

Oak Park City Council Agenda

February 20, 2023





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
February 20, 2023
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 for February 6, 2023
- B. Request to approve payment of invoices from OHM Advisors for GIS DWAM Grant, Event Hub Grant Prep and Leslie Water Main Topo for the total amount of \$19,827.25
- C. Planning Commission Meeting Minutes for December 12, 2022
- D. Request to release a tax foreclosure RFQ
- E. Arts & Cultural Diversity Commission Meeting Minutes for December 8, 2022 and January 12, 2023
- F. Licenses New and Renewals submitted for February 20, 2023

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Presentation of Public Safety Unit and Merit Citations

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS:

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$13,653.34

12. BIDS: None

13. ORDINANCES:

- A. First reading of proposed text amendments to the City of Oak Park Zoning Ordinance in the following sections: Article 2, Division 2; Article 2, Division 3; Article 2, Division 4; Article 3, Division 1; Article 4, Division 1, Article 4, Division 3; Article 4, Division 4; Article 5, Division 1, Article 5, Division 3, Article 5, Division 4, Article 6, Division 1. (The proposed text amendments incorporate clarifications, additions, and/or deletions to specific sections of the Zoning Ordinance to support sustainable growth of the community as well as to be consistent with State & Federal laws and regulations)

14. ATTORNEY:

- A. Laurentian Village Water Bills

15. CITY MANAGER:

Administration

- A. Introduction of Resident Services Coordinator Carol Jackson
- B. Introduction of Executive Assistant/Office Manager Jamie Garcia
- C. Confirmation of Kim Marrone as Director of Municipal Services

Finance

- D. 2023/24 Public Budget Calendar

Recreation

- E. Request to authorize the City of Oak Park Recreation Department to execute an Interlocal Agreement with Oakland County for Local Fiscal Recovery Fund Distribution with the grant matching amount of \$250,000 to equip a new commercial kitchen in the Farmer's Market/Community Event Hub and to authorize the Mayor and City Manager to sign the agreement on behalf of the city

Information Technology

- F. Request to approve a master services agreement with Ring Central for the implementation of a new city phone system

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. CLOSED SESSION

Pursuant to Section 8 of the Open Meetings Act, to discuss attorney-client privileged communication and pending litigation regarding City of Oak Park v. Laurentian Village Association, Case No.: 2022-196398CZ

19. 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. Accommodation to participate in 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
February 6, 2023
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Mayor Pro Tem Edgar, Council Member Radner

ABSENT: Council Member Burns, Council Member Whitehead

OTHERS

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

APPROVAL OF AGENDA:

CM-02-024-23 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-02-025-23 (AGENDA ITEM #5A-I) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes for January 17, 2023 **CM-02-026-23**
- B. Request to advertise for bids for the 2023 Catch Basin Line Replacement Project, M-752 **CM-02-027-23**
- C. Request to approve Payment Application No. 2 for the 2021 Catch Basin Line Replacement Project, M-725 to Great Lakes Contracting of Waterford, MI for \$5,000.00 **CM-02-028-23**
- D. Request to approve Payment Application No. 1 for the 2022 Sewer and Catch Basin Cleaning & TV Inspection Project, M-747 to Doetsch Environmental of Warren, MI for \$86,545.80 **CM-02-029-23**
- E. Request to approve membership in the Transportation Improvement Association (TIA) for the total amount of \$11,320.00 **CM-02-030-23**

- F. Request to approve payment of invoice from SmithGroup for Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of \$3,686.75
CM-02-031-23
- G. Corridor Improvement Authority Meeting Minutes for December 15, 2023 **CM-02-032-23**
- H. Request to advertise for bids for 2023 DSMI Service Line Verification Project, M-736
CM-02-033-23
- I. Licenses New and Renewals submitted for February 6, 2023 **CM-02-034-23**

**MERCHANT'S LICENSES – February 6, 2023
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
US PRINTING	21350 COOLIDGE HWY	\$150.00	PRINTING COMPANY
COOLIDGE CAFÉ #1	13400 W NINE MILE RD	\$150.00	RESTAURANT
<u>RENEWALS (2022)</u>	<u>ADDRESS</u>	<u>FEE</u>	
ERNIES MARKET	8500 CAPITAL AVE	\$150.00	RESTAURANT
HUNTINGTON CLEANERS	8775 CAPITAL	\$150.00	DRYCLEANER
PERSONAL UNIFORM SERVICE	10100 CAPITAL AVE	\$150.00	LAUNDRY SERVICES
RYAN POLISHING CORP	10707 CAPITAL	\$150.00	OFFICE
RILEY PEARSON FINANCIAL	10831 CAPITAL 200	\$150.00	INSURANCE AGENCY
SFT FOODS LLC	12930 CAPITAL AVE	\$187.50	RETAIL
A-1 AUTO DETAILING LLC	13001 CAPITAL AVE 102	\$187.50	DETAIL AUTO SHOP
LIVE SMART	13305 CAPITAL AVE # 600	\$150.00	MANUFACTURER
KERR PUMP AND SUPPLY	12880 CLOVERDALE	\$187.50	MANUFACTURER
BIBA INTERNATIONAL INC	13220 CLOVERDALE A	\$150.00	WHOLESALE
AUDITORY INSTRUMENTS INC	13261 CLOVERDALE AVE	\$150.00	AUDITORY EQUIPMENT
CHETS RENT-ALL	20800 COOLIDGE HWY	\$150.00	EQUIPMENT RENTAL
CLEAR PATH COM	21380 COOLIDGE HWY B	\$150.00	WAREHOUSE
KML COMMUNICATIONS INC	21380 COOLIDGE HWY B	\$187.50	WAREHOUSE
UNIQUE GIFTS	22101 COOLIDGE	\$150.00	RETAIL
9 OAKS GRILL	22110 COOLIDGE HWY	\$150.00	RESTAURANT
MOTOR CITY TAX PROF	22128 COOLIDGE HWY	\$187.50	OFFICE
TMOBILE	22150 COOLIDGE HWY	\$150.00	PHONE SITE
SVS VISION	23055 COOLIDGE HWY	\$150.00	RETAIL
FOR KIDS ONLY	23101 COOLIDGE HWY	\$150.00	RETAIL
PROFESSIONAL BEAUTY CTR	23150 COOLIDGE HWY	\$187.50	RETAIL
SASSY NAILS	24750 COOLIDGE HWY	\$187.50	SALON
SPEEDWAY LLC #8814	24771 COOLIDGE HWY	\$150.00	GAS STATION
AQUATIC SOLUTIONS PT	25591 COOLIDGE	\$150.00	OUTPATIENT MEDICAL
DEBORAH HECHT LLC	25907 COOLIDGE HWY	\$150.00	ART COMPANY
HAIR MOOD SALON	26035 COOLIDGE HWY	\$187.50	SALON
VALHALLA KRAV MAGA	26039 COOLIDGE	\$150.00	FITNESS CENTER
TUBBY'S	13740 W EIGHT MILE RD	\$187.50	RESTAURANT
FOUR SEASONS GARDEN CTR	14471 W ELEVEN MILE RD	\$150.00	LANDSCAPE DESIGN
ROYAL CREST INC	14851 W ELEVEN MILE RD	\$150.00	MANUFACTURER
BOLLINGER MOTORS INC	14925 W ELEVEN MILE RD	\$150.00	TRUCK COMPANY
HJ PAWN AND EXCHANGE LLC	21380 GREENFIELD RD	\$150.00	PAWN SHOP
HER CHIC APPEAL LLC	21700 GREENFIELD # 105	\$150.00	RETAIL
GADGET DROP REPAIR LLC	21700 GREENFIELD # 116	\$150.00	PHONE REPAIR
EMAGINATIONS	21700 GREENFIELD #123	\$187.50	OFFICE
METROPOLITAN REHAB	21700 GREENFIELD # 130	\$187.50	MEDICAL TREATMENT
ALL WELL PHYSICAL THERAPY AND REHAB	21700 GREENFIELD # 257	\$150.00	REHAB SERVICES
DIAMOND STAR FINE JEWELRY INC	21700 GREENFIELD # 322	\$187.50	JEWELRY STORE
AURA DIAMOND AND JEWELRY CORP	21700 GREENFIELD RD # 347	\$187.50	JEWELRY STORE
TRUST JEWELERS	21700 GREENFIELD # 361	\$187.50	JEWELRY STORE

B-UNIQUE HAIR BOUTIQUE	21700 GREENFIELD # 412	\$187.50	RETAIL
K & S DESIGN JEWELRY	21700 GREENFIELD # 477	\$150.00	JEWELRY STORE
ANOTHER LEVEL UNISEX SALON	21700 GREENFIELD # LL17	\$187.50	SALON
WICKSUP CANDLE CO LLC	21700 GREENFIELD # LL5	\$187.50	RETAIL
CREATIVE STROKES ART CO	21700 GREENFIELD # LL6	\$150.00	STUDIO
MICHIGAN AMBULATORY	22000 GREENFIELD RD	\$150.00	SPECIALTY SURGICAL CENTER
SALON RENU	23300 GREENFIELD # 207	\$150.00	SALON
HUTCHS JEWELRY INC	23400 GREENFIELD RD	\$150.00	JEWELRY STORE
SUKHOTHAI RESTAURANT	25226 GREENFIELD RD	\$187.50	RESTAURANT
PREMIER TUXEDO	25234 GREENFIELD RD	\$150.00	RETAIL
DIAMOND NAILS & SPA INC	25238 GREENFIELD RD	\$187.50	NAIL SALON
BORENSTEINS	25242 GREENFIELD RD	\$150.00	BOOKSTORE
LAW OFFICES OF IVAN L. LAND PC	25900 GREENFIELD # 210	\$187.50	LAW OFFICE
AUTO PRO TECHNICAL RECRUITING	25900 GREENFIELD # 232	\$150.00	TECHNICAL RECRUITER
PENELOPES HOUSE CLEANING	25900 GREENFIELD # 255	\$150.00	CLEANING SERVICES
ADVANCED INSURANCE CONCEPTS OF MICHIGAN	25900 GREENFIELD # 361	\$150.00	OFFICE
S & S II CHARTER & TOURS	25900 GREENFIELD # 362	\$187.50	TRANSPORTATION
LUTHERAN CHILD AND FAMILY SERVICES	25900 GREENFIELD # 401	\$187.50	NONPROFIT FAMILY SERVICES
BOOK BEAT	26010 GREENFIELD RD	\$150.00	RETAIL
BREAD BASKET DELI INC	26052 GREENFIELD RD	\$187.50	DELI
CONSERVATIVE CUTS	26090 GREENFIELD RD	\$187.50	BARBERSHOP
DOLLAR CASTLE	26096 GREENFIELD RD	\$150.00	RETAIL
LEE BEAUTY SUPPLY	26118 GREENFIELD RD	\$150.00	RETAIL
PRAIRIE FARMS DAIRY INC	21631 MEYERS	\$150.00	DISTRIBUTOR
GREAT HANDS MASSAGE	8230 W NINE MILE RD	\$150.00	MASSAGE FACILITY
TAI FAI	8505 W NINE MILE RD	\$150.00	RESTAURANT
ONE-STOP CASH ADVANCE	8530 NINE MILE A	\$187.50	CASH ADVANCE
BASEMENT CUTS BARBER	8560 W NINE MILE RD	\$150.00	BARBERSHOP
NEIGHBOR OAK PARK	8600 W NINE MILE RD	\$150.00	GAS STATION
E Z PETROLEUM 4 INC	13551 W NINE MILE RD	\$150.00	GAS STATION
HAPPYS PIZZA #7	13700 W NINE MILE RD	\$150.00	PIZZA RESTAURANT
NATIONAL TIME & SIGNAL	21800 WYOMING	\$187.50	MANUFACTURER
UNIQUE FURNITURE	21820 WYOMING PL	\$150.00	FURNITURE STORE

DAY CARE FACILITY REGISTRATION – February 6, 2023
(Subject to All Departmental Approvals)

<u>RENEWALS (2022)</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>OWNER</u>
ROCKIE'S LITTLE ANGELS DAY CARE	23571 BEVERLY	\$31.25	JOHLENN GUYTON
SABINA DAVYDOVA	13670 LUDLOW	\$25.00	SOBINA DAVYDOVA
CONNIE BROWN	13541 BURTON	\$31.25	CONNIE BROWN

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

Mayor McClellan introduced School Board President Alburn Alvin who provided an update from the Oak Park School District. He thanked the Oak Park Public Safety Department for their efforts regarding the recent shooting outside of the High School and provided an update on the victim. He also expressed concerns about how the media was informed about the shooting and hopes for continued cooperation between the city and the school district. Board Vice President Albert Smith was also present and offered thanks to city officials.

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES: None

CITY ATTORNEY:

(AGENDA ITEM #14A) Laurentian Village Water Bills.

City Attorney Krause asked if anyone in the audience wished to speak about water bills related to Laurentian Village Condominiums. Sabrina McCorley, 22124 Dante, #204, on behalf of the Condominium Association stated that the water has been turned off in her unit since September. Ms. McCorley further stated that the Association has not been able to turn the water back on because the owner of several units, an investor, has not paid the assessments to the Association. Ms. McCorley believes 4 or 5 of the investor's units have tenants. The Association does not have the funds to pay an attorney to foreclose the units owned by this investor. If the investor paid the assessments, the Association would have the funds necessary to pay the water bill. Ms. McCorley asked that the City turn the water back on and waive penalties and interest that are owed. Council was advised by the City Attorney that it could not waive usage charges. Since two members of Council were absent from the meeting, Ms. McCorley was asked to return to the Council meeting on February 20 to allow Council to consider her request. Council member Radner asked Ms. McCorley to come to the Council meeting with the Association's attorney to advise Council on the Association's plans for the property going forward.

CITY MANAGER:

Economic Development and Planning

CM-02-035-23

(AGENDA ITEM #15A) REQUEST TO APPROVE A MURAL TO BE LOCATED NEAR THE NEWLY CREATED DOG PARK ON THE REAR WALL OF THE EXCELL LANDSCAPING BUILDING LOCATED AT 11000 CAPITAL - APPROVED

Motion by Radner, seconded by McClellan, CARRIED, to approve a mural, proposed by artist Joey Salamon, to be located near the newly created dog park on the rear wall of the Excell Landscaping building located at 11000 Capital.

Roll Call Vote:	Yes:	McClellan, Radner
	No:	Edgar
	Absent:	Burns, Whitehead

MOTION DECLARED ADOPTED

Economic Development and Planning Director Marrone stated the mural ordinance requires all murals to be approved by City Council. The Mural review board is responsible for making a recommendation to City Council and is comprised of the Economic Development and Planning Director, Mayor and local artist Robert Mirek. The board recently met to review the mural to make sure it is in compliance with the City ordinance. The cost is to be paid by the family and friends of Idan Phillips. The artist is Joey Salamon from Oak Park.

The board decided it meets all guidelines and is recommending to City Council to approve the mural to be located near the newly created dog park on the rear of the Excell Landscaping located at 11000 Capital.

Finance

CM-02-036-23 (AGENDA ITEM #15B) RESOLUTION APPROVING DEFICIT ELIMINATION PLANS FOR THE SIDEWALK PROGRAM AND STORMWATER UTILITY FUNDS - APPROVED

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to approve deficit elimination plans for the Sidewalk Program and Stormwater Utility Funds along with a related budget amendment to the Stormwater Utility Fund to increase interest income by \$5 for fiscal year ending June 30, 2023.

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

MOTION DECLARED ADOPTED

Finance Director Crawford reported that to the extent any fund has a deficit in the annual audit report, the State of Michigan Department of Treasury requires a formal deficit elimination plan to be created and approved by City Council. While the City has already addressed the deficits (as one was just timing, and the other was \$5 rounding issue caused by the auditors when they prepared the audit document) a formal resolution must be passed for the State to approve it.

Sidewalk Program Special Revenue Fund

Every other year the city has a sidewalk replacement program where approximately \$600,000 in sidewalk replacements are made and customers reimburse the City for the costs through special assessments. During the fiscal year ended June 30, 2022, the final amended budget included \$675,000 in capital outlay for sidewalks and \$670,000 in special assessment revenue. Due strictly to timing issues, construction did not finish until August 2022 and billings did not get out to the customers for reimbursement until August 2022. To account for the financial impact of the delay, city council passed a "rollover budget amendment" at the October 24, 2022 council meeting (attached) which increase revenues by \$405,246 and expenditures by \$171,449 showing a net increase

to fund balance of \$233,797; completely eliminating the deficit. The three-year budget also shows the fund is balanced each of the next two years and has a projected fund balance of more than \$250,000 each year.

Stormwater Utility Enterprise Fund

The deficit in this fund on June 30, 2022 is \$5 and it was 100% caused by the auditors rounding numbers in the annual audit report as the actual balances in the City's BSA general ledger system show no deficit. To correct this issue, the City will take \$5 of interest income from the General Fund and give it to the Storm water Utility Fund to eliminate the deficit. The three-year budget passed by City Council in May 2022 shows that the city adjusts the stormwater rates annually to cover all costs of the fund and has a balanced budget for the next three years.

Public Safety

CM-02-037-23 (AGENDA ITEM #15C) REQUEST TO FLY THE "THIN BLUE LINE FLAG" AT CITY HALL FOR PUBLIC SAFETY NATIONAL POLICE WEEK MAY 14, 2023, THROUGH MAY 20, 2023 - APPROVED

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to authorize the Public Safety Department to fly the "Thin Blue Line Flag" on behalf of the Oak Park Police Officers Association of Michigan at City Hall for Public Safety National Police Week from May 14, 2023, through May 20, 2023.

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

MOTION DECLARED ADOPTED

Public Safety Director Cooper indicated the flag represents the honorable sacrifices made daily by law enforcement officers across America.

Department of Public Works

CM-02-038-23 (AGENDA ITEM #15D) REQUEST TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE OAKLAND COUNTY PRE-BID CONTRACT FOR THE PURCHASE OF A PUBLIC SAFETY VEHICLE WITH UPFITTING TOTALING \$60,328.34 - APPROVED

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the Public Works Department to participate in the Oakland County pre-bid contract for the purchase of the following Public Safety vehicle with upfitting totaling \$60,328.34:

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2023 Chevrolet Tahoe Police Package	Public Safety	Total Cost: \$39,807.00 (Oakland County #005218)	Motor Pool: 654-18.875.970

Vehicle Upfitting	Public Safety	Total Cost: \$20,521.34	<u>Motor Pool:</u> 654-18.875.970
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Roll Call Vote: Yes: McClellan, Edgar, Radner
 No: None
 Absent: Burns, Whitehead

MOTION DECLARED ADOPTED

Public Works Director DeCoster summarized the request to purchase a Public Safety vehicle from the Oakland County pre-bid contract that will replace a 2017 Tahoe that was recently totaled in an accident.

CALL TO THE AUDIENCE:

Carla Wallace, 21940 Beverly, asked about the catch basin line replacement project and suggested having two murals at the dog park.

Donald Jones, 24660 Westhampton, thanked everyone for a great Winterfest and encouraged resident participation with a board or commission, and invited them to attend an upcoming planning meeting for Juneteenth. He also hopes the city can put up a covered bus stop near the “Nine” on Nine Mile and offer more programming at the Community Center for teenagers.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:08 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 20, 2023**AGENDA #****SUBJECT:** Proposed payment request for Engineering Consulting Services.**DEPARTMENT:** DPW/Municipal Services – Engineering *KMG***SUMMARY:** Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
GIS DWAM Grant	\$11,317.00	\$88,650.00	\$99,967.00	\$240,000.00	592-18-538-970
Event Hub Grant Prep	\$4,981.25	\$0.00	\$4,981.25	\$5,000.00	402-18-444-970
Leslie Water Main Topo	\$3,529.00	\$0.00	\$3,529.00	\$4,000.00	592-18-538-970
Totals	\$19,827.25	\$88,650.00	\$108,477.25	\$249,000.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$19,827.25. Funding is available in the above listed accounts.

