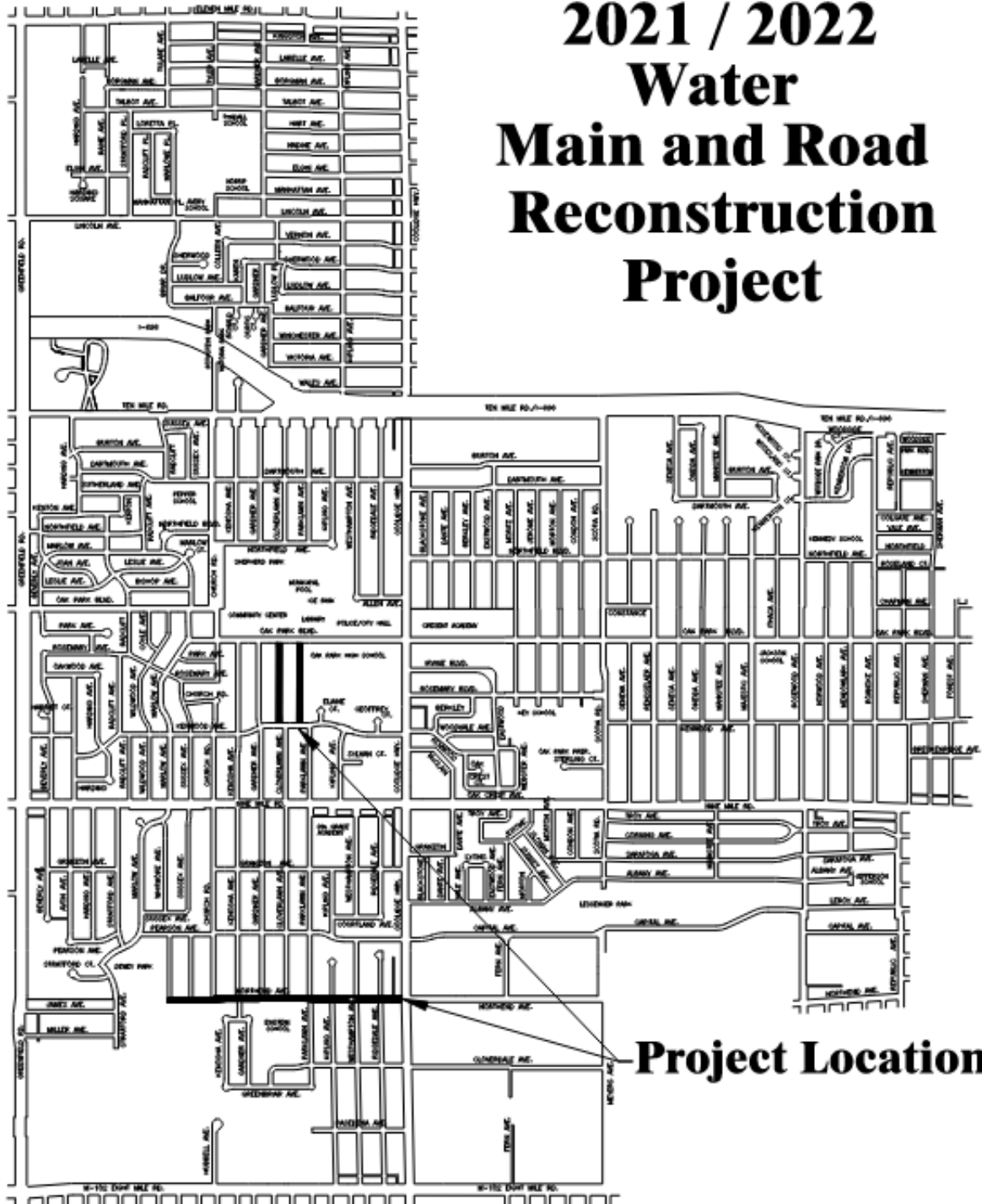
PROJECT TECHNICIAN:	J WILSON
DATE:	3/22/2022

PROJECT INFORMATION

Project Name:	2022 WATER MAIN & ROAD RECONSTRUCITON PROJECT
Project M#:	M-737
Budget Year:	2021-2022
Budget Amount:	\$3,900,000.00
Bid Amount:	\$3,433,498.50
Apparent Low Bidder:	MARK ANTHONY CONTRACTING
Total Project Views:	97
Total Bids Submitted:	5
References Checked:	YES
Expected Start of Const.	MID MAY 2022
Expected Comp. Date	Sep-22
Additional Information:	-

City of Oak Park

2021 / 2022 Water Main and Road Reconstruction Project



Project Locations

**CITY OF OAK PARK
RESOLUTION REGARDING SECOND READING OF PROPOSED
AMENDMENT TO SECTION 2-331 TO CHAPTER 2, ARTICLE III, DIVISION 6 OF THE
CODE OF ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, April 4, 2022 at 7:00 pm.

Present:

Absent:

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

WHEREAS, the City of Oak Park desires to amend section 2-331 of Chapter 2 of the Code of Ordinances to allow the Traffic and Safety Board to hold one meeting quarterly instead of the monthly meetings required under the current ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Oak Park, Oakland County, Michigan, that:

1. The second reading of the proposed amendments to Section 2-331 is hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

T. Edwin Norris, City Clerk

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

ORDINANCE NO. O-03-

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION ARTICLE III, DIVISION 6, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 2-331 THEROF

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 2, Administration, Article III, Division 6, Section 2-331, Meetings, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 2-331. - Meetings.

(a) Regular. The traffic and safety board shall hold one regular meeting quarterly (four meetings per calendar year) at such time and place as may be established by the board.

SECTION 2. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above section and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

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

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 21st day of March, 2022.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on March 21, 2022.

T. EDWIN NORRIS, City Clerk

Chapter 2, Art. III, Division 6- Traffic Safety Board

Sec. 2-331. - Meetings.

(a) Regular. The traffic and safety board shall hold ~~at least one regular meeting~~ **quarterly (four meetings per calendar year)** ~~each month~~ at such time and place as may be established by the board.

(b) Special. Special meetings may be called by the secretary at the written request of the chairperson or any three members of the board on at least two-days' notice.

(c) Quorum. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member.

(d) Open to public. All meetings of the board shall be open to the public.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 4, 2022**SUBJECT:** Consideration of amendment to contract with SmithGroup for additional priority area**DEPARTMENT:** City Manager's Office / Recreation

SUMMARY: In the City Council visioning session held on March 21, it was determined that a seventh priority area needed to be added to our scope of work for the Parks and Recreation Master Plan and Recreation Asset Assessment. The additional priority area includes a detailed schematic design, as well as an additional Stakeholder Workshop specific to the park. This amendment to the scope of work includes an additional fee of \$5,500. This will increase our contract from \$119,235 to a new contract total of \$124,735. This is still under the budgeted amount of \$125,000.

FINANCIAL STATEMENT: Funding (\$125,000) is available in the General Fund (101-19.752-818.000).

RECOMMENDED ACTION: It is recommended that City Council approve the scope of work contract amendment with SmithGroup.

APPROVALS:

City Manager: _____ ET _____

Department Director: _____ CV _____

Director of Finance: _____ SC _____

Budgeted: ☒**EXHIBITS:**

SmithGroup Amended Contract
SmithGroup original proposal