APPROVALS:City Manager: _____ET_____ Department Director:_____ *KMG*_____

Finance Director: _____SC_____ City Attorney:___N/A_____

Budgeted ☐**EXHIBITS:** Invoices

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

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

Invoice Date: 01/26/2023
Invoice #: 59275
Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: January 14, 2023

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Task 1: City & OHM Meetings	\$2,500.00	\$1,358.00	\$1,142.00	\$0.00
Task 2: Field Data Colleciton	\$160,000.00	\$84,235.00	\$75,765.00	\$10,442.00
Task 3: GIS Topology / Attribution Updates	\$30,000.00	\$3,057.00	\$26,943.00	\$875.00
Task 4: Application Development	\$45,000.00	\$0.00	\$45,000.00	\$0.00
Task 5: Eos GPS Configuration and Training	\$2,500.00	\$0.00	\$2,500.00	\$0.00
Totals	\$240,000.00	\$88,650.00	\$151,350.00	\$11,317.00

Invoice Total **\$11,317.00**

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

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

Invoice Date: 01/26/2023
Invoice #: 59275
Project: 0037228040

Project Name: Oak Park GIS DWAM

Task 2: Field Data Colleciton

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician I	108.00	87.00	\$9,396.00
Technician III	6.00	125.00	\$750.00
Technician IV	2.00	148.00	\$296.00
Professional Services Subtotal	116.00		\$10,442.00
Task 2: Field Data Colleciton Total:	116.00		\$10,442.00

Task 3: GIS Topology / Attribution Updates

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	7.00	125.00	\$875.00
Professional Services Subtotal	7.00		\$875.00
Task 3: GIS Topology / Attribution Updates Total:	7.00		\$875.00

Total Backup: 123.00 \$11,317.00

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
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F 734.522.6427
OHM-Advisors.com



INVOICE

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

Invoice Date: 01/26/2023
Invoice #: 59139
Project: 0037228041

Project Name: Event Hub Grant Prep

For Professional Services Rendered Through: January 14, 2023

Professional Services

Description	Fee	Prior Billed	Total Available	Current Billing
Professional Fees	\$5,000.00	\$0.00	\$5,000.00	\$4,981.25
Totals	\$5,000.00	\$0.00	\$5,000.00	\$4,981.25

Invoice Total **\$4,981.25**

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INVOICE

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

Invoice Date: 01/26/2023
Invoice #: 59139
Project: 0037228041

Project Name: Event Hub Grant Prep

Professional Fees

Professional Services

	Hours	Rate	Amount
Associate	5.00	187.00	\$935.00
Grad. Arch./Landscape Arch. II	3.50	115.00	\$402.50
Grad. Arch./Landscape Arch. III	9.00	138.00	\$1,242.00
Professional Engineer/Architect III	14.00	170.00	\$2,380.00
Technician I	.25	87.00	\$21.75
Professional Services Subtotal	31.75		\$4,981.25

Professional Fees Total: **31.75** **\$4,981.25**

Total Backup: **31.75** **\$4,981.25**

REMIT TO:

OHM Advisors
 34000 Plymouth Road
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 F 734.522.6427
 OHM-Advisors.com

**INVOICE**

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

Invoice Date: 11/10/2022
 Invoice #: 57266
 Project: 0037220051

Project Name: Leslie Water Main Topo

For Professional Services Rendered Through: October 29, 2022

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Fees	\$4,500.00	\$0.00	\$4,500.00	\$3,529.00
Totals	\$4,500.00	\$0.00	\$4,500.00	\$3,529.00

Invoice Total \$3,529.00

REMIT TO:

OHM Advisors
 34000 Plymouth Road
 Livonia, MI 48150
 T 734.522.6711
 F 734.522.6427
 OHM-Advisors.com

**INVOICE**

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

Invoice Date: 11/10/2022
 Invoice #: 57266
 Project: 0037220051

Project Name: Leslie Water Main Topo

Professional Fees*Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Surveyor III	6.00	162.00	\$972.00
Surveyor I	9.00	90.00	\$810.00
Surveyor II	9.50	110.00	\$1,045.00
Surveyor III	6.00	117.00	\$702.00
Professional Services Subtotal	30.50		\$3,529.00
Professional Fees Total:	30.50		\$3,529.00
Total Backup:	30.50		\$3,529.00

**CITY OF OAK PARK PLANNING COMMISSION
REGULAR MEETING, MONDAY, DECEMBER 12, 2022
MINUTES**

The meeting was called to order at 7:00 p.m. in the City Council Chambers, 14000 Oak Park Blvd, Oak Park, MI 48237, by Chairperson Torgow and roll call was made.

PRESENT: Chairperson Torgow
Commissioner Burns
Commissioner Eizelman
Commissioner McClellan
Commissioner Seligson
Commissioner Walters-Gill

ABSENT: Vice Chairperson Brown
Commissioner Tkatch
Commissioner Tungate

OTHERS PRESENT: Economic Development & Planning Director, Kim Marrone
City Planner, Salam Habhab
Deputy City Clerk, Jo Lynn Williams
Smith Group Representative, Bob (Via Zoom)

3. APPROVAL OF AGENDA OF DECEMBER 12, 2022:

MOTION by McClellan, SECONDED by Eizelman, to approve the agenda as presented for the December 12, 2022 meeting

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF NOVEMBER 22, 2022:

MOTION by Walters-Gill, SECONDED by McClellan, to approve the meeting minutes of NOVEMBER 22, 2022.

VOTE: Yes: All
No: None

MOTION CARRIED

5. COMMUNICATIONS/CORRESPONDENCE:

A. Recreation Master Plan Update

Bob gave a presentation (via Zoom) which included an overview and the status of the recreational plan. Currently they are at the point of allowing the residents to review the

plan and provide input. The next step would then be to present the plan to City Council for their approval.

MOTION by Burns, SECONDED by Seligson, to receive the Master Plan

VOTE: Yes: All
No: None

6. PUBLIC HEARING: None

7. CONSENT AGENDA: None

8. MATTERS FOR CONSIDERATION:

- A. OLD BUSINESS – none
- B. NEW BUSINESS
 - a. Site Plan Review, 1-800 Self Storage, 21100 & 21150 Coolidge Hwy.

MOTION by Seligson, SECONDED by Burns, to approve the Site Plan Review, Stateline Construction & Maintenance, 21721 Republic Ave.

VOTE: Yes: Burns, Eizelman, McClellan, Seligson, and Torgow
No: None
Abstain: Walters-Gill

MOTION CARRIES

9. PLANNING COMMISSION MATTERS FOR DISCUSSION – from members only:

Chairperson Torgow extended condolences to Mayor McClellan and her family for the loss of her husband Keith. He also thanked the staff and the commission for all of their hard work. Director Kim Marrone mentioned that Joe Brown was in the hospital and said she would send a card.

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

11. ADJOURNMENT

There being no further business, Chairperson Torgow adjourned the meeting at 7: 16 p.m.

Jo Lynn Williams, Deputy City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 20, 2023**AGENDA #****SUBJECT:** Tax Foreclosure RFQ Release**DEPARTMENT:** Economic Development & Planning

SUMMARY: The City has conducted the tax foreclosure process for five years. This process has contributed to raise property values and bring more homeowner occupants into the City. Once again this year we plan to release a tax foreclosure RFQ.

The timeline for the bid process is as follows:

RFQ Released: 02/23/2023
Deadline for Questions: 4pm on 03/23/2023
Deadline for Submission: 3pm on 04/05/2023
Interviews Conducted: 04/18/2023

FINANCIAL STATEMENT: N/A**RECOMMENDED ACTION:** Consent agenda for approval**APPROVALS:**

City Manager: _____ET_____

Director: _____KM_____

Finance Director: _____SC_____

Budgeted ☐**EXHIBITS:** Bid

Request for Quotes



Tax Foreclosure
2023

RFQ Released: 02/23/2023
Deadline for Questions: 4pm on 03/23/2023
Deadline for Submission: 3pm on 04/05/2023
Interviews Conducted: 04/18/2023

Economic Development and Planning Department
14300 Oak Park Blvd.
Oak Park, MI 48237

Contents

Section 1: Summary

Section 2: Key Information

Section 3: Our Evaluation Approach

Section 4: RFQ Terms and Conditions

Section 5: Definitions

Section 1: Summary

This is an opportunity to bid on purchasing the tax foreclosed properties within the City of Oak Park through the City's right of first refusal. The ideal Bidder will rehabilitate the property and sell it to homeowner occupants. Vacant lots will have new homes constructed on them and commercial properties will be rehabilitated and either sold or leased to desirable businesses. The Successful Bidder will purchase the properties "as is" at the cost of foreclosure plus administration fees and any outstanding water, property taxes, assessments, and city code violations. Please note that the cost of foreclosure can vary based on the new guidelines in MCL 211.78m. Bidders are encouraged to familiarize themselves with MCL 211.78m before submitting a response to this request. The City cannot offer legal advice to bidders.

Under the new provisions:

If the State elects not to purchase the property AND one or more claimants have filed a claim for remaining proceeds from the foreclosed property (junior liens, mortgages, etc.), a City, village or Township where the property is located has the right of first refusal by paying the greater of the minimum bid or the fair market value of the property.

If the State elects not to purchase the property AND no claimant has filed a claim for the remaining proceeds from the foreclosed property, a City, Village, Township or City authority may purchase the foreclosed property by paying the foreclosing governmental unit the minimum bid.
What We Need

Bidders with experience in doing similar projects and a proven track record. A Bidder who has the financial wherewithal to complete the project within a short time frame. A Bidder who can take the worst house on the block and transform it into the best house on the block, thus helping to improve market values in the community.

About Us

The City of Oak Park is situated on the southern border of Oakland County, Michigan, and serves as a suburban ambassador to Detroit. Incorporated as a city in 1945, Oak Park's current population exceeds 29,000 and is home to more than 1,000 local businesses, including corporate headquarters.

Section 2: Key Information

1.1 Context

- a. This Request for Quote (RFQ) is an invitation to suitably qualified Bidders to submit a Quote for the tax foreclosure program opportunity.
- b. This RFQ is a four-step procurement process. In order for a bidder to be evaluated in Step 2 they must meet all requirements in Step 1. Step 3 involves an interview phase for all bidders that meet the requirements of Step 1 and Step 2. Bidders must be available for interviews on April

18, 2022 to be considered. Step 4 will include the process for distributing properties across selected bidders.

1.2 Our Timeline

Here is our timeline for the RFQ process:

- RFQ Released: 02/23/2023
- Deadline for Questions: 4pm on 03/23/2023
- Deadline for Submission: 3pm on 04/05/2023
- Interviews: 2 p.m. to 5 p.m. 04/18/2023
- Bidders Notified: 05/11/2023

1.3 Contact Information

All inquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

Point of Contact:

Kim Marrone

Economic Development and Planning Director, City of Oak Park

kmarrone@oakparkmi.gov

(248) 691-7404

1.4 Developing and Submitting Your Quote

- a. This is an open and competitive process. The RFQ sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFQ.
- c. If anything is unclear or you have a question, ask the Point of Contact. Please do so before the Deadline for Questions on 03/23/2023. Email kmarrone@oakparkmi.gov or call (248) 691-7404.
- d. In submitting your Quote, Bidders must submit the Response Form provided. See link: www.oakparkmi.gov , Helpful Links section
- e. Bidders must also complete and sign the declaration at the end of the Response Form.
- f. Check that you have provided all information requested, and that all information is in the order requested.
- g. Please ensure you get your Quote to us before the Deadline for Quotes on 04/05/2023.
- h. **Incomplete submissions will NOT be considered.**

1.5 Address for Submitting Your Quote

- a. Six (6) hard copies of the Quote must be submitted in a sealed envelope to the City Clerk's Office at Oak Park City Hall, located at 14000 Oak Park Blvd, Oak Park, MI 48237.
- b. In addition to the hard copies, an electronic copy of the Quote must also be emailed to the Point of Contact or provided via USB submitted with the packet.

Point of Contact:

Kim Marrone

kmarrone@oakparkmi.gov

c. Bids will be accepted and reviewed for completeness, only, on this date. Bidders with complete submissions which meet the requirements in Step 1 and 2 will be invited in for an interview sometime on 04/18/2023.

1.6 RFQ Terms and Conditions

- a. In submitting a Quote, the Bidder agrees that their Quote will remain open for acceptance by the City for thirty (30) days from the Deadline for Quotes.
- b. The entire RFQ process is subject to the RFQ Terms and Conditions described in Section 4.

1.7 Later Changes to the RFQ or RFQ Process

If, after publishing the RFQ, the City needs to change anything about the RFQ or RFQ process, or if the City wants to provide Bidders with additional information, we will let all Bidders know via the City website RFQ page information.

Section 3: Our Evaluation Approach

We will be evaluating Bidders on a wide variety of criteria, broken down into two categories: required and additional. The Quote submitted by each Bidder should include all required criteria, and should include as many additional criteria as possible.

STEP 1

Required Criteria

Construction Experience: Demonstrated experience of at least 2 years doing construction projects of a similar scope and size. If the bidder holds a builders license, include proof of licensing through the State of Michigan as regulated by the Bureau of Construction Codes. If the bidder will be subcontracting the work, please provide proof of the contractor anticipated to do the work. If the Bidder has previously participated in the City RFQ process for tax foreclosures, the City reserves the right to evaluate the Bidder's prior compliance with the program requirements.

Minimum Investment: Commitment to a minimum of \$35,000 invested into each property.

Average Investment: Commitment to an average investment of \$50,000 among all properties.

Admin Fee: Payment to the City of at least \$7,000 per property for administrative fees.

Financial Stability: Demonstrated financial stability with supporting documentation evidencing that the applicant has sufficient cash reserves and/or guaranteed financing to complete a minimum of 7 homes. Bidders must not owe delinquent taxes, utilities, or have outstanding building code violations or enforcement actions pending in any County/municipality. Bidders subject to any tax levy, or that have outstanding tax obligations to the IRS or State of Michigan, will not be considered. If you are able and willing to take on more than 7 properties please provide the financial statements showing the ability to do so.

Occupant Type: Commitment that all homes will be marketed for sale, and sold to a homeowner occupant by Warranty Deed at fair market value. No land contract sales. Bidders that suggest an

intention to use residential properties as rentals will not be considered. Bidders may not sell properties back to former owners or lienholders of a property without the express written permission of the City of Oak Park.

Vacant Lot: Commitment to build a new home on all vacant lots. Completion of the homes must be done within 18 months.

STEP 2

Additional Criteria

Capacity Experience: Demonstrated experience in working with a similar amount/capacity of homes in a certain timeframe.

Quality of Work: Evidence of quality of past home construction work (i.e. before/after photos).

Materials Used: The use of sustainable, energy efficient construction materials and design.

Sales: Evidence of previous project comparable sales of similar homes at fair market value in the surrounding geographic area. Include MLS data, if available.

Community Support: Evidence of past support for the community and/or demonstrated commitment to future support for the community.

Timeline: Provide comprehensive timeline of project.

When reviewing each Quote and scoring each Bidder, each criteria will be given a score of 1-5, with 1 being a poor score and 5 being a great score. Points for each criteria will be added up, thus giving each Bidder a final score that will be used to make the final award decision.

STEP 3- only bidders that satisfy the criteria in STEPS 1 and 2 will be invited to participate in STEP 3.

Interview

Interviews with the applicant and judging panel will take place on April 18, 2023. Interviews will last a maximum of 15 minutes and the applicant should come prepared to answer any questions the panel may have. Notice of time slots assigned to each applicant will be sent via email on or before April 8, 2023. Applicants must be available during this time for an interview. The panel will not consider any additional documentation at the time of the interview that was not included in the Bidder's Submission.

Step 4 – Distribution of Properties

Qualified bidders that satisfy steps 1-3 will be selected to participate in a random assignment of properties based on each Bidder's stated capacity/budget.

Section 4: RFQ Terms and Conditions

1. City's Point of Contact

a. All inquiries regarding the RFQ must be directed by email or phone to the City's Point of Contact. Bidders must not directly or indirectly approach any representative of the City, or any other person, to solicit information concerning any aspect of the RFQ.

- b. Only the Point of Contact is authorized to communicate with Bidders regarding any aspect of the RFQ. The City will not be bound by any statement made by any other person.
- c. The City may change the Point of Contact at any time. The City will notify Bidders of any such change via the City website RFQ page.

2. Conflict of Interest

- a. Each Bidder must complete the Conflict of Interest Declaration in the Response Form and must immediately inform the City should a Conflict of Interest arise during the RFQ process. A material Conflict of Interest may result in the Bidder being disqualified from participating further in the RFQ.

3. Ethics

- a. Bidders must not attempt to influence or provide any form of personal inducement, reward, or benefit to any representative of the City in relation to this RFQ.
- b. A Bidder who attempts to do anything of the sort may be disqualified from participating in this RFQ process and future RFQ processes.
- c. The City reserves the right to require additional declarations, or other evidence from a Bidder, or any other person, throughout the RFQ process to ensure probity of the RFQ process.

4. Anti-Collusion and Bid-Rigging

- a. Bidders must not engage in collusive, deceptive, or improper conduct in the preparation of their Quotes or other submissions or in any discussions or negotiations with the City. Such behavior will result in the Bidder being disqualified from participating further in the RFQ process. In submitting a Quote the Bidder warrants that its Quote has not been prepared in collusion with another Bidder.
- b. The City reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Bidders to the appropriate authority and to give that authority all relevant information including a Bidder's Quote.

5. Confidential Information

- a. The City and Bidder will each take reasonable steps to protect confidential information and will not disclose confidential information to a third party without the other's prior written consent.
- b. The City and Bidder may each disclose confidential information to any person who is directly involved in the RFQ process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals, or directors, but only for the purpose of participating in the RFQ.

6. Confidentiality of RFQ Information

- a. For the duration of the RFQ, to the date of the announcement of the Successful Bidder, or the end of the RFQ process, the Bidder agrees to keep the RFQ strictly confidential and not make any public statement to any third party in relation to any aspect of the RFQ, the RFQ process or the award of any contract without the City's prior written consent.

7. Costs of Participating in the Process

- a. Each Bidder will meet its own costs associated with the preparation and presentation of its Quote and any negotiations.

8. Ownership of Documents

- a. The RFQ and its contents remain the property of the City. All intellectual property rights in the RFQ remain the property of the City or its licensors. The City may request the immediate return

or destruction of any or all RFQ documents and any copies. Bidders must comply with any such request in a timely manner.

b. All documents forming the Quote will, when delivered to the City, become the property of the City. Quotes will not be returned to Bidders at the end of the process.

9. Elimination

a. The City may exclude a Bidder from participating in the RFQ if the City has evidence of any of the following, and is considered by the City to be material to the RFQ:

i. the Bidder has failed to provide all information requested, or in the correct format, or materially breached a condition of the RFQ

ii. the Quote contains a material error, omission, or inaccuracy

iii. the Bidder is in bankruptcy, receivership, or liquidation

iv. the Bidder has made a false declaration

v. there is a serious performance issue in a historic or current contract delivered by the Bidder

vi. the Bidder has been convicted of a serious crime or offence

vii. there is professional misconduct or an act or omission on the part of the Bidder which adversely reflects on the integrity of the Bidder

viii. the Bidder has failed to pay taxes, utilities, or other levies, or has a history of enforcement actions for failure to comply with local ordinances or laws.

ix. the Bidder, whether it be individuals or corporate entities with common ownership interests, has previously been awarded properties under the RFQ process and failed to comply in any respect with RFQ guidelines.

10. City's Additional Rights

a. Despite any other provision in the RFQ, the City may, on giving due notice to Bidders:

i. amend, suspend, cancel, and/or re-issue the RFQ, or any part of the RFQ

ii. make any material change to the RFQ on the condition that Bidders are given a reasonable time within which to respond to the change.

b. Despite any other provision in the RFQ, the City may:

i. accept a late Quote if it is the City's fault that it is received late

ii. in exceptional circumstances, accept a late Quote where it considers that there is no material prejudice to other Bidders. The City will not accept a late Quote if it considers that there is risk of collusion on the part of a Bidder, or the Bidder may have knowledge of the content of any other Quote

iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable

iv. accept or reject any Quote, or part of a Quote

v. provide or withhold from any Bidder information in relation to any question arising in relation to the RFQ. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Bidder, is inappropriate to supply at the time of the request or cannot be released for legal reasons.

vi. amend the proposed contract at any time, including during negotiations with the shortlisted Bidder.

vii. waive irregularities or requirements in the RFQ process where it considers it appropriate and reasonable to do so.

c. The City may request that a Bidder agree to::

- i. selecting any individual elements of the requirements that is offered in a Quote and capable of being delivered separately, unless the Quote specifically states that the Quote, or elements of the Quote, are to be taken collectively.
- ii. selecting two or more Bidders to deliver the requirements as a joint venture or consortium.

11. Disclaimer

a. The City will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss, or cost incurred by any Bidder or any other person in respect of the RFQ process.

b. Nothing contained or implied in the RFQ, or RFQ process, or any other communication by the City to any Bidder shall be construed as legal, financial, or other advice. The City has endeavored to ensure the integrity of such information. However, it has not been independently verified and may not be updated.

Section 5: Definitions

Bidder: An entity that is engaging in the RFQ process by making a bid.

Bidders Notified: The anticipated date that Bidders will be notified about whether they were successful or unsuccessful.

City: Refers solely to the City of Oak Park.

Deadline for Questions: The last date that Bidders may ask questions about the RFQ.

Deadline for Quotes: The last date that Bidders may submit Quotes.

Point of Contact: The agent of the City responsible for conducting the RFQ process and dealing with inquiries and questions from Bidders.

Quote: The response a Bidder submits in reply to the RFQ.

Response Form: The online form to be used by Bidders as part of the RFQ process.

RFQ: Request for Quote.

RFQ Released: The date that the RFQ is posted.

Successful Bidder: The entity that submitted a quote for this RFQ that is selected to carry out the project.

CITY OF OAK PARK

Tax Foreclosure RFQ Submittal

14000 Oak Park Blvd., Oak Park, MI 48237

Request for Quotes Tax Foreclosure 2022 RFQ Released: 02/23/23 Deadline for Questions: 4pm on 03/23/23
Deadline for Quotes: 3pm on 04/05/23 Economic Development and Planning Department 14300 Oak Park Blvd Oak
Park, MI 48237

DATE ISSUED: February 23, 2023

DATE DUE: April 5, 2023, 3:00PM (LOCAL TIME)
Bid will be opened publicly at this time at,

CITY OF Oak Park

ATTN: Ed Norris, CITY CLERK

14000 Oak Park Blvd.

Oak Park, MICHIGAN, 48237

Evaluation and Scoring

Qualifications of proposed bidders will be determined by the evaluation committee's assessment of technical qualifications contained in the sealed bid. A maximum score of 100 could be awarded with a minimum score of 75 needed to qualify.

<u>Part One Criteria</u>	<u>Points</u>	<u>Description</u>
<u>All must be met to be considered for Part two</u>		
Qualifications of Firm	5	Demonstrated experience
Minimum Investment	5	Committed minimum amount invested per property of \$35,000
Average Investment	5	Commitment to an average investment per property of \$50,000
Administrative Fee	5	Fee to cover City administrative costs per property of \$7,000
Financial Stability	5	Evidence of financial stability that cash reserves and/or guarantee of financing a minimum of seven homes
Occupant Type	5	Must commit that all homes be sold to homeowner occupants
Vacant Lot	5	Build new home on vacant lot

Part Two

<u>Part Two Criteria</u>	<u>Points</u>	<u>Description</u>
Capacity Experience	5	Demonstrated experience in working with a similar amount/capacity of home in a certain timeframe
Quality of work	5	Evidence of quality of past home construction work (before/after pictures)
Materials Used	5	The use of sustainable, energy efficient materials and design
Sales	5	Evidence of comparable sales of similar homes at fair market value in the surrounding geographic area (past projects)
Community Support	5	Evidence of past support for the community and/or commitment to future support for the community
Timeline	5	Timeline of project from beginning to completion

CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFQ submittal to the CITY OF OAK PARK is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFQ in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Respondent Name: _____

Company Name: _____

Date of submission: _____

<u>Criteria</u>	<u>Bid Detail</u>	<u>Supporting Documentation</u>
Qualifications of firm		
Minimum investment		
Average investment		
Administrative fee		
Financial stability		
Occupant type		
Vacant lot		
Capacity experience		
Quality of work		
Materials used		
Sales		
Community support		
Timeline		

APPENDIX A – Reference list (if available)

Reference 1

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

_____ Email: _____

Type of Project(s): _____

Reference 2

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

_____ Email: _____

Type of Project(s): _____

Reference 3

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

_____ Email: _____

Type of Project(s): _____



BOARDS & COMMISSIONS
CITY OF OAK PARK

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

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, DECEMBER 8, 2022, 7:00 P.M.
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: ___7:16p.m. ___

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead ___x___

b. Commissioners:

Stephanie Crawford ___x___ Sarah Davidson ___ Rosetta Kincaid ___
Terri McQueen ___x___ Sudha Chandra Sekhar ___ Avi Snider ___x___
Michele Stevenson ___x___ Lonnie K. Tabb-Upshaw ___ Carla Wallace ___x___
Donny Wilson ___x___ Dawn Henry ___x___

c. City Liaison:

Director Crystal Van Vleck ___x___

d. Guests: Ameer Moss

e. APPROVAL OF AGENDA Motion, ___Avi S. ___ Seconded ___Terri M. ___
APPROVAL OF MIN. Motion ___Avi S. ___ Seconded ___Stefani C. ___

3. a. Old Business:

- i. **ART GALLERY, Dir. Van Vleck.** No new applicants for 2023. Need to put the word out on social media & city web site, call for artists.
- ii **2023 OAK PARK FILM FEST.** Start advertising & accepting submissions January 2023
- iii **MLK DAY/Walk.** January 16, 2023 @ 10:00 a.m.(line up begins at 9:30)
Carla W., Avi S., & Stefanie C. will be in attendance.

b. New Business:

- i **WORLD DANCE DAY.** Sudha needs to be contacted.
- ii **WINTERFEST.** January 29, 2023 need to plan art table

-
- iii **JUNETEENTH.** June 18, 2023 Carla W. Subcommittee meets 4th Tuesdays, adding more meetings per month as date grows near. Need to confirm Rec Dept. on board.

COMMISSIONER REPORTS

Avi S. and his wife, Alana had a baby girl named Rose Sophia, November 25, 6lb. 6oz.

Michele S. Son Steven Gamburd is having a book signing & exhibit in Hamtramck, December 10@2-5 p.m.

Terri M. Music in short film on YouTube -DJ Kicks, Dale Parrish-Detroit Forward. Documentary on DPTV/January 2023

Councilman Shaun Whitehead. Engaged, wedding date-December 31, 2023

3. ADJOURNMENT

- a. **Next Meeting:**__February 9, 2023_____
b. **Time of Adjournment:**_____8:03p.m._____



BOARDS & COMMISSIONS
CITY OF OAK PARK

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

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, January 12, 2023 7:00 P.M.
COMMUNITY CENTER

1. **CALL TO ORDER**
 - a. Time: 7:07p.m.
2. **ROLL CALL**
 - a. **City Council:**
Council Member Shaun Whitehead x
 - b. **Commissioners:**
Stephanie Crawford x Sarah Davidson Rosetta Kincaid x
Terri McQueen x Sudha Chandra Sekhar 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:**
 - e. **APPROVAL OF AGENDA Motion, Michele S. Seconded Carla W.**
APPROVAL OF MIN. Motion Avi S. Seconded Terri M.
3. **Old Business:**
 - i. **ART GALLERY, Dir. Van Vleck.** Cindy Burton, artist , submissions to be voted on tonight. 5 pieces. Yay-S. Crawford, R.Kincaid, A. Snider, D. Wilson, Terri Mc , C. Wallace , D. Henry, L. Tabb-Upshaw.
Cindy Burton, confirmed for next city hall installation.
Artist reception Feb. 6. (This date has expired, second date February 20, 2023, should be considered)
Need to set up table & invite commissioners for intro
Still need to put the word out on social media, city web site, call for artists.
 - ii **2023 OAK PARK FILM FEST.** Started advertising & accepting submissions January 2023, need to reach out to Oak Park, Berkley & Ferndale Schools for student film submissions.

Potential coincide with October Fest? Fundraiser at Dog & Pony Show.
3 day event?

b. New Business:

- i **WORLD DANCE DAY.** Need subcommittee, S. Sekhar, L. Tabb U,
S. Crawford, R. Kincaid, C. Wallace
April 29, 2023. 4-6pm
budget
2018 =\$385.00
2023=\$750.00
- ii **JUNETEENTH.** June 18, 2023, time?

Carla W.

Subcommittee

Met January 24 @ 6p.m.

4th Tuesday,

adding more meetings per month

as date grows near.

Report,

3. ADJOURNMENT

- a. **Next Meeting:**__February 9, 2023__
- b. **Time of Adjournment:**__8:00p.m.__

MERCHANT'S LICENSES - FEBRUARY 20, 2023

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
SE ROOFING CONTRACTORS	10621 CAPITAL AVE	\$150.00	SKILLED TRADE SCHOOL
SMOKEOLOGY SMOKE SHOP	25222 GREENFIELD RD	\$150.00	SMOKE SHOP

RENEWALS FOR 2022	ADDRESS	FEES	BUSINESS TYPE
AUTO METAL CRAFT INC	10230 CAPITAL AVE	\$187.50	PROTOTYPE STAMPINGS
AUTO METAL CRAFT INC	10241 CAPITAL AVE	\$188.50	PROTOTYPE STAMPINGS
SOCKS GALORE WHOLESALE	10355 CAPITAL AVE	\$150.00	RETAIL
STONE FOR YOU	10700 CAPITAL AVE	\$150.00	STONE INSTALLATION
AUTO METAL CRAFT INC	12721 CAPITAL AVE	\$187.50	PROTOTYPE STAMPINGS
AUTO METAL CRAFT INC	12741 CAPITAL AVE	\$187.50	PROTOTYPE STAMPINGS
VALLEY CITY LINEN	13165 CLOVERDALE AVE	\$150.00	LINEN SUPPLY
A1 WHOLESALE LLC	21300 COOLIDGE HWY	\$187.50	SMOKE SHOP SUPPLIES
LASHELLE'S SCHOOL OF DANCE	21330 COOLIDGE HWY	\$187.50	DANCE SCHOOL
VIP WEAR	22124 COOLIDGE HWY	\$187.50	RETAIL
TIM HORTONS	22211 COOLIDGE HWY	\$150.00	RESTAURANT
DANYYS FINE WINE	23063 COOLIDGE HWY	\$150.00	PARTY STORE
RAMSAY F DASS MD	24601 COOLIDGE HWY	\$150.00	DOCTOR OFFICE
OAK PARK RX	24651 COOLIDGE HWY	\$150.00	PHARMACY
MAIN STREET BROW & LASH	24687 COOLIDGE HWY	\$150.00	BEAUTY SHOP
HUNGRY HOWIES PIZZA	24691 COOLIDGE HWY	\$150.00	RESTAURANT
8 MILE ELECTRONICS	13630 W EIGHT MILE RD	\$187.50	ELECTRONIC REPAIR
PENNZOIL 10 MINUTE OIL CHANGE	13601 W ELEVEN MILE RD	\$225.00	OIL CHANGE
UNIVERSAL WHOLESALE	14511 W ELEVEN MILE RD	\$150.00	RETAIL
DE-TWAH LUXURY EYEWEAR LLC	21700 GREENFIELD RD # 313	\$187.50	RETAIL
STUDIO 218	23300 GREENFIELD RD # 218	\$225.00	STUDIO
MAPLE HOME HEALTH CARE INC	23300 GREENFIELD RD # 219	\$187.50	HOME HEALTH AGENCY
FEDEX OFFICE #1693	24760 GREENFIELD RD	\$187.50	OFFICE
EXPRESS PAYDAY & ADVANCE CHECK CASH	24800 GREENFIELD RD	\$187.50	CASH ADVANCE
FAMILY DRIVING SCHOOL LLC	25246 GREENFIELD RD	\$187.50	DRIVING SCHOOL
BBQ CENTRAL	25298 GREENFIELD RD	\$187.50	RESTAURANT
STREET CORNER MUSIC LTD	26020 GREENFIELD RD	\$187.50	RETAIL
J ANTHONY SALON SPA LLC	26060 GREENFIELD RD	\$187.50	HAIR SALON
ALDI #88	26300 GREENFIELD RD	\$187.50	GROCERY STORE
DALE PRENTICE COMPANY	26511 HARDING AVE	\$150.00	OFFICE
MARINAS ALTERATIONS	15075 LINCOLN AVE # 117	\$150.00	ALTERATIONS
BOSS BLINKS LLC	8550 W NINE MILE RD	\$187.50	HAIR AND CLOTHING BOUTIQUE
CAIR HAIR COLLECTION	8660 NINE MILE	\$225.00	HAIR COMPANY
TOP SMOKERS & GIFTS LLC	13645 W NINE MILE RD	\$187.50	SMOKE SHOP
ALASKA FRESH FISH AND CHICKEN LLC	13701 W NINE MILE RD	\$150.00	FISH MARKET
BELLA VAMIER	13821 W NINE MILE RD	\$150.00	RETAIL
BELLA VAMIER	13825 W NINE MILE RD	\$150.00	RETAIL
SHERWIN WILLIAMS CO	13101 NORTHEND AVE	\$150.00	RETAIL
SCOTIA STOP	12701 W TEN MILE RD	\$150.00	PARTY STORE
NOTABLE INTERIORS & EVENTS LLC	21840 WYOMING PL #B	\$187.50	DECORATOR

MESSAGE FACILITY REGISTRATION - February 20, 2023

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEE	OWNER
Humble Hands Massage Therapy, LLC	25900 Greenfield, Suite 503	\$125.00	Adrian R. Clemons

Child/Adult Day Care Registration

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEE	OWNER
Synod Communitiy Services	10020 Rosewood	\$25.00	Dana Leahy



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

Invoice 603928

February 15, 2023

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Tuesday, January 31, 2023

\$13,333.34

Fee Total

Costs Advanced:

Date	Description	Amount
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Bobby Howard.	25.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to DTW Metro, LLC.	65.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Elaine Grier.	25.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Kyoung Yi.	10.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Marilyn Price.	25.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Tracy Edwards.	25.00
01/03/23	Fee to Metropolitan Process Service DBA DK and for subpoena service to Yong Yi.	65.00
01/11/23	Fee to Metropolitan Process Service DBA DK and for attempted	80.00

In Re: City of Oak Park

02/15/23

Page 2

Costs Advanced:

Date	Description	Amount
	subpoena service to Samuel Forgaciu.	
	Total Costs Advanced	\$ 320.00

Total Fees and Disbursements: \$13,653.34

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

01/11/23	Fee to Metropolitan Process Service DBA DK and for attempted subpoena service to Samuel Forgaciu.	80.00
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Total Costs Advanced	\$ 320.00
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Total Due This Invoice	\$13,653.34
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Invoices for legal services are due upon receipt. To ensure proper application of your payment, please indicate our invoice number and client/matter number on your remittance.



AGENDA OF: February 20, 2023

AGENDA #

SUBJECT: First reading of proposed text amendments to the City of Oak Park Zoning Ordinance in the following sections: Article 2, Division 2; Article 2, Division 3; Article 2, Division 4; Article 3, Division 1; Article 4, Division 1, Article 4, Division 3; Article 4, Division 4; Article 5, Division 1, Article 5, Division 3, Article 5, Division 4, Article 6, Division 1.

DEPARTMENT: Economic Development and Planning

SUMMARY: At the February 13, 2023 meeting, the Planning Commission conducted a Public Hearing regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed zoning amendments deal with a variety of improvements to specific sections of the Zoning Ordinance.

The proposed text amendments incorporate clarifications, additions, and/or deletions to specific sections of the Zoning Ordinance to support sustainable growth of the community as well as to be consistent with the State & Federal laws and regulations. In addition to correct simple grammatical errors, incorrect references, document format changes, or minor typos found in these sections.

At the Planning Commission meeting on February 13, 2023 the Planning Commission voted to approve and recommend to the City Council adoption of the proposed zoning text amendments.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: The City Council approve the first reading of the proposed text amendments to the City of Oak Park Zoning Ordinance.

APPROVALS:

City Manager: _____ET_____

Department Director: _____KM_____

Director of Finance: _____SC_____

Budgeted: ☐

Legal: _____

EXHIBITS: Memo, Resolution

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE 2, DIVISION 2: RESIDENTIAL DISTRICTS; ARTICLE 2, DIVISION 3: COMMERCIAL/ MIXED-USE/ OFFICE DISTRICTS; ARTICLE 2, DIVISION 4: INDUSTRIAL DISTRICTS; ARTICLE 3, DIVISION 1: GENERAL PROVISION; ARTICLE 4, DIVISION 1: OFF-STREET PARKING; ARTICLE 4, DIVISION 3: LANDSCAPE STANDARDS AND TREE REPLACEMENT; ARTICLE 4, DIVISION 4: SIGNS; ARTICLE 5, DIVISION 1: SITE PLAN REVIEW; ARTICLE 5, DIVISION 3: CONDITIONAL LAND USE; ARTICLE 5, DIVISION 4: SPECIAL LAND USE; ARTICLE 6, DIVISION 1: NON-CONFORMING USES, STRUCTURES, AND LOTS OF APPENDIX A - ZONING OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article 2, Division 2: Residential Districts of Appendix A - Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 211 Residential Uses

Amend the land uses in the Educational and Public, Semi-Public, Assembly Uses in Table 211.1 Residential Districts Uses, to read as follows:

Table 211.1 Residential Districts Uses					
Use	R-1	R-2	RM-1	RM-2	Add'l Req'ts
Educational					
Private Educational Institutions, including Parochial Elementary, Middle, and High Schools	SLU				Sec. 557h
Private Student dormitories	SLU				Sec. 557q
Public, Semi-Public, Assembly Uses					
Cemeteries			SLU		557d
Community centers	CLU	CLU			Sec.544g
Places of worship	CLU	CLU			Sec. 544g
Public recreation and parks	P	P	P	P	

SEC. 215 Required Conditions

Amend provision (b) under All Residential Districts to read as follows:

b. Prohibited use for open areas: No machinery, equipment, commercial vehicles, or other materials, shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

SECTION 2. Article 2, Division 3: Commercial / Mixed-Use/ Office Districts of Appendix A - Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 221 Commercial Mixed-use Use Table

Amend the land uses in the Educational and Public and Semi-Public sections in Table 221.1 Commercial and Mixed-use Districts Uses, to read as follows:

Table 221.1 Commercial and Mixed-Use Districts Uses								
Use	B-1	B-2	O	PTR ED	PCD	MX-1	MX- 2	Add'l Req'ts
Educational								
Colleges, universities, and other institutions of higher learning including trade, technical, and vocational schools		P	P	P	P			
Private Educational Institutions, including Parochial Elementary, Middle, and High Schools	SLU	SLU	SLU	SLU				Sec. 557h
Private educational tutoring businesses such as computer training establishments, after school tutoring, and similar businesses	P	P	P		P	P	P	
Performing and fine arts schools or studios	P	P	P		P	P	P	544s
Private technical schools and training institution		P	P	P	P			
Private student dormitories				SLU				544p
Public and Semi-Public								
Library and museum	P	P						
Places of worship	P	P						
Theaters, cinemas, and similar uses		P						

Delete only the following land uses in the Industrial, Construction, and Storage and Public and Semi-Public sections in Table 221.1 Commercial and Mixed-use Districts Uses:

[illegible]

Wireless Communication Facilities		SLU	SLU	SLU	SLU			Sec. 557t
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SEC. 224 Building Design Standards

Amend drive-through building type in the table to read as follows:

Commercial/ Mixed-Use Building Types	B-1	B-2	O	PTRED	PC D	MX-1	MX-2	See Section
Drive-through		X					X	356 357.D

SEC. 225 Schedule of Regulations

Amend the height and setback regulations for the office (O) and mixed-use (MX-1 & MX-2) districts in the table and footnotes to read as follows:

	Height				Setback (feet)				
	Min.		Max.		Front		Sides (min.)		Rear
	Stories	Ft.	Stories	Ft.	Min.	Max.	Least 1	Total 2	Min.
O			15	150	Equals to height of building				
MX-1		25		45 ³	0 ³	10	0	0	0
MX-2		25		45 ³	10	70 ²	0	0	0

1. MX-2 is limited to one double-loaded bay of parking in front yard.
2. The front yard area between the minimum and maximum setback in the B-1 and MX-1 districts is defined as a dooryard. The dooryard is intended as a transitional area between the public realm and private property for pedestrian-oriented amenities. It shall accommodate entrances, outdoor seating, and projections such as awnings and balconies.
3. In the MX-1 and MX-2, the Planning Commission may allow a greater height of no more than 75 feet, if it is used to support residential or mixed-use development and finds that:
 - a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.
 - b. The added height is necessary to support redevelopment.
 - c. The proposed development is designed to facilitate the objectives and strategies of the Master Plan.
 - d. The Planning Commission may impose any additional setbacks or site conditions or limitations as in its judgement, may be necessary to protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

SECTION 3. Article 2, Division 4: Industrial Districts of Appendix A - Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 231 Industrial Use Table

Amend the land uses in the Educational and Accessory sections, to read as follows:

Use	LI	IF	Add'l Req'ts
Educational			
Colleges, universities, and other institutions of higher learning including trade, technical, and vocational schools	P	P	
Private Educational Institutions, including Parochial Elementary, Middle, and High Schools	SLU		Sec. 557h
Educational tutoring businesses such as computer training establishments, after school tutoring, and similar businesses		P	
Performing and fine arts schools or studios	CLU	P	544t
Private technical schools and training institution	P	P	
Accessory			
Outdoor dining, accessory to restaurant, brewery, winery or distillery	P	P	Sec. 319
Outdoor retail display and sales (commercial)	CLU		544 r
Outdoor storage	CLU		Sec. 557l

Delete only the following land use in the Industrial, Construction, and Storage section:

Use	LI	IF	Add'l Req'ts
Industrial, Construction, and Storage			
Wireless Communication Facilities	SLU	SLU	Sec. 557t

SEC. 234 Schedule of Regulations

Amend the height regulations for the LI and IF districts in the table and footnotes to read as follows:

	Height				Setback (feet)						
	Min.		Max.		Front		Sides (min.) ¹		Rear		
	Stories	Ft.	Stories	Ft.	Min.	Max.	Least 1	Total 2	Min.		
LI	-	-	-	45	25	-	15	40	25		
IF	-	-	-	45 ³	10	35	10	20	25		

1. Side yard setbacks may be reduced along one interior side lot line which abuts another property or properties zoned industrial, where proper access is provided to the rear of the building for parking, loading/unloading, and emergency services, and provided the building wall complies with all requirements of the building code for proper construction and fire rating. This section permits zero lot line construction where the above conditions are demonstrated to be met through site plan review.

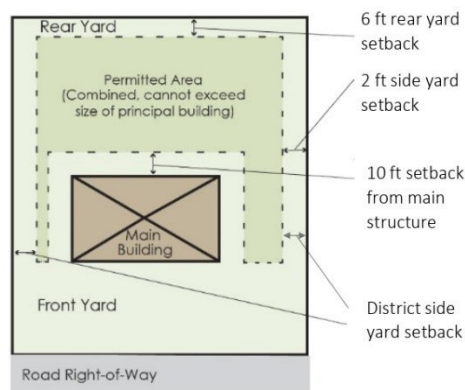
2. The front yard setback may be reduced to 10 feet provided significant landscaping is provided in a greenbelt per Sec. 445.

3. In the IF District, the Planning Commission may allow a greater height of no more than 75 feet, if it is used to support residential or mixed-use development and finds that:
- The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.
 - The added height is necessary to support redevelopment.
 - The proposed development is designed to facilitate the objectives and strategies of the Master Plan.
 - The Planning Commission may impose any additional setbacks or site conditions or limitations as in its judgement, may be necessary to protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

SECTION 4. Article 3, Division 1: General Provision of Appendix A - Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended and re-order the remaining provisions, as followed:

**SEC. 300 Accessory Buildings, Structures, and Uses (See Figure 3.1
Accessory Buildings and Structures Location standards)**

Revise the graphic to correct the rear setbacks as amended in Ordinance #O-22-719, as follows:



SEC. 302 Antennas and Towers

Delete Section 302 to be consistent with state and federal laws and regulations and reorder the remaining sections:

Radio or television antennas or towers, or similar devices, including satellite dish antennas and transmission or reception antennas (hereinafter referred to as “regulated reception antenna”), may be erected or installed in any zoning district as an accessory structure to a permitted use, and shall comply with the following requirements. Wireless communication facilities, such as cellular antenna, wireless internet antenna, and commercial broadcasting antenna, shall be subject to the requirements of Article 5, Division 4 Special Land Uses, Wireless Communication Facilities.

- Ground-Mounted Antennae. Regulated reception antenna exceeding one (1) meter (3.28 feet) in diameter in Residential Districts and three (3) meters

(9.84 feet) in Non-Residential Districts, are permitted in all zoning districts subject to the following conditions:

1. Regulated reception antenna shall be located only in a rear yard and shall not be within the required side yard setback. A satellite dish antenna shall be located only in a rear yard.
 2. No portion of an antenna, including a satellite dish antenna, shall be located closer than six (6) feet, measured on a horizontal plane, from any side or rear lot line, or placed on any easement.
 3. The site must be approved by the Planning Commission, which shall require a sketch plan in accordance with Article 5, Division 1: Site Plan Review, indicating the location of the satellite dish and buildings, paved areas and other appropriate site features within one hundred (100) feet of the proposed location.
 3. The height of regulated reception antenna, with the exception of a satellite dish antenna, shall not exceed fifty (50) feet above mean grade or ten (10) feet above the peak of the roofline, in any Residential District, and shall not exceed one hundred (100) feet above mean grade in any other zoning district.
 4. The height of a satellite dish antenna, including any platform or structure upon which the antenna is mounted, shall not exceed fifteen (15) feet in height at its maximum point above mean grade.
 5. The diameter of a regulated reception antenna shall not exceed twelve (12) feet.
- b. Building-Mounted Antennae. Regulated reception antenna having a diameter of one (1) meter (3.28 feet) or less in Residential Districts and two (2) meters (6.56 feet) in Non-Residential Districts may be attached to the roof of a building, provided that no portion of the satellite dish antenna extends more than thirty-six (36) inches above the highest point of the roof.
- c. Roof-mounted regulated reception antenna over two (2) meters (6.56 feet) in diameter are permitted in Non-Residential Districts only, provided that the antenna complies with the height requirements of the district in which they are located. Roof-mounted regulated reception antenna shall not be placed on the front of any primary structure.
- d. General
1. No advertising or identification display shall be placed on any portion of an antenna or tower, including a satellite dish antenna, except for the name of the manufacturer and serial number.
 2. No more than two (2) antennas, including a maximum of one (1) satellite dish antenna, shall be located on the same lot as a principal building, unless it is a multi family dwelling. Antennae are permitted only in connection with, incidental to, and on the same lot as a principal building, structure, or use.
 3. The color of the antennae shall be of tones similar to the surroundings.
 4. All electrical and antenna wiring shall be placed underground where applicable.
 5. Antennas shall be securely mounted and anchored in accordance with manufacturer's specifications and building code requirements.

6. The antenna shall be located and designed to meet the manufacturer's specifications to withstand a wind force of one hundred (100) miles per hour.
7. The installation of an antenna, including a satellite dish antenna, shall require issuance of a building permit by the Building Official prior to erection.
8. If a usable signal cannot be obtained by locating the ground-mounted antenna in the rear yard, the antenna may be located in the side yard of the property subject to the submission of a written affidavit and approval of the Zoning Administrator provided the placing of an antenna in a side yard shall remain subject to all other conditions set forth in this section.

SECTION 5. Article 4, Division 1: Off-Street Parking and Loading Standards of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 401 General Requirements

Add provision (m) to read as follows:

- m. Parking Reduction. The planning commission or city planner may reduce the total number of spaces by up to twenty percent (20%) than the number required to meet the standards of Section 403 Parking Space Numerical Requirements. If a greater parking reduction is requested, the planning commission may approve fewer parking spaces based on a professionally prepared parking study. However, in no case shall the total parking spaces be reduced by more than 50%.

SEC. 402 Parking Units of Measurements

Amend provisions (a.2) (c) & (d) to read as follows:

- a. Floor Area
 2. For the purposes of determining the off-street parking requirements, gross floor area (GFA) shall apply to all internal building areas excluding the floor area used for incidental service, storage, mechanical equipment rooms, heating/cooling systems and similar uses, and other areas not intended for use by the general public. Where these areas are not yet defined, floor area shall be considered to be eighty-five percent (85%) of the gross floor area (GFA).
- c. Employees. Where the number of spaces required is based on the number of employees, calculations shall be based upon the maximum number of employees likely to be on the premises during the peak shift.
- d. Fractional Spaces. When units of measurements determining the number of required parking or loading spaces result in a fractional space, any

fraction -equal to or greater than one-half- shall be counted as one (1) additional space.

SEC. 403 Parking Space Numerical Requirements

Amend the table to add parking requirements to upper floor units under residential section to read as follows:

Parking Space Numerical Requirements	
Residential	
Upper floor residential units in non-residential districts	1.0 space per dwelling unit

SEC. 408 Bicycle Parking

Amend provision (a) to read as follows:

a. For all new development the amount of bicycle parking shall be determined in accordance with the following table. Unless otherwise noted in the following table, bicycle parking shall be provided at a rate of 1 bicycle for each 10 vehicle parking spaces provided.

Use	Minimum Number of Bicycle Parking Spaces or Bicycle Facilities per Indicated Area or Unit of Measure
Multiple-family residential uses	One space for every 20 units.
Commercial uses	One space for each 2,000 square feet of gross floor area up to 20,000 square feet; 1 space per 5,000 square feet of gross floor area thereafter; a minimum of 4 spaces
Office uses	One space for each 4,000 square feet of gross floor area; a minimum of 4 spaces.
Industrial uses	One space for each 20,000 square feet of gross floor area; a maximum of 12 spaces.

SECTION 6. Article 4, Division 3: Landscape Standards and Tree Replacement of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 441 Purpose

Amend provision (j) to read as follows:

j. Encourage drought-resistant species and/or species native to southeast Michigan.

SEC. 448 Standards for Compliance for Existing Sites

Amend the section to read as follows:

In any case where the building and/or parking area is being increased by at least forty percent (40%) over the originally approved site plan or is being changed to a

more intense use as determined by the planning commission and/or city planner, the site shall be brought into full compliance with the landscape standards herein, unless the site conditions prevent full compliance. In cases where the increase is less than forty percent (40%) the site shall be brought into greater conformity with the landscape standards.

The planning commission and/or city planner shall determine the extent of new landscaping by evaluating the following:

1. Size of the land
2. Configuration and size of the existing buildings
3. Relationship to the proposed buildings and uses of land
4. Relationship to adjacent land uses
5. Relationship to existing and proposed thoroughfares.
6. The new landscaping shall protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

SECTION 7. Article 4, Division 4: Signs of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 465 Findings and Purpose

Amend provisions (i) & (i.4) & (i.8) to read as follows:

- i. These objectives are accomplished by establishing the minimum number of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the city to:
 4. Assist the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the size and placement of signs.
 8. Prohibit all portable signs on public property, including, but not limited to, City-owned property, in recognition of their significant negative impact on traffic safety and aesthetics.

SEC. 466 Sign Definitions

Amend the section to add awning sign and valance definitions to read as follows:

Awning sign: That angled portion of an awning other than 90 degrees.

Awning valance: That portion of an awning consisting of short strips or bands of material hung at the lower edge of the awning.

SEC. 472 Specific Sign Standards

Amend the table under provision (a) and footnote (1) to read as follows:

	Wall, canopy, or awning		Freestanding sign			Temporary signs (c)	
District	Number	Maximum size per sign	number	Maximum size per sign	Maximum height	Maximum size per sign	Maximum height
B-1, B-2, LI, O, PTRED, PCD, PUD, MX-1, MX-2, IF	1 per businesses (1) (6)	15% of front façade, a maximum of 120 square feet (3)	1 sign (3)	30 square feet for businesses fronting roadway of 35 m.p.h. or less (2) , (4), (5)	6 feet (5)	30 square feet.	Freestanding sign maximum height is 6 feet

Footnotes:

- (1) Businesses located on a corner lot or in an MX-1 District shall be allowed up to one additional wall sign on the second front façade with an area not to exceed 30 square feet. As a substitution for a freestanding sign, one additional wall sign with an area not to exceed 30 square feet, may be displayed on one side of the building. When a business occupies two or more buildings on the same parcel or adjacent parcels, one additional wall sign per building is permitted. The additional wall sign shall not exceed 30 square feet and may be displayed on one side of the building.

Add footnote (6) to read as follows:

- (6) Office District – In office districts one sign per building is allowed. However, businesses located on the ground floor with a dedicated exterior entrance may be allowed one additional awning sign. The awning shall be constructed of durable material, maintained to continue its original appearance and provide proper safety to the persons and property it may affect. Awnings shall be coordinated to be compatible with the overall architectural integrity of the building to which it is attached. Awning signs are not permitted above the first floor. Awnings may not extend from the wall at a height of less than ten (10) feet above a public right-of-way. The awning signage shall be only permitted on the awning directly located above the storefront entrance and shall not exceed twenty percent (20%) of the awning face or valance area. Texts or graphics on a valance shall not be more than 8 inches in height; providing at least one (1) inch gap between the text and the top and bottom of a valance.

Amend provision (b.1.g) to read as follows:

- g) Notwithstanding any other provision of this article, each parcel of property shall be allowed, without a permit, temporary non-commercial signage, not to exceed four signs at any one time, no larger than 6 square feet and no taller than four feet in height per sign for a period not to exceed 90 days per calendar year.

SECTION 8. Article 5, Division 1: Site Plan Review of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 501 Uses Requiring Site Plan Review

Amend the following use or activity types in the table to read as follows:

Uses Requiring Site Plan Review				
	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
e.	Erection of a tower, antenna, or other communication facility; essential public service buildings and storage yards.			•
f	Co-location of a communication antenna upon an existing tower.			•
j	An increase in floor area of uses subject to site plan review up to 2,000 square feet or 25% of existing floor area, whichever is less.		•	

SECTION 9. Article 5, Division 3: Conditional Land Use of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 544 Conditional Land Specific Requirements

Amend sub-section (d) provisions (1.a.9) & (1.a.10) to read as follows:

d. Automobile or Vehicle Dealership

9.A six-foot-high masonry wall of face brick, six-foot-high simulated brick pattern poured concrete wall. The plan shall detail the location, height and type of wall proposed, shall be located on all property lines which abut any residential district.

10.Where the storage yard abuts residentially zoned property there shall be a ten-foot-wide landscaped greenbelt, between the property line and the wall. Said greenbelt shall be planted in accordance with *Article 4, Division 3* Landscaping, Section 445.

Amend sub-section (e) as the following and reorder the remaining provisions:

e. Commercial Indoor Recreation

Delete provision e. (1) and reorder the remaining provisions:

1.In the B-2 and MX-1 Districts, the use may not exceed 2,500 square feet.

Amend provision (4) to read as follows:

3. The planning commission may regulate the hours of operation, as necessary, when the project is abutting less-intensive or residential uses, as a part of the conditional land use permit.

Amend the title of sub-section (g) and its provisions to read as follows:

g. Community Center/Places of Worship

1. In residential zoning districts, community centers or cultural facilities, churches, synagogues and other places of worship shall conform to the following requirements and restrictions.
 - a. They shall be located on a Principal Arterial, Major Arterial, Minor Arterial, or Major Collector Street.
 - b. Parking shall not be provided in the front building setback area.
 - c. All parking areas shall be screened from adjoining properties by a minimum four-foot, six-inch high masonry wall or similar material suitable to the planning commission. The planning commission may permit the substitution of a landscaped greenbelt or earth berm after submission and review of a landscape plan.
 - d. The principal building shall comply with all setback requirements of the district in which it is located provided, however, that in no case shall the principal building be located closer than 50 feet from an abutting residential district or residential use.
 - e. The site plan shall include a floor plan of the proposed structure(s) for use in determining required parking etc., based on proposed uses within the structure.
 - f. The site plan shall detail any proposed outdoor use areas (playgrounds, shrines, etc.), including means of pedestrian and vehicular access, if applicable.

Amend sub-section (h) provisions (1) (3) & (7) to read as follows:

h. Contractor Storage Yard

1.All such storage shall be located within a rear yard and screened in accordance with *Section 557.m Outdoor Storage*.

3.All storage areas shall conform to all district setback requirements for principal uses. Where the storage yard abuts residentially zoned property, there shall be a ten-foot-wide landscaped greenbelt between the property line and the wall. Said greenbelt shall be planted in accordance with *Article 3, Division 3 Landscaping, Section 447*.

7.Outdoor storage and display areas shall comply with the requirements of *Section 557.m Outdoor Storage*.

Amend sub-section (k) provision (5) to read as follows:

k. Garden Centers/Greenhouse/Nursery

5. All materials stored outdoors shall not be piled or stacked higher than the height of any garden center wall.

Add a new sub-section and re-order the remaining sub-sections, as follows:

s. Outdoor Storage

See Section 557.m

Delete sub-section (t) and re-order the remaining sub-sections:

t. Places of Worship, Assembly, or Gathering

Churches, synagogues and other places of worship, assembly, or gathering, may be permitted in certain districts specified in this ordinance, subject to the following:

1. The site shall have direct access to a major or secondary thoroughfare as designated on the city's adopted master plan.
2. All parking areas shall be screened from adjoining properties by a minimum four-foot, six-inch high masonry wall or similar material suitable to the planning commission. The planning commission may permit the substitution of a landscaped greenbelt or earth berm after submission and review of a landscape plan.
3. The principal building shall comply with all setback requirements of the district in which it is located provided, however, that in no case shall the principal building be located closer than twice its height to any property line.
4. The site plan shall include a floor plan of the proposed structure(s) for use in determining required parking etc., based on proposed uses within the structure.
5. The site plan shall detail any proposed outdoor use areas (playgrounds, shrines, etc.), including means of pedestrian and vehicular access, if applicable.

Amend sub-section (cc) provisions (4) & (5) to read as follows:

cc. Self-storage Facilities

4. If the site of a self-storage facility directly abuts or lies across the street from a residential district, a masonry screen wall and/or a landscaped greenbelt shall be provided, at the discretion of the Planning Commission. In deciding what type of screening to require, the Planning Commission shall evaluate which would be most appropriate to the neighborhood area in question.

5. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be screened on all sides by a six-foot high masonry wall of face brick, six-foot high simulated brick pattern poured concrete wall. The plan shall detail the location, height and type of wall proposed.

SECTION 10. Article 5, Division 4: Special Land Use of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as the following:

SEC. 552 Application Procedure

Amend provision (b) to read as follows:

b. The following materials shall be submitted to the City at least thirty (30) days prior to the meeting at which the Planning Commission first considers the special land use application:

1. Payment of the required fee.
2. Copies of completed application forms.
3. Copies of a site plan meeting the requirements of *Article 5, Division 1: Site Plan Review*.
4. Impact assessment if required by the City Planner; the analysis shall be carried out by qualified individuals and shall include but need not be limited to the impact on: natural features, stormwater management, surrounding land uses, public facilities/services, public utilities, and traffic.

SEC. 553 Designated Review Authority and Approval Procedure

Amend provision (b) to read as follows:

b. Following the submission of the required application materials the Planning Commission shall hold a public hearing in accordance with the Michigan Zoning Enabling Act (Public Act 110 of 2006), as amended and with *Article 6, Division 2, Section 623, Public Hearings*.

SEC. 557 Special Land Use Specific Requirements

Amend sub-section (d) provision (3) to read as follows:

d. Cemeteries

3. No service building shall be located closer than 100 feet to any property line and all service and storage yards shall be screened from view by an obscuring wall at least six feet high.

Amend the title of sub-section (h) to read as follows:

h. Private Educational Institutions, including Parochial Elementary, Middle, and High Schools

Delete sub-section (i) and re-order the remaining sub-sections:

i. Garden Centers/Nurseries

1. The outdoor storage or material display areas shall not be permitted in any front yard as determined by the Planning Commission. Such areas shall meet all other yard setback requirements applicable to any building in the district.
2. All loading activities and parking areas shall be provided off-street and on the same premises.
3. The storage of any soil, sand, mulch, or similar loosely packaged materials shall be sufficiently contained to prevent any adverse effect upon adjacent properties. The outdoor storage of fertilizers, pesticides, and other hazardous materials shall be prohibited.
4. Decorative fences, knee walls, and other architectural features may be required by the Planning Commission for outdoor sales, display, and storage areas to assure compatibility with the existing or intended character of the general vicinity.
5. All materials stored outdoors shall not be piled or stacked higher than the height of any garden center fencing or wall.

Amend the title of sub-section (l) to read as follows:

k. Mobile Home Parks

Amend sub-section (m) provision (1) (8) & (11) to read as follows:

l. Outdoor Storage

1. In B-2 Districts a special land use approval may be granted for outdoor display, sales, or storage.

8. The storage yard shall be screened on all sides by a six-foot-high masonry wall of face brick; or six-foot-high simulated brick pattern poured concrete wall.

- a. In LI District, the storage yard can be screened on the sides that are visible from the public right-of-way, public view, or any residential district by a screen wall by the provision of the business owners and property owners of abutting properties affirmatively waiving, in writing, the need to provide such screening along their property lines. In such cases, other types of fences in accordance with Section 308 may be allowed to screen the rest of the outdoor yard sides of the property.
- b. In LI District, the screen wall or fence shall be permitted up to eight (8) feet as permitted in Sec 308 of this ordinance.

11. Where the storage yard abuts residentially zoned property, there shall be a ten-foot wide landscaped greenbelt between the property line and the wall. Said greenbelt shall be planted in accordance with *Article 3, Division 3 Landscaping, Section 447*

Amend sub-section (o) provision (3) to read as follows:

n. Research or Testing Laboratories

3. Where the outdoor placement of an above ground storage tank is necessary, the storage tank must be completely screened from public view. The screening shall consist of a masonry wall of brick, stone or poured concrete with a decorative pattern. The design and material of the screening to be approved by the planning commission.

Amend sub-section (p) provision (1) (3) (4) & (6) to read as follows:

o. Salvage Yard

1. The salvage yard shall be enclosed on all sides by a masonry wall of face brick or six-foot-high simulated brick pattern poured concrete wall at least six (6) feet in height. The wall shall be maintained in good repair and shall be free of handbills or other advertising except for approved signs. Non-transparent gates not exceeding forty-eight (48) feet in width shall be permitted in the enclosure.

3. Vehicle parts shall not be stored, loaded, unloaded, or dismantled outside the wall enclosing the salvage yard. No vehicle, vehicle bodies, or other materials shall be stored in a manner as to be

4. Visible from any residence, business, or street from a height at or below the top of the wall enclosing the yard.

6. The property shall include at least six (6) acres. The front screen wall shall be set back the distance as a principal building in the Industrial District, and all such walls shall be set back a minimum of five hundred (500) feet from any Residential District or use. In order to protect surrounding areas, the crushing of vehicles or any part thereof shall be limited to daylight hours, provided that such activities shall not be conducted on Sundays or federally recognized holidays.

Amend sub-section (q) Provisions (1) (2) & (3) to read as follows:

p. Private Student Dormitories

Private student dormitory rooms, when constructed as a part of a private educational institution or campus, may be permitted in certain districts, as specified in this ordinance, subject to the following:

1. The site plan shall conform with *Article 5, Division I, Site Plan Review and Approval*.
2. The minimum site size for a private educational campus which includes a dormitory shall be three acres.
3. A private educational campus which includes a dormitory shall be located on a major or secondary thoroughfare as designated in the city's adopted master plan.

Delete sub-section (s) to be consistent with state and federal laws and regulations:

s. Utility Structures and transmission system

1. Local utility buildings or structures. Utility structures, such as but not limited to, electric transformer stations and substations, gas regulator stations,

sewer lift stations, and the like, may be permitted in all districts subject to site plan approval and the following standards:

- a. Operating requirements necessitate the proposed location in order to serve the residents of the city.
- b. All such uses shall be completely enclosed and without storage yards.
- c. No structure shall exceed the height limit of the district in which it is to be located.
- d. All buildings shall be designed to be compatible in style and materials with other uses permitted in the district.
- e. No building shall be located closer than 50 feet to any property line abutting land zoned for residential use.
- f. A minimum 15-foot landscaped greenbelt shall be provided around the entire perimeter of the utility building site.
- g. Adequate off-street parking shall be provided for any service personnel and all drives and parking areas shall be paved with asphalt or concrete.

2. *Utility transmission systems.* Utility transmission systems, such as but not limited to, high voltage electric transmission lines, high pressure gas pipelines, and oil pipelines shall require special land use approval by the planning commission, subject to the following requirements and standards:

- a. All such utility lines shall follow existing utility corridors where possible, and reasonable, as determined by the planning commission.
- b. Selective clearing techniques shall be used throughout a utility corridor or property for installation of towers, lines, pipelines, service roads, drainage facilities, and similar facilities. Existing vegetation shall be maintained, whenever possible, throughout the remainder of the corridor not affected by the actual installation of approved facilities.
- c. Any area destroyed by necessity in the construction of such approved facilities, may be subject to conditions imposed by the planning commission for its immediate restoration by replanting or similar techniques.
- d. During construction or repair of any facilities approved hereunder, the following shall be required:
 1. All internal roads shall be kept dust-free.
 2. Any damage to public or private roads, fences, structures, or facilities shall be repaired immediately.
 3. No wastes or spoils of any kind, such as tree stumps, construction wastes, trash and the like, shall be left after construction or repair operations are complete.
 4. All construction operations shall be confined to daylight hours, Monday through Saturday, unless permitted in writing by the planning commission.
- e. The existence of one line or facility approved hereunder does not imply permission to erect any other lines or facilities other than those originally permitted.

3. *Utility transmission buildings or structures.* Utility transmission structures, such as but not limited to, high voltage electric stations, gas compressor stations, and similar facilities; excluding oil storage facility, and wireless communications,

receiving or transmitting towers, shall require special land use approval by the planning commission be permitted subject to the following requirements and standards:

a) The following types of utility transmission structures shall be permitted after special land use approval, only in the listed districts:

Use	District
Electric stations	All districts
Telephone exchange buildings	All districts
Gas compressor stations	LI
Oil storage facility	LI
Wireless communications tower	O, LI, B-2, PTRED, PCD

b. In order to provide a pleasing community appearance and to prevent noise levels, odors, dust, and similar external physical effects from adversely affecting adjoining properties, all equipment shall be completely enclosed within a building, unless the setback and screening guidelines specified in subsection 3 below are followed, as approved by the planning commission.

c. If the equipment proposed will not be enclosed within a building, a setback of 300 feet from all property lines shall be required. In addition, an obscuring, landscaped buffer shall be provided, based on the following guidelines, as determined by the planning commission after considering the type, size, height, and anticipated noise levels of all equipment being proposed:

1. A landscaped earthen berm at least six feet high with a 3:1 side slope, along all sides of the equipment.

2. An obscuring fence or a masonry wall at least six feet high, completely surrounding the equipment.

3. Any combination of the above requirements approved by the planning commission.

d. All buildings permitted under this section shall be setback at least 100 feet from all adjoining property lines. Expansions of transmission facilities, which facilities existed prior to the effective date of this amendment, may be placed within 100 feet of an adjoining property line only after approval of the planning commission and only when fully enclosed within a building.

e. Where there will be employees stationed at the utility building on a permanent or intermittent basis, adequate off-street parking shall be constructed with an asphalt or concrete surface.

f. There shall be no outdoor storage of equipment and/or materials which are not necessary for daily operations of any utility building site, except those which are necessary for safety or emergency repairs at that particular utility transmission structure site.

Delete sub-section (t) to be consistent with state and federal laws and Regulations:

t. Wireless Communication Facilities

1. The applicant shall demonstrate the need for the proposed facility to be located as proposed based upon the presence of one or more of the following factors:
 - a. Proximity to major thoroughfares;
 - b. Population concentrations;
 - c. Business centers;
 - d. Signal interference;
 - e. Topography;
 - f. Other specifically identified reason(s) creating facility need.
2. The proposal shall be reviewed in conformity with the colocation requirements of this section below.
3. Facilities shall not be demonstrably injurious or otherwise detrimental to the public safety and welfare.
4. Facilities shall be located and designed to be harmonious with the surrounding areas. The use of monopole towers shall be required unless the applicant demonstrates that monopole towers are not feasible for the proposed use.
5. Wireless communication facilities shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions.
6. Applicants shall demonstrate a justification for the proposed height of the structures and an evaluation of alternative designs which might result in lower height.
7. The following additional standards shall be met:
 - a. The maximum height of the support structure and antenna shall be the minimum height demonstrated to be necessary for reasonable communication by the applicant (and by other entities to co-locate on the structure). No wireless transmission tower in excess of 100 feet in height shall be located closer than 2,000 feet to any other such tower. Accessory buildings shall be limited to the maximum height for accessory structures within the respective district.
 - b. The setback of the support structure from any property line and existing or proposed road right-of-way line shall be at least the height of the highest point of the support structure. Multiple towers on the same parcel or adjoining parcels shall each meet the above criteria and be separated from any other tower for a distance at least equal to the height of the tallest tower.
 - c. There shall be unobstructed access to the facility for operation, maintenance, repair and inspection (may be provided by an easement).
 - d. The division of property for the purpose of locating a wireless communication facility is prohibited unless all zoning requirements and conditions are met.
 - e. Rooftop wireless communication facilities shall be architecturally compatible with the principal building.
 - f. The Planning Commission may regulate the color of the support structure and all accessory buildings to minimize distraction, maximize aesthetic appearance, and ensure compatibility with surroundings, subject to regulations of the Federal Aviation Administration. In addition, the Planning

Commission may require additional landscaping and/or screening where the Planning Commission determines such screening and or landscaping is necessary to mitigate the negative visual and aesthetic impacts of the facility on the surrounding land uses.

g. Support structures shall be constructed in accordance with applicable building codes. A soils report from a geotechnical engineer, licensed in the State of Michigan shall be submitted. This report shall include soil borings and confirmation of the suitability of soils for the proposed use. Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission requirements shall be noted.

h. A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility.

i. There shall be no outdoor storage of equipment and/or materials, except those which are necessary for emergency repairs at that particular site (which may be temporarily stored during the emergency).

j. The application shall include a certification by a State of Michigan licensed Professional Engineer regarding the manner in which the proposed structure will fall.

k. The application shall include a description of security to be posted at the time of receiving a building permit to ensure removal of the facility when it has been abandoned or is no longer needed. The security shall be in the form of cash, surety bond, letter of credit, or an agreement in a form approved by the city attorney and recordable at the register of deeds, establishing a promise of the applicant and owner of the property to remove the facility in a timely manner as required under this section of the ordinance. The applicant and owner shall be responsible for the payment of any costs and attorneys' fees incurred by the city in securing removal.

l. The application shall include a map showing existing and known proposed wireless communication facilities within the city and areas within three miles surrounding the city. If the information is on file with the city, the applicant shall update as needed. Any such information which is trade secret and/or other confidential commercial information may be submitted with a request for confidentiality in connection with the development of governmental policy. This ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be made in writing.

m. The applicant shall provide the name, address and phone number of the person to contact for all engineering, maintenance and other notice purposes. This information shall be continuously updated while the facility is on the premises.

8. *Special requirements for wireless communication facilities proposed outside districts where they are permitted after special land use approval.* Applications for facilities which are proposed to be located outside of a district where they are permitted as a special land use, shall conform with the following standards, along with those in subsection A. above:

a. The applicant shall demonstrate that a location within a district where the facility is permitted as a special land use cannot reasonably meet the coverage and/or capacity needs of the applicant.

b. Wireless communication facilities shall be of a design such as (without limitation) a steeple, bell tower, or other form which is compatible with the existing character of the proposed site, neighborhood and general area, as approved by the city.

c. The applicant shall seek to locate the facility at one of the following sites (not in any priority), subject to application of all other standards contained in this section:

1. Municipally owned site.
2. Other governmentally owned site.
3. Religious or other institutional site.
4. Public park and other permanent open space areas.
5. Other locations if none of the above is available.

9. *Requirements for colocation.*

a. A special land use permit for the construction and use of a new wireless communication facility shall not be granted unless and until the applicant demonstrates that colocation is not feasible.

b. All new and modified wireless communication facilities shall be designed and constructed so as to accommodate colocation.

c. The policy of the city is "pro colocation." Thus, if a party who owns or otherwise controls a wireless communication facility shall fail or refuse to alter a structure so as to accommodate a proposed and otherwise feasible colocation, such facility shall be deemed to be a nonconforming structure and use.

d. If a party who owns or otherwise controls a wireless communication facility shall fail or refuse to permit a feasible colocation, and this requires the construction and/or use of a new wireless communication facility, the party failing or refusing to permit a feasible colocation shall be deemed to be in direct violation and contradiction of the policy, intent and purpose of the city and consequently such party shall take responsibility for the violation, and shall be prohibited from receiving approval for a new wireless communication support structure within the city for a period of five years from the date of the failure or refusal to permit the colocation. Applicants to the zoning board of appeals regarding this provision must demonstrate that enforcement of the five-year prohibition would unreasonably discriminate among providers of functionally equivalent wireless communication services, or would have the effect of prohibiting the provision of personal wireless communication services.

10. *Incentive.*

a. Review of an application for colocation shall be expedited by the city through administrative review and approval of proposed colocation of wireless communication facilities where the application involves the colocation of a new wireless communication facility antenna on an existing wireless communication facility support structure which is in conformance with the provisions of this section.

b. Where the application involves the colocation of a new wireless communication facility antenna on a building, water tower, church steeple, stadium light pole, or similar structure, as determined by the Planning Commission, the required 300-foot setback shall not apply.

c. Review of an application for colocation shall be expedited by the city.

11. *Removal.*

- a. A condition of every approval of a wireless communication facility shall be adequate provision for removal of all or part of the facility by users and owners upon the occurrence of one or more of the following events:
- b. When the facility has not been used for 180 days or more. For purposes of this section, the removal of antennas or other equipment from the facility, or the cessation of operations (transmission and/or reception of radio signals) shall be considered as the beginning of a period of nonuse.
- c. Six months after new technology is available at reasonable cost, as determined by the Planning Commission, which permits the operation of the communication system without the requirement of the support structure.
- d. The situations in which removal of a facility is required, as set forth in paragraph 1. above, may be applied and limited to portions of a facility.
- e. Upon the occurrence of one or more of the events requiring removal, the property owner or persons who had used the facility shall immediately apply for any required demolition or removal permits, proceed with, and complete the demolition/removal.
- f. If the required removal of a facility or a portion thereof has not been lawfully completed within 60 days of the applicable deadline, and after at least 30 days written notice, the city may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn, collected and/or enforced from or under the security posted at the time of application.

SECTION 11. Article 6, Division 1: Non-Conforming Uses, Structures, and Lots of Appendix A – Zoning of the Code of Ordinances of the City of Oak Park, Michigan is hereby amended as followed:

SEC. 600 Non-Conforming Uses, Structures, and Lots, in General

Amend provision (b) to read as follows:

- b. It is the intent of this Division to permit these non-conformities to continue until they are removed, but not encourage their continuation. Such non-conforming uses and structures are declared by this Division to be incompatible with permitted uses in the districts involved. It is further the intent of this Division that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

SEC. 604 Non-conforming Structures

Amend provisions (c) & (d) and add provision (e) to read as the follows and re-order the remaining provisions:

- c. Any addition greater than 40% of the gross floor area of the principal building shall require the entire addition to fully meet the setback and build to standards.

d. Any addition less than 40% of the gross floor area of the principal building is required to meet the architectural and site standards but may be granted flexibility by the Planning Commission with bringing the building into greater conformity with the setback and build to standards.

e. For standards c & d above, where any existing side or rear part of the structure is non-conforming with the setback standards, the addition may be built to the same structure line. In no way shall the addition extend closer to the lot line than any existing, non-conforming part of the structure.

SECTION 12. Conflicting Provisions Repealed

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

SECTION 13. Severability

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

SECTION 14. Effective Date

This ordinance shall be published as required by the Charter of the City of Oak Park and shall become effective ten (10) days from the date of its passage or upon the expiration of seven (7) days after its publication, whichever is later.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this day of _____, 2023.

T. Edwin Norris, City Clerk

I, T. Edwin Norris, the 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 _____, 2023.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:



CITY OF OAK PARK

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

MEMORANDUM

TO:	Planning Commission Members	DATE:	February 9, 2023
FROM:	Kimberly Marrone, AICP, Economic Development and Planning Director Salam Habhab, Economic Development and Planning Specialist	FILE:	G/.../aplncom/ORD 2023-02 Zoning Amendments – PC Memo

SUBJECT: Proposed Text Amendments to Appendix A - Zoning Ordinance of the Code of Ordinances of the City of Oak Park, MI

Mayor McClellan, Mayor Pro Tem, City Council members, Planning Commission members, and City Manager Tungate:

In an effort to enhance the City's ability to move forward toward achieving its goals, the Economic Development and Planning Department proposes text amendments to specific sections of the Zoning Ordinance. The proposed text amendments deal with a variety of improvements that incorporates clarifications, additions, and/or deletions to specific sections of the Zoning Ordinance to support sustainable growth of the community as well as to be consistent with the State & Federal laws and regulations. In addition to correct simple grammatical errors, incorrect references, document format changes, or minor typos found in these sections, as described below.

Article 2, Division 2: Residential Districts

SEC. 211 Residential Uses

Amend the land uses in the Educational and Public, Semi-Public, Assembly Uses in Table 211.1 Residential Districts Uses, to read as follows:

Table 211.1 Residential Districts Uses					
Use	R-1	R-2	RM-1	RM-2	Add'l Req'ts
Educational					
Private Educational Institutions, including Public, Private, and Parochial Elementary, Middle, and High Schools	SLU				Sec. 557h
Private Student dormitories	SLU				Sec. 557q
Public, Semi-Public, Assembly Uses					
Community centers	CLU	CLU	CLU	CLU	Sec. 544h g
Library and museum					
Places of worship, assembly, or gathering	CLU	CLU			Sec. 544t g
Theaters, cinemas, and similar assembly buildings					
Utility Structures and transmission systems	SLU	SLU	SLU	SLU	Sec. 557s

SEC. 215 Required Conditions

Amend condition “b” under All Residential Districts to read as follows:

b. Prohibited use for open areas: No machinery, equipment, **commercial** vehicles, or other materials, shall be stored or parked, or permitted to stand in any open area that is clearly visible from the street, public place or adjoining residential property.

Article 2, Division 3: Commercial / Mixed-Use/ Office Districts

SEC. 221 Commercial Mixed-use Use Table

Amend the land uses in the Industrial, Construction, and Storage and Educational sections in Table 221.1 Commercial and Mixed-use Districts Uses, to read as follows:

Table 221.1 Commercial and Mixed-Use Districts Uses								
Use	B-1	B-2	O	PTR ED	PCD	MX-1	MX-2	Add'l Req'ts
Industrial, Construction, and Storage								
Contractor storage yard								Sec. 544h
Dry cleaning plant								Sec. 557g
Wireless Communication Facilities		SLU	SLU	SLU	SLU			Sec. 557t
Educational								
Private Educational Institutions, including Private, and Parochial Elementary, Middle, and High Schools	SLU	SLU	SLU	SLU				Sec. 557h

Table 221.1 Commercial and Mixed-Use Districts Uses								
Use	B-1	B-2	O	PTR ED	PCD	MX-1	MX- 2	Add'l Req'ts
Public and Semi-Public								
Places of worship, assembly, or gathering	CLU P	P						Sec. 544t
Theaters, cinemas, and similar assembly buildings uses		P						
Utility Structures and transmission systems	SLU	SLU		SLU	SLU			Sec. 557s

SEC. 224 Building Design Standards

Amend drive-through building type in the table to read as follows:

Commercial/ Mixed-Use Building Types	B-1	B-2	O	PTRED	PC D	MX-1	MX-2	See Section
Drive-through		X					X	356 357.D

SEC. 225 Schedule of Regulations

Amend the height and setback regulations for the office and mixed-use districts in the table and footnotes to read as follows:

	Height				Setback (feet)				
	Min.		Max.		Front		Sides (min.)		Rear
	Stories	Ft.	Stories	Ft.	Min.	Max.	Least 1	Total 2	Min.
O	-	-	2 15	30 150	15 Equals to height of building	25	0	0	20
MX-1	4	25	3	45 ³	0 ³	10	0	0	0
MX-2	4	25	3	45 ³	10	70 ²	0	0	0

1. MX-2 is limited to one double-loaded bay of parking in front yard.
2. The front yard area between the minimum and maximum setback in the B-1 and MX-1 districts is defined as a dooryard. The dooryard is intended as a transitional area between the public realm and private property for pedestrian-oriented amenities. It shall accommodate entrances, outdoor seating, and projections such as awnings and balconies.
3. In the MX-1 and MX-2, the Planning Commission may allow a greater height of no more than 75 feet, if it is used to support residential or mixed-use development and finds that:
 - a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.
 - b. The added height is necessary to support redevelopment.

- c. The proposed development is designed to facilitate the objectives and strategies of the Master Plan.
- d. The Planning Commission may impose any additional setbacks or site conditions or limitations as in its judgement, may be necessary to protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

Article 2, Division 4: Industrial Districts

SEC. 231 Industrial Use Table

Amend the land uses in the Industrial, Construction, and Storage and Educational sections to read as follows:

Use	LI	IF	Add'l Req'ts
Industrial, Construction, and Storage			
Wireless Communication Facilities	SLU	SLU	Sec. 557t
Educational			
Private Educational Institutions, including Private , and Parochial Elementary, Middle, and High Schools	SLU		Sec. 557h
Accessory			
Outdoor storage	SLU CLU		Sec. 557m

SEC. 234 Schedule of Regulations

Amend the height regulations for the LI & IF districts in the table and footnotes to read as follows:

	Height				Setback (feet)						
	Min.		Max.		Front		Sides (min.) ¹		Rear		
	Stories	Ft.	Stories	Ft.	Min.	Max.	Least 1	Total 2	Min.		
LI	-	-	-	45	25	-	15	40	25		
IF	-	-	-	45 ³	10	35	10	20	25		

1. Side yard setbacks may be reduced along one interior side lot line which abuts another property or properties zoned industrial, where proper access is provided to the rear of the building for parking, loading/unloading, and emergency services, and provided the building wall complies with all requirements of the building code for proper construction and fire rating. This section permits zero lot line construction where the above conditions are demonstrated to be met through site plan review.

2. The front yard setback may be reduced to 10 feet provided significant landscaping is provided in a greenbelt per Sec. ~~447~~ 445.

3. In the IF District, the Planning Commission may allow a greater height of no more than 75 feet, if it is used to support residential or mixed-use development and finds that:

- a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.
- b. The added height is necessary to support redevelopment.

- c. The proposed development is designed to facilitate the objectives and strategies of the Master Plan.
- d. The Planning Commission may impose any additional setbacks or site conditions or limitations as in its judgement, may be necessary to protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

Article 3, Division 1: General Provisions

SEC. 300 Accessory Buildings, Structures, and Uses (See Figure 3.1 Accessory Buildings and Structures Location standards)

Amend the section to revise the graphic to reflect the rear setbacks as amended in ordinance #O-22-719, as follows:

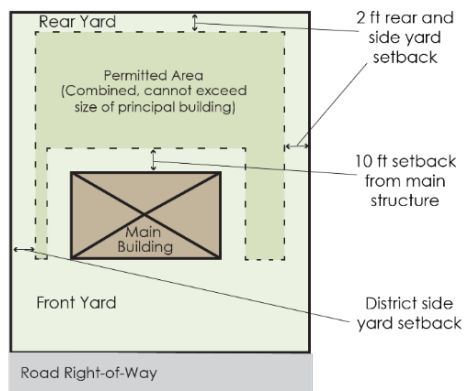


Figure 1. Original

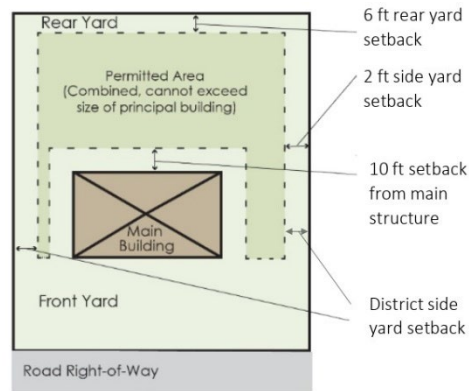


Figure 2. Revised

SEC. 302 Antennas and Towers

Delete the entire section to be consistent with state and federal laws and regulations and reorder the remaining sections, as applicable:

~~Radio or television antennas or towers, or similar devices, including satellite dish antennas and transmission or reception antennas (hereinafter referred to as “regulated reception antenna”), may be erected or installed in any zoning district as an accessory structure to a permitted use, and shall comply with the following requirements. Wireless communication facilities, such as cellular antenna, wireless internet antenna, and commercial broadcasting antenna, shall be subject to the requirements of Article 5, Division 4 Special Land Uses, Wireless Communication Facilities.~~

- ~~a. Ground Mounted Antennae. Regulated reception antenna exceeding one (1) meter (3.28 feet) in diameter in Residential Districts and three (3) meters (9.84 feet) in Non-Residential Districts, are permitted in all zoning districts subject to the following conditions:-~~

- ~~1. Regulated reception antenna shall be located only in a rear yard and shall not be within the required side yard setback. A satellite dish antenna shall be located only in a rear yard.~~
 - ~~2. No portion of an antenna, including a satellite dish antenna, shall be located closer than six (6) feet, measured on a horizontal plane, from any side or rear lot line, or placed on any easement.~~
 - ~~3. The site must be approved by the Planning Commission, which shall require a sketch plan in accordance with Article 5, Division 1: Site Plan Review, indicating the location of the satellite dish and buildings, paved areas and other appropriate site features within one hundred (100) feet of the proposed location.~~
 - ~~3. The height of regulated reception antenna, with the exception of a satellite dish antenna, shall not exceed fifty (50) feet above mean grade or ten (10) feet above the peak of the roofline, in any Residential District, and shall not exceed one hundred (100) feet above mean grade in any other zoning district.~~
 - ~~4. The height of a satellite dish antenna, including any platform or structure upon which the antenna is mounted, shall not exceed fifteen (15) feet in height at its maximum point above mean grade.~~
 - ~~5. The diameter of a regulated reception antenna shall not exceed twelve (12) feet.~~
- ~~b. Building Mounted Antennae. Regulated reception antenna having a diameter of one (1) meter (3.28 feet) or less in Residential Districts and two (2) meters (6.56 feet) in Non-Residential Districts may be attached to the roof of a building, provided that no portion of the satellite dish antenna extends more than thirty-six (36) inches above the highest point of the roof.~~
- ~~c. Roof mounted regulated reception antenna over two (2) meters (6.56 feet) in diameter are permitted in Non-Residential Districts only, provided that the antenna complies with the height requirements of the district in which they are located. Roof-mounted regulated reception antenna shall not be placed on the front of any primary structure.~~
- ~~d. General~~
- ~~1. No advertising or identification display shall be placed on any portion of an antenna or tower, including a satellite dish antenna, except for the name of the manufacturer and serial number.~~
 - ~~2. No more than two (2) antennas, including a maximum of one (1) satellite dish antenna, shall be located on the same lot as a principal building, unless it is a multi-family dwelling. Antennae are permitted only in connection with, incidental to, and on the same lot as a principal building, structure, or use.~~
 - ~~3. The color of the antennae shall be of tones similar to the surroundings.~~
 - ~~4. All electrical and antenna wiring shall be placed underground where applicable.~~
 - ~~5. Antennas shall be securely mounted and anchored in accordance with manufacturer's specifications and building code requirements.~~
 - ~~6. The antenna shall be located and designed to meet the manufacturer's specifications to withstand a wind force of one hundred (100) miles per hour.~~
 - ~~7. The installation of an antenna, including a satellite dish antenna, shall require issuance of a building permit by the Building Official prior to erection.~~

8. ~~If a usable signal cannot be obtained by locating the ground-mounted antenna in the rear yard, the antenna may be located in the side yard of the property subject to the submission of a written affidavit and approval of the Zoning Administrator provided the placing of an antenna in a side yard shall remain subject to all other conditions set forth in this section.~~

Article 4, Division 1: Off-Street Parking and Loading Standards

SEC. 401 General Requirements

Amend the section to add provision “m” to read as follows:

m. **Parking Reduction.** The planning commission or city planner may reduce the total number of spaces by up to twenty percent (20%) than the number required to meet the standards of Section 403 Parking Space Numerical Requirements. If a greater parking reduction is requested, the planning commission may approve fewer parking spaces based on a professionally prepared parking study. However, in no case shall the total parking spaces be reduced by more than 50%.

SEC. 402 Parking Units of Measurements

Amend provisions (a.2) (c) & (d) to read as follows:

a. Floor Area

2. ~~Where the floor area measurement is specified as~~ **For the purposes of determining the off-street parking requirements,** gross ~~leasable~~ floor area (GLFA); ~~parking requirements shall apply to all internal building areas excluding the floor area used for incidental service, storage, mechanical equipment rooms, heating/cooling systems and similar uses, and other areas not intended for use by the general public. Where these areas are not yet defined, leasable floor area shall be considered to be eighty-five percent (85%) of the gross floor area (GFA).~~

c. Employees. Where the number of spaces required is based on the number of employees, calculations shall be based upon the maximum number of employees likely to be on the premises ~~at any one time and may include overlap of employees during shift changes~~ **the peak shift.**

d. Fractional Spaces. When units of measurements determining the number of required parking or loading spaces result in a fractional space, any fraction ~~-equal to or greater than one-half-~~ shall be counted as one (1) additional space.

SEC. 403 Parking Space Numerical Requirements

Amend the table to add parking requirements to upper floor units under residential section to read as follows:

Parking Space Numerical Requirements	
Residential	
Upper floor residential units in non-residential districts	1.0 space per dwelling unit

SEC. 408 Bicycle Parking

Amend provision “a” to read as follows:

- a. For all new development the amount of ~~provided~~ bicycle parking shall be determined in accordance with the following table: ~~Unless otherwise noted in the following table, bicycle parking shall be provided at a rate of 1 bicycle for each 10 vehicle parking spaces provided.~~

Use	Minimum Number of Bicycle Parking Spaces or Bicycle Facilities per Indicated Area or Unit of Measure
Multiple-family residential uses	One space for every 20 units.
Commercial uses	One space for each 2,000 square feet of gross floor area up to 20,000 square feet; 1 space per 5,000 square feet of gross floor area thereafter; a minimum of 4 spaces
Office uses	One space for each 4,000 square feet of gross floor area; a minimum of 4 spaces.
Industrial uses	One space for each 10,000- 20,000 square feet of gross floor area; a maximum of 12 spaces.

Article 4, Division 3: Landscape Standards and Tree Replacement

SEC. 441 Purpose

Amend provision (j) to read as follows:

- j. Encourage drought-resistant species ~~and/ or species native to southeast Michigan.~~

SEC. 448 Standards for Compliance for Existing Sites

Amend the section to read as follows:

In any case where the building and/or parking area is being increased by at least ~~twenty-five~~ **forty** percent (25 **40**%) over the originally approved site plan or is being changed to a more intense use as determined by the planning commission ~~and/or city planner~~, the site shall be brought into full compliance with the landscape standards herein, ~~unless the site conditions prevent full compliance.~~ In ~~instances~~ **cases** where the increase ~~in building and/or parking area is less than twenty-five~~ **forty** percent (25 **40**%) ~~over the original site plan, the extent of new landscaping shall be equal to four percent (4%) of compliance for every one percent (1%) of increase in building or~~

~~parking footprint. For example, a building or parking area increase of ten percent (10%) requires forty percent (40%) compliance with the landscape standards. In cases where no increase in building and/or parking area is proposed, the City Planner may require new or revised landscaping to bring the site into greater conformity with the landscape standards.~~ the site shall be brought into greater conformity with the landscape standards.

The planning commission and/or city planner shall determine the extent of new landscaping by evaluating the following:

1. Size of the land
2. Configuration and size of the existing buildings
3. Relationship to the proposed buildings and uses of land
4. Relationship to adjacent land uses
5. Relationship to existing and proposed thoroughfares.
6. The new landscaping shall protect the character of any adjacent and nearby residential neighborhoods and/or non-residential land uses against any potential negative impact of the project.

Article 4, Division 4: Signs

SEC. 465 Findings and Purpose

Amend provisions (i, i.4, & i.8) to read as follows:

- i. These objectives are accomplished by establishing the minimum ~~number~~ amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the city to:
 4. Assist the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the ~~size~~ number and placement of signs.
 8. Prohibit **all** portable signs **on public property, including, but not limited to, City-owned property**, in recognition of their significant negative impact on traffic safety and aesthetics.

SEC. 466 Sign Definitions

Amend the section to add awning sign and valance definitions to read as follows:

Awning sign: That angled portion of an awning other than 90 degrees.

Awning valance: That portion of an awning consisting of short strips or bands of material hung at the lower edge of the awning.

SEC. 472 Specific Sign Standards

Amend the table under provision (a) and the footnotes to read as follows:

	Wall, canopy, or awning		Freestanding sign			Temporary signs (c)	
District	Number	Maximum size per sign	number	Maximum size per sign	Maximum height	Maximum size per sign	Maximum height
B-1, B-2, LI, O, PTRED, PCD, PUD, MX-1, MX-2, IF	1 per business (1) (6)	15% of front façade, a maximum of 120 square feet (3)	1 sign (3)	30 square feet for businesses fronting roadway of 35 m.p.h. or less (2), (4), (5)	6 feet (5)	30 square feet.	Freestanding sign maximum height is 6 feet

Footnotes:

- (1) Businesses located on a corner lot or in an MX-1 District shall be allowed up to one additional wall sign on the second front façade with an area not to exceed 30 square feet. As a substitution for a freestanding sign, one additional wall sign with an area not to exceed 30 square feet, may be displayed on one side of the building. ~~In office districts one sign per building is allowed.~~ **When a business occupies two or more buildings on the same parcel or adjacent parcels, one additional wall sign per building is permitted. The additional wall sign shall not exceed 30 square feet and may be displayed on one side of the building.**
- (6) Office District – In office districts one sign per building is allowed. However, businesses located on the ground floor with a dedicated exterior entrance may be allowed one additional awning sign. The awning shall be constructed of durable material, maintained to continue its original appearance and provide proper safety to the persons and property it may affect. Awnings shall be coordinated to be compatible with the overall architectural integrity of the building to which it is attached. Awning signs are not permitted above the first floor. Awnings may not extend from the wall at a height of less than ten (10) feet above a public right-of-way. The awning signage shall be only permitted on the awning directly located above the storefront entrance and shall not exceed twenty percent (20%) of the awning face or valance area. Texts or graphics on a valance shall not be more than 8 inches in height; providing at least one (1) inch gap between the text and the top and bottom of a valance.**

Amend provision (b.1.g) to read as follows:

g) Notwithstanding any other provision of this article, each parcel of property shall be allowed, without a permit, temporary non-commercial signage, not to exceed four signs at any one time, no larger than 6 square feet **and no taller than four feet in height per sign** for a period not to exceed 90 days per calendar year.

Article 5, Division 1: Site Plan review

SEC. 501 Uses Requiring Site Plan Review

Amend the use or activity type in the table to read as follows:

Uses Requiring Site Plan Review				
	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
e.	Erection of a tower, antenna, or other communication facility; essential public service buildings and storage yards.		•	•
f	Co-location of a communication antenna upon an existing tower.		•	•
j	An increase in floor area of uses subject to site plan review up to 2,000 square feet or 25% 10% of existing floor area, whichever is less.		•	

Article 5, Division 3: Conditional Land Uses

SEC. 544 Conditional Land Specific Requirements

Amend various sub-sections as listed below:

Amend subsection (d) provisions (1.a.9 & 1.a.10) to read as follows:

d. Automobile or Vehicle Dealership

9.A six-foot-high masonry wall of face brick, six-foot-high simulated brick pattern poured concrete wall. The plan shall detail the location, height and type of wall/fence proposed, shall be located on all property lines which abut any residential district.

10.Where the storage yard abuts residentially zoned property there shall be a ten-foot-wide landscaped greenbelt, between the property line and the fence/wall. Said greenbelt shall be planted in accordance with *Article 4, Division 3 Landscaping*, Section 445.

Amend subsection (e) provisions (1 & 4) to read as follows and reorder the remaining provisions:

e. Commercial Indoor Recreation

~~1.In the B-2 and MX-1 Districts, the use may not exceed 2,500 square feet.~~

~~3~~ 4. The planning commission may regulate the hours of operation, as necessary, when the project is abutting less-intensive or residential uses, as a part of the ~~special~~ **conditional** land use permit.

Amend sub-section (g) to read as follows:

g. Community Center/Places of Worship****

1. In residential zoning districts, community centers or cultural facilities, **churches, synagogues and other places of worship** shall conform to the following requirements and restrictions.

~~a. Residentially-zoned properties not meeting these requirements shall be required to obtain a Special Use Permit.~~

~~a~~ b. They shall be located on a Principal Arterial, Major Arterial, Minor Arterial, **or** Major Collector Street ~~on a site of not less than 1 acres with 250 feet of road frontage.~~

~~e. The buildings shall be located not less than 50 feet from any street and not less than 30 feet from any side or rear property line.~~

~~b~~ d. Parking shall not be provided in the front building setback area.

~~e. A minimum 50-foot in depth buffer shall be provided adjacent to residentially-zoned properties.~~

c. All parking areas shall be screened from adjoining properties by a minimum four-foot, six-inch high masonry wall or similar material suitable to the planning commission. The planning commission may permit the substitution of a landscaped greenbelt or earth berm after submission and review of a landscape plan.

d. The principal building shall comply with all setback requirements of the district in which it is located provided, however, that in no case shall the principal building be located closer than 50 feet from an abutting residential district or residential use.

e. The site plan shall include a floor plan of the proposed structure(s) for use in determining required parking etc., based on proposed uses within the structure.

f. The site plan shall detail any proposed outdoor use areas (playgrounds, shrines, etc.), including means of pedestrian and vehicular access, if applicable.

Amend sub-section (h) provisions (1, 3, & 7) to read as follows:

h. Contractor Storage Yard

1. All such storage shall be located within a rear yard and screened ~~with fencing~~ in accordance with ~~Section 309~~ **Section 557.m Outdoor Storage**.

3. All storage areas shall conform to all district setback requirements for principal uses, ~~but in no case shall outside storage be located closer than 50 feet to residentially zoned property.~~
Where the storage yard abuts residentially zoned property, there shall be a ten-foot-wide landscaped greenbelt between the property line and the wall. Said greenbelt shall be planted in accordance with Article 3, Division 3 Landscaping, Section 447.

7. Outdoor storage and display areas shall comply ~~with all minimum setback requirements for the zoning district or building type~~ **with the requirements of Section 557.m Outdoor Storage**.

Amend sub-section (k) provision (5) to read as follows:

k. Garden Centers/Greenhouse/Nursery

5. All materials stored outdoors shall not be piled or stacked higher than the height of any garden center ~~fencing~~ or wall.

Add a new sub-section and re-order the remaining sub-sections, as applicable:

s. Outdoor Storage

See Section 557.m

Delete sub-section (t) and re-order the remaining sub-sections, as applicable:

~~t. Places of Worship, Assembly, or Gathering~~

~~Churches, synagogues and other places of worship, assembly, or gathering, may be permitted in certain districts specified in this ordinance, subject to the following:~~

- ~~1. The site shall have direct access to a major or secondary thoroughfare as designated on the city's adopted master plan.~~
- ~~2. All parking areas shall be screened from adjoining properties by a minimum four foot, six inch high masonry wall or similar material suitable to the planning commission. The planning commission may permit the substitution of a landscaped greenbelt or earth berm after submission and review of a landscape plan.~~
- ~~3. The principal building shall comply with all setback requirements of the district in which it is located provided, however, that in no case shall the principal building be located closer than twice its height to any property line.~~
- ~~4. The site plan shall include a floor plan of the proposed structure(s) for use in determining required parking etc., based on proposed uses within the structure.~~
- ~~5. The site plan shall detail any proposed outdoor use areas (playgrounds, shrines, etc.), including means of pedestrian and vehicular access, if applicable.~~

Amend sub-section (cc) provisions (4 & 5) to read as follows:

cc. Self-storage Facilities

4. If the site of a self-storage facility directly abuts or lies across the street from a residential district, a masonry screen wall, ~~obscuring fence~~ and/or a landscaped greenbelt shall be provided, at the discretion of the Planning Commission. In deciding what type of screening to require, the Planning Commission shall evaluate which would be most appropriate to the neighborhood area in question.

5. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be screened on all sides by a six-foot high masonry wall of face brick, six-foot high simulated brick pattern poured concrete wall, ~~or a six-foot high treated wood or vinyl obscuring fence~~. The plan shall detail the location, height and type of wall/~~fence~~ proposed.

Article 5, Division 4: Special land Use

SEC. 552 Application Procedure

Amend provision (b) to read as follows:

b. The following materials shall be submitted to the City at least ~~sixty (60)~~ **thirty (30)** days prior to the meeting at which the Planning Commission first considers the special land use application:

1. Payment of the required fee.
2. Copies of completed application forms.
3. Copies of a site plan meeting the requirements of *Article 5, Division 1: Site Plan Review*.
4. Impact assessment if required by the City Planner; the analysis shall be carried out by qualified individuals and shall include but need not be limited to the impact on: natural features, stormwater management, surrounding land uses, public facilities/services, public utilities, and traffic.

SEC. 553 Designated Review Authority and Approval Procedure

Amend provision (b) to read as follows:

b. Following the submission of the required application materials the Planning Commission shall hold a public hearing in accordance with the Michigan Zoning Enabling Act (Public Act 110 of 2006), as amended and with *Article 6, Division 2, Section ~~613~~ **623**, Public Hearings*.

SEC. 557 Special Land Use Specific Requirements

Amend various sub-sections as listed below:

Amend subsection (d) provision (3) to read as follows:

d. Cemeteries

3. No service building shall be located closer than 100 feet to any property line and all service and storage yards shall be screened from view by an obscuring wall ~~or pressure-treated wood fence~~ at least six feet high.

Amend the title of sub-section (h) to read as follows:

h. ~~Private~~ Educational Institutions, including ~~Public, Private, and~~ Parochial Elementary, Middle, and High Schools

Delete sub-section (i) and re-order the remaining sub-sections, as applicable:

~~i. Garden Centers/Nurseries~~

- ~~1. The outdoor storage or material display areas shall not be permitted in any front yard as determined by the Planning Commission. Such areas shall meet all other yard setback requirements applicable to any building in the district.~~
- ~~2. All loading activities and parking areas shall be provided off street and on the same premises.~~
- ~~3. The storage of any soil, sand, mulch, or similar loosely packaged materials shall be sufficiently contained to prevent any adverse effect upon adjacent properties. The outdoor storage of fertilizers, pesticides, and other hazardous materials shall be prohibited.~~
- ~~4. Decorative fences, knee walls, and other architectural features may be required by the Planning Commission for outdoor sales, display, and storage areas to assure compatibility with the existing or intended character of the general vicinity.~~
- ~~5. All materials stored outdoors shall not be piled or stacked higher than the height of any garden center fencing or wall.~~

Amend sub-section (l) to read as follows:

~~l~~ k. Mobile Homes ~~Parks~~

Amend sub-section (m) provision (1, 8, & 11) to read as follows:

m l. Outdoor Storage

1. ~~In B-2 Districts a~~ A special land use approval may be granted for outdoor display, sales, or storage.
8. The storage yard shall be screened on all sides by a six-foot-high masonry wall of face brick; or six-foot-high simulated brick pattern poured concrete wall.; ~~or a six-foot-high treated wood or vinyl obscuring fence. In industrial districts, a fence shall be permitted up to eight (8) feet as permitted in Sec. 308 of this ordinance.~~
 - a. ~~In LI District, the storage yard can be screened on the sides that are visible from the public right-of-way, public view, or any residential district by a screen wall by~~

the provision of the business owners and property owners of abutting properties affirmatively waiving, in writing, the need to provide such screening along their property lines. In such cases, other types of fences in accordance with Section 308 may be allowed to screen the rest of the outdoor yard sides of the property.

- b. In LI District, the screen wall or fence shall be permitted up to eight (8 feet as permitted in Sec 308 of this ordinance.

11. Where the storage yard abuts residentially zoned property, there shall be a ten-foot wide landscaped greenbelt between the property line and the ~~fence~~/wall. Said greenbelt shall be planted in accordance with *Article 3, Division 3 Landscaping, Section 447*

Amend sub-section (o) provision (3) to read as follows:

~~o~~ n. Research or Testing Laboratories

3. Where the outdoor placement of an above ground storage tank is necessary, the storage tank must be completely screened from public view. The screening shall consist of a masonry wall of brick, stone or poured concrete with a decorative pattern ~~or a treated wood obscured fence~~. The design and material of the screening to be approved by the planning commission ~~and city council~~.

Amend sub-section (p) provision (1, 3, 4, & 6) to read as follows:

~~p~~ o. Salvage Yard

1. The salvage yard shall be enclosed on all sides by ~~a solid wall or fence~~ **a masonry wall of face brick or six-foot-high simulated brick pattern poured concrete wall** at least six (6) feet in height. The wall ~~or fence~~ shall be maintained in good repair and shall be free of handbills or other advertising except for approved signs. Non-transparent gates not exceeding forty-eight (48) feet in width shall be permitted in the enclosure.

3. Vehicle parts shall not be stored, loaded, unloaded, or dismantled outside the ~~wall fence~~ enclosing the salvage yard. No vehicle, vehicle bodies, or other materials shall be stored in a manner as to be

4. ~~✱~~Visible from any residence, business, or street from a height at or below the top of the ~~wall fence~~ enclosing the yard.

6. The property shall include at least six (6) acres. The front ~~obscuring fence~~ **screen wall** shall be set back the distance as a principal building in the Industrial District, and all such ~~walls fences~~ shall be set back a minimum of five hundred (500) feet from any Residential District or use. In order to protect surrounding areas, the crushing of vehicles or any part thereof shall be limited to daylight hours, provided that such activities shall not be conducted on Sundays or federally recognized holidays.

Amend sub-section (q) provisions (1, 2, & 3) to read as follows:

q p. Private Student Dormitories

Private Student dormitory rooms, when constructed as a part of an **private** educational institution or campus, may be permitted in certain districts, as specified in this ordinance, subject to the following:

1. The site plan shall conform with *Article 5, Division 1, Site Plan Review and Approval*.
2. The minimum site size for an **private** educational campus which includes a dormitory shall be three acres.
3. An **private** educational campus which includes a dormitory shall be located on a major or secondary thoroughfare as designated in the city's adopted master plan.

Delete sub-section (s) to be consistent with state and federal laws and regulations:

~~s. Utility Structures and transmission system~~

~~1. Local utility buildings or structures. Utility structures, such as but not limited to, electric transformer stations and substations, gas regulator stations, sewer lift stations, and the like, may be permitted in all districts subject to site plan approval and the following standards:—~~

- ~~a. ——— Operating requirements necessitate the proposed location in order to serve the residents of the city.—~~
- ~~b. ——— All such uses shall be completely enclosed and without storage yards.—~~
- ~~c. ——— No structure shall exceed the height limit of the district in which it is to be located.—~~
- ~~d. ——— All buildings shall be designed to be compatible in style and materials with other uses permitted in the district.—~~
- ~~e. ——— No building shall be located closer than 50 feet to any property line abutting land zoned for residential use.—~~
- ~~f. ——— A minimum 15-foot landscaped greenbelt shall be provided around the entire perimeter of the utility building site.—~~
- ~~g. ——— Adequate off street parking shall be provided for any service personnel and all drives and parking areas shall be paved with asphalt or concrete.—~~

~~2. Utility transmission systems. Utility transmission systems, such as but not limited to, high voltage electric transmission lines, high pressure gas pipelines, and oil pipelines shall require special land use approval by the planning commission, subject to the following requirements and standards:—~~

- ~~a. All such utility lines shall follow existing utility corridors where possible, and reasonable, as determined by the planning commission.—~~
- ~~b. Selective clearing techniques shall be used throughout a utility corridor or property for installation of towers, lines, pipelines, service roads, drainage facilities, and similar facilities. Existing vegetation shall be maintained, whenever possible, throughout the remainder of the corridor not affected by the actual installation of approved facilities.—~~
- ~~c. Any area destroyed by necessity in the construction of such approved facilities, may be subject to conditions imposed by the planning commission for its immediate restoration by replanting or similar techniques.—~~

- d. ~~During construction or repair of any facilities approved hereunder, the following shall be required:-~~
1. ~~All internal roads shall be kept dust free.-~~
 2. ~~Any damage to public or private roads, fences, structures, or facilities shall be repaired immediately.-~~
 3. ~~No wastes or spoils of any kind, such as tree stumps, construction wastes, trash and the like, shall be left after construction or repair operations are complete.-~~
 4. ~~All construction operations shall be confined to daylight hours, Monday through Saturday, unless permitted in writing by the planning commission.-~~
- e. ~~The existence of one line or facility approved hereunder does not imply permission to erect any other lines or facilities other than those originally permitted.-~~

3. ~~Utility transmission buildings or structures.~~ Utility transmission structures, such as but not limited to, high voltage electric stations, gas compressor stations, and similar facilities; ~~excluding oil storage facility, and wireless communications, receiving or transmitting towers,~~ shall require special land use approval by the planning commission ~~be permitted subject to the following requirements and standards:-~~

a) ~~The following types of utility transmission structures shall be permitted after special land use approval, only in the listed districts:~~

Use	District
Electric stations-	All districts-
Telephone exchange buildings-	All districts-
Gas compressor stations-	LI-
Oil storage facility-	LI-
Wireless communications tower-	O, LI, B 2, PTRED, PCD-

b. ~~In order to provide a pleasing community appearance and to prevent noise levels, odors, dust, and similar external physical effects from adversely affecting adjoining properties, all equipment shall be completely enclosed within a building, unless the setback and screening guidelines specified in subsection 3 below are followed, as approved by the planning commission.-~~

c. ~~If the equipment proposed will not be enclosed within a building, a setback of 300 feet from all property lines shall be required. In addition, an obscuring, landscaped buffer shall be provided, based on the following guidelines, as determined by the planning commission after considering the type, size, height, and anticipated noise levels of all equipment being proposed:-~~

1. ~~A landscaped earthen berm at least six feet high with a 3:1 side slope, along all sides of the equipment.-~~
 2. ~~An obscuring fence or a masonry wall at least six feet high, completely surrounding the equipment.-~~
 3. ~~Any combination of the above requirements approved by the planning commission.-~~
- d. ~~All buildings permitted under this section shall be setback at least 100 feet from all adjoining property lines. Expansions of transmission facilities, which~~

~~facilities existed prior to the effective date of this amendment, may be placed within 100 feet of an adjoining property line only after approval of the planning commission and only when fully enclosed within a building.~~

~~e. — Where there will be employees stationed at the utility building on a permanent or intermittent basis, adequate off-street parking shall be constructed with an asphalt or concrete surface.~~

~~f. — There shall be no outdoor storage of equipment and/or materials which are not necessary for daily operations of any utility building site, except those which are necessary for safety or emergency repairs at that particular utility transmission structure site.~~

Delete sub-section (t) to be consistent with state and federal laws and regulations:

~~t. Wireless Communication Facilities~~

~~1. — The applicant shall demonstrate the need for the proposed facility to be located as proposed based upon the presence of one or more of the following factors:~~

~~a. Proximity to major thoroughfares;~~

~~b. Population concentrations;~~

~~c. Business centers;~~

~~d. Signal interference;~~

~~e. Topography;~~

~~f. Other specifically identified reason(s) creating facility need.~~

~~2. — The proposal shall be reviewed in conformity with the colocation requirements of this section below.~~

~~3. — Facilities shall not be demonstrably injurious or otherwise detrimental to the public safety and welfare.~~

~~4. — Facilities shall be located and designed to be harmonious with the surrounding areas. The use of monopole towers shall be required unless the applicant demonstrates that monopole towers are not feasible for the proposed use.~~

~~5. — Wireless communication facilities shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions.~~

~~6. — Applicants shall demonstrate a justification for the proposed height of the structures and an evaluation of alternative designs which might result in lower height.~~

~~7. — The following additional standards shall be met:~~

~~a. The maximum height of the support structure and antenna shall be the minimum height demonstrated to be necessary for reasonable communication by the applicant (and by other entities to co-locate on the structure). No wireless transmission tower in excess of 100 feet in height shall be located closer than 2,000 feet to any other such tower. Accessory buildings shall be limited to the maximum height for accessory structures within the respective district.~~

~~b. — The setback of the support structure from any property line and existing or proposed road right-of-way line shall be at least the height of the highest point of the support structure. Multiple towers on the same parcel or adjoining parcels shall each meet the above criteria and be separated from any other tower for a distance at least equal to the height of the tallest tower.~~

- ~~e. There shall be unobstructed access to the facility for operation, maintenance, repair and inspection (may be provided by an easement).~~
- ~~d. — The division of property for the purpose of locating a wireless communication facility is prohibited unless all zoning requirements and conditions are met.~~
- ~~e. Rooftop wireless communication facilities shall be architecturally compatible with the principal building.~~
- ~~f. The Planning Commission may regulate the color of the support structure and all accessory buildings to minimize distraction, maximize aesthetic appearance, and ensure compatibility with surroundings, subject to regulations of the Federal Aviation Administration. In addition, the Planning Commission may require additional landscaping and/or screening where the Planning Commission determines such screening and/or landscaping is necessary to mitigate the negative visual and aesthetic impacts of the facility on the surrounding land uses.~~
- ~~g. — Support structures shall be constructed in accordance with applicable building codes. A soils report from a geotechnical engineer, licensed in the State of Michigan shall be submitted. This report shall include soil borings and confirmation of the suitability of soils for the proposed use. Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission requirements shall be noted.~~
- ~~h. — A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility.~~
- ~~i. There shall be no outdoor storage of equipment and/or materials, except those which are necessary for emergency repairs at that particular site (which may be temporarily stored during the emergency).~~
- ~~j. The application shall include a certification by a State of Michigan licensed Professional Engineer regarding the manner in which the proposed structure will fall.~~
- ~~k. — The application shall include a description of security to be posted at the time of receiving a building permit to ensure removal of the facility when it has been abandoned or is no longer needed. The security shall be in the form of cash, surety bond, letter of credit, or an agreement in a form approved by the city attorney and recordable at the register of deeds, establishing a promise of the applicant and owner of the property to remove the facility in a timely manner as required under this section of the ordinance. The applicant and owner shall be responsible for the payment of any costs and attorneys' fees incurred by the city in securing removal.~~
- ~~l. The application shall include a map showing existing and known proposed wireless communication facilities within the city and areas within three miles surrounding the city. If the information is on file with the city, the applicant shall update as needed. Any such information which is trade secret and/or other confidential commercial information may be submitted with a request for confidentiality in connection with the development of governmental policy. This ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be made in writing.~~

- m. ~~—The applicant shall provide the name, address and phone number of the person to contact for all engineering, maintenance and other notice purposes. This information shall be continuously updated while the facility is on the premises.~~
8. ~~—Special requirements for wireless communication facilities proposed outside districts where they are permitted after special land use approval. Applications for facilities which are proposed to be located outside of a district where they are permitted as a special land use, shall conform with the following standards, along with those in subsection A. above:~~
- a. ~~The applicant shall demonstrate that a location within a district where the facility is permitted as a special land use cannot reasonably meet the coverage and/or capacity needs of the applicant.~~
 - b. ~~—Wireless communication facilities shall be of a design such as (without limitation) a steeple, bell tower, or other form which is compatible with the existing character of the proposed site, neighborhood and general area, as approved by the city.~~
 - c. ~~The applicant shall seek to locate the facility at one of the following sites (not in any priority), subject to application of all other standards contained in this section:~~
 - 1. ~~Municipally owned site.~~
 - 2. ~~Other governmentally owned site.~~
 - 3. ~~Religious or other institutional site.~~
 - 4. ~~Public park and other permanent open space areas.~~
 - 5. ~~Other locations if none of the above is available.~~
9. ~~—Requirements for colocation.~~
- a. ~~A special land use permit for the construction and use of a new wireless communication facility shall not be granted unless and until the applicant demonstrates that colocation is not feasible.~~
 - b. ~~—All new and modified wireless communication facilities shall be designed and constructed so as to accommodate colocation.~~
 - c. ~~The policy of the city is "pro colocation." Thus, if a party who owns or otherwise controls a wireless communication facility shall fail or refuse to alter a structure so as to accommodate a proposed and otherwise feasible colocation, such facility shall be deemed to be a nonconforming structure and use.~~
 - d. ~~—If a party who owns or otherwise controls a wireless communication facility shall fail or refuse to permit a feasible colocation, and this requires the construction and/or use of a new wireless communication facility, the party failing or refusing to permit a feasible colocation shall be deemed to be in direct violation and contradiction of the policy, intent and purpose of the city and consequently such party shall take responsibility for the violation, and shall be prohibited from receiving approval for a new wireless communication support structure within the city for a period of five years from the date of the failure or refusal to permit the colocation. Applicants to the zoning board of appeals regarding this provision must demonstrate that enforcement of the five year prohibition would unreasonably discriminate among providers of functionally equivalent wireless communication services, or would have the effect of prohibiting the provision of personal wireless communication services.~~
10. ~~—Incentive.~~

- ~~a. Review of an application for colocation shall be expedited by the city through administrative review and approval of proposed colocation of wireless communication facilities where the application involves the colocation of a new wireless communication facility antenna on an existing wireless communication facility support structure which is in conformance with the provisions of this section.~~
- ~~b. ——— Where the application involves the colocation of a new wireless communication facility antenna on a building, water tower, church steeple, stadium light pole, or similar structure, as determined by the Planning Commission, the required 300-foot setback shall not apply.~~
- ~~c. Review of an application for colocation shall be expedited by the city.~~
- 11. ~~Removal.~~
 - ~~a. A condition of every approval of a wireless communication facility shall be adequate provision for removal of all or part of the facility by users and owners upon the occurrence of one or more of the following events:~~
 - ~~b. ——— When the facility has not been used for 180 days or more. For purposes of this section, the removal of antennas or other equipment from the facility, or the cessation of operations (transmission and/or reception of radio signals) shall be considered as the beginning of a period of nonuse.~~
 - ~~c. Six months after new technology is available at reasonable cost, as determined by the Planning Commission, which permits the operation of the communication system without the requirement of the support structure.~~
 - ~~d. ——— The situations in which removal of a facility is required, as set forth in paragraph 1. above, may be applied and limited to portions of a facility.~~
 - ~~e. Upon the occurrence of one or more of the events requiring removal, the property owner or persons who had used the facility shall immediately apply for any required demolition or removal permits, proceed with, and complete the demolition/removal.~~
 - ~~f. If the required removal of a facility or a portion thereof has not been lawfully completed within 60 days of the applicable deadline, and after at least 30 days written notice, the city may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn, collected and/or enforced from or under the security posted at the time of application.~~

Article 6, Division 1: Non-Conforming Uses, Structures, and Lots

SEC. 600 Non-Conforming Uses, Structures, and Lots, in General

Amend provision (b) to read as follows:

- b. It is the intent of this Division to permit these non-conformities to continue until they are removed, but not to encourage their continuation. Such non-conforming uses and structures are declared by this Division to be incompatible with permitted uses in the districts involved. It is further the intent of this Division that non-conformities shall not

be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

SEC. 604 Non-conforming Structures

Amend provisions (c & d) and add provision (e) to read as the follows and re-order the remaining provisions, as applicable:

- c. Any addition greater than ~~25%~~ **40%** of the gross floor area of the principal building shall require the entire addition to fully meet the setback and build to standards.
- d. Any addition less than ~~25%~~ **40%** of the gross floor area of the principal building is required to meet the architectural and site standards but may be granted flexibility by the Planning Commission with bringing the building into greater conformity with the setback and build to standards.
- e. For standards c & d above, where any existing side or rear part of the structure is non-conforming with the setback standards, the addition may be built to the same structure line. In no way shall the addition extend closer to the lot line than any existing, non-conforming part of the structure.

**City of Oak Park
Budget Calendar
Fiscal Year 2023-24**

Public

City Manager gives Council budget update	04/17-04/21/23
City Council budget review session	04/17-04/21/23
City Council budget review session	04/24-04/28/23
City Council budget review session	04/24-04/28/23
City Council budget review session (if needed) / public hearing request	5/1/2023
Budget public hearing noticed published	5/3/2023
Budget public hearing	5/15/2023
Final budget, fee schedule and millage rate adoption	5/15/2023



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 20, 2023

AGENDA #:

SUBJECT: Senior Center Matching Grant Award

DEPARTMENT: Recreation

SUMMARY: The Oak Park Recreation Department received a \$250,000 matching grant from Oakland County Healthy Aging. This money was allocated through the American Rescue Plan Act to assist senior centers in the county with improvements such as capital, technology, infrastructure, and equipment improvements. We will be using this funding to help equip a new commercial kitchen within a newly planned year-round Farmer's Market/Community Event facility. With the commercial kitchen in the same location as the Farmers Market this allows for cooking classes and nutrition education, increases the opportunity for hands-on experience in preparing healthy foods. Partnerships will be developed to provide congregate meals for seniors. These partnerships can include but not be limited to vocational and culinary schools, local hospitals, and food banks. We anticipate that local Meals on Wheels will use the new facility as a distribution site, enabling meals to be delivered to homebound seniors and/or those with disabilities.

RECOMMENDED ACTION: Authorize the City of Oak Park Recreation Department to execute an Interlocal Agreement with Oakland County for Local Fiscal Recovery Fund Distribution. The grant matching amount of \$250,000 to equip a new commercial kitchen in the Farmer's Market/Community Event Hub and to authorize the Mayor and City Manager to sign the agreement on behalf of the city. Funds received from this grant must be used by December 31, 2026.

APPROVALS:

Director: _____ LS _____

City Manager: _____ ET _____

Finance Director: _____ SC _____

EXHIBIT: Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Oak Park- Senior Center

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Oak Park**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Oak Park ("Public Body") 14300 Oak Park Blvd, Oak Park MI 48237. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners approved amended Miscellaneous Resolution #22-280 and assigned \$5,000,000 in ARPA LFRF funds to support Oakland Together Senior Initiatives, a grant program to provide Oakland County local governments and nonprofit senior organizations with financial assistance for senior center enhancements, such as capital, technology, infrastructure, equipment improvements, and/or professional development.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Oak Park including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$250,000 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER):
EMJ3KP5S4516
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END: **Time of invoice from City of Oak Park – December 31, 2026**
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson, unless another person is designated in writing by the County.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B**, which is attached hereto and incorporated as part of this Agreement.

- b. Public Body shall invoice the County for the grant amount listed in 2.a. after this Agreement is executed.
- c. Public Body shall submit to Oakland County quarterly reporting on the grant funds, including:
 - 1. Project progress reports, including completion of deliverables included in project scope;
 - 2. Accounting of incurred expenses and grant funds expended; and
 - 3. Any other relevant information or records, to be determined by County.
- d. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.
- b. County shall pay the invoice provided by the Public Body within 30 days of receiving it from the Public Body.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and

management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and

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

13. TERMINATION OR CANCELLATION OF AGREEMENT.

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has received.
- c. If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. SETOFF OR RETENTION OF FUNDS

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328.
 - b. If Notice is sent to Public Body, it shall be addressed to: 14000 Oak Park Blvd, Oak Park MI 48237
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT**.
 - a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____ DATE: _____
Marion McClellan, Mayor, City of Oak Park

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

WITNESSED: _____ DATE: _____
Ed Norris, City Clerk, City of Oak Park

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

Project Scope

Funding would help equip a new commercial kitchen within a newly planned year-round Farmer's Market/Community Event facility. Having the Farmer's Market in the new facility provides access to locally grown Michigan produce for seniors. With the commercial kitchen in the same location as the Farmers Market allowing for cooking classes and nutrition education, increases the opportunity for hands-on experience in preparing healthy foods. Partnerships will be developed to provide congregate meals for seniors. These partnerships can include but not be limited to vocational and culinary schools, local hospitals and food banks. The building will be a year round space that provides for open air when weather permits. This allows for adequate space for continued social distancing, providing a safe environment for senior residents to participate in a variety of classes and other gatherings. Programs will include physical fitness classes encouraging healthy lifestyles and social cohesion. We anticipate that local Meals on Wheels will use the new facility as a distribution site, enabling meals to be delivered to homebound seniors and/or those with disabilities.

Please identify the Long-Term benefits of this program for the community.

Overall, we anticipate the new Farmer's Market/Community Event facility becoming a place where senior community members meet and gather, expanding the accessibility and inclusivity of programming for health and connectivity of the Oak Park senior community. With the funding of the commercial kitchen, this will help draw senior residents to the new center. It will allow for cooking and nutrition classes that will maximize efficiency of meal planning for those on a fixed monthly budget. These programs provide opportunities for healthy eating and food access, which leads to improving individual health overall, and increased sense of community well-being through connectedness and social cohesion.

Please indicate the planned use of the matching funds.

The specific planned use of the matching funds is to purchase kitchen equipment for the new commercial kitchen and the nutrition educational classroom which includes the following:

Infrastructure:

- Ventilation/exhaust system with fire suppression
- Plumbing
- Electrical
- Flooring
- Wall coverings
- Ceiling tiles
- Lighting fixtures
- Serving window
- ADA accessible doorways

Appliances

- Commercial dishwasher, garbage disposal, range with double ovens and side griddle, convection oven, refrigerator, stand up freezer, ice machine, double urn coffee machine

Kitchen equipment/supplies/nutrition classroom furnishings

[Type text]

- Commercial blenders, rolling racks, baking sheet pans, chafing pans, mixing and serving bowls, cutting boards, colanders, etc.
- Stainless steel counters three compartment sink for washing, three compartment sink for food preparation, hand washing sinks, tables, chairs, Large screen TV, portable cook top

Please indicate the planned use of the matching funds

Using estimates from existing vendors, we expect the total cost of this project to be between \$500,000 - \$650,000. Matching funds from the City's Parks and Recreation Improvement Fund will pair with the awarded funds to complete this project. Any remaining costs beyond the awarded amount and matching funds will also be taken from the Parks and Recreation Improvement Fund.

Implementation Plan

For this project we will go through the City's formal bidding process for the infrastructure items. Other items (appliances, kitchen equipment, supplies, and nutrition classroom furnishings) will be purchased based on comparative rates. Matching funds will come from the Parks and Recreation Improvement fund FY 24-25 and would be released and dispersed as needed upon completion and purchase during the installation period of late fall 2024/winter 2025. Additional funds needed beyond \$500,000 for the total project would also come from the Parks and Recreation Improvement Fund at the time of completion.

Project Cost Estimate

Infrastructure - \$300,000 - \$350,000

Appliances - \$125,000 - \$150,000

Kitchen Equipment/supplies/nutrition classroom - \$75,000 - \$150,000

Total Project Cost - \$500,000 - \$650,000

Timeline

January 2023 – Grant Notification Letters

February 2023 – Funds distributed after the approval from the Board of Commissioners

Summer 2024 – Construction to start on the Farmer's Market/Community Event Facility

July 2024 – Formal Bid Process

August 2024 – City Council to approve vendors

Late Fall/Winter 2024/25 – Installation of infrastructure and equipment in Commercial Kitchen

Spring 2025 – Project Completion

EXHIBIT B

Maximum Grant Award	Local Match
\$250,000.00	\$250,000

The Council of the City of Oak Park acknowledges that the costs of project planning will be split evenly between the grant award and city funds. The Council of the City of Oak Park further acknowledges and that the grant award will equal the local match up to \$250,000.00 and that the grant award will not exceed said amount.

Sales proposal



QUOTE PREPARED FOR
City of Oak Park

PREPARED BY
Steve Kuznetsky
Account Executive, Majors
steve.kuznetsky@ringcentral.com

Our mission is to make communications simple and effortless for everyone

Say goodbye to complicated legacy systems and hello to cutting-edge technology with a secure, one-stop solution for all your communications needs. Your teams will have all the accessibility they need to seamlessly communicate and collaborate from anywhere, becoming more productive, effective, and efficient as a result.

Our cloud-based communications and collaboration platform offers much more than traditional office phone systems, VoIP business phone service, or virtual PBX. It includes a comprehensive set of business capabilities that unify voice, video, team messaging and collaboration, SMS, conferencing and online meetings, contact center, and fax.

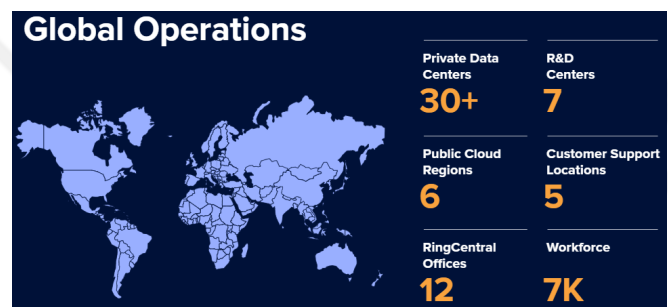


Global | Open Platform | AI | Analytics

All-inclusive cloud communications and collaboration system

Ease of management

- Manage all offices and users with a single easy-to-use interface from anywhere, including mobile devices
- Enjoy complete administrative control, self-service capabilities for users, and reduced dependence on service providers



Open platform

- Over 230 ready-to-use integrations with business cloud apps, including Microsoft Office 365, Salesforce,
- ServiceNow, Zendesk, and Google G Suite; for the latest, refer to <https://www.ringcentral.com/apps>
- Developer platform with open APIs and SDKs to enhance business workflows with custom integrations

Global availability: Wherever you are, we're there for you!

- Deploy and manage a single solution globally in 40+ countries
- Instantly provision and activate employees in countries with local capabilities
- Number availability in over 100 countries
- Multi-lingual product and support
- Product localization in 15+ languages and multi-lingual support



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Awards and industry recognition

RingCentral is a leader in cloud-based business communications and collaboration solutions.

	A Gartner Magic Quadrant Leader for UCaaS, Worldwide, 6 years in a row
	#1 Leader in the IHS Markit North American UCaaS Scorecard, 3 years in a row
	Leader in The Forrester Wave for UCaaS Providers, 2019
	Frost & Sullivan Company of the Year 2019, 2017, and 2016
	Leader in the Aragon Research Globe for UCC, 3 years in a row
	Best in Communications APIs, 2019
	API the Docs - Best Developer Dashboard
	Developer Week Devies - Best in Communications Innovations 2020
	IDC MarketScape names RingCentral a Worldwide Leader for UCaaS Service Providers for Enterprise and SMB

Resources

RingCentral service portal—login.ringcentral.com

Trust Center—ringcentral.com/trust-center.html

Online training and educational resources—support.ringcentral.com

See our ever growing list of customers and industry-relevant case studies here:

<https://ringcentral.com/whyringcentral/casestudies.html>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Budgetary Quote

Prepared for:

City of Oak Park
14000 Oak Park Blvd
Oak Park MI 48237
United States

Ricardo Singson

IT Director

rsingson@oakparkmi.gov

(248) 691-7400

Quote Name: City of Oak Park 2
Quote Creation Date: November 21st, 2022
Quote Expiration Date: February 17th, 2023
Estimated Contract Start Date: November 30th, 2022
Initial Term: 60 Months
Renewal Term: 12 Months
Currency: USD
Payment Plan: Monthly

RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
Additional Local Number	26	\$0.99	\$25.74
DigitalLine Unlimited Standard	118	\$17.49	\$2,063.82
DigitalLine Unlimited Standard		\$12.99	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	15	\$9.49	\$142.35
DigitalLine Basic		\$4.99	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
RingCentral Video	1	\$0.00	\$0.00
Polycom Trio 8500 Conference Phone - Rental	3	\$12.75	\$38.25
Polycom VVX 150 Business IP Phone - Rental	30	\$2.25	\$67.50
Polycom OBi302 ATA - Rental	15	\$2.25	\$33.75
TotalMonthlyPrice*			\$2,371.41



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Total Amount*	\$2,371.41
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*Does not include taxes and fees.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States



Managed Cloud Phone System Support Services For The City of Oak Park.

Prepared By:	Aaron Smith
Document Version:	1
Last Updated On:	January 27 th , 2023



Summary of Services

Overview

Due to the very nature of a converged telecommunications environment in today's world, the ability to come to a single source for both telecommunications hardware and services is critical to a successful end-user experience. ChoiceTel brings both the systems and the services together for our enterprise clients, providing a simple, single touch for –

- Issue Resolution
- Technology Recommendations
- Everyday management challenges
- Holistic architecture reviews and improvement plans

We believe that having a full understanding of your telecommunications environment combined with the capabilities to manage each aspect, provides for an expeditious response to solving problems for your end users.

Knowing you have someone on your side managing the provider AND the equipment, covering all aspects of your communications environment, raises your end user's confidence level. In addition, it provides ChoiceTel, as your partner, with the necessary tools to truly provide a better overall support experience. We successfully work very closely with the end users and/or business, believing that the closer you are to the actual need or requirement, the more efficiently your problems can be solved.

With your business in mind first, we will work to customize the best possible approach to delivering real value to your business. We recognize and value the diversity of various business approaches and we will work hard to meet and exceed your expectations.

Our customers rest easy, knowing that we are managing this very important component to their technology success. From the initial technology analysis, to implementation, invoice review, to ongoing support and trouble resolution, ChoiceTel is *your* dedicated success partner.



General Scope of Work for Cloud Phone System Managed Support Services

Specific items included in this Scope of Work

1. Isolate and resolve escalated Cloud Phone System-related issues for The City of Oak Park.
2. Perform level 1-3 and above moves, adds, and changes as requested by The City of Oak Park.
3. Assist with voice-related carrier issues and escalate accordingly.
4. ChoiceTel will work with and contract on behalf of The City of Oak Park with additional vendors as necessary, i.e. to complete wiring requirements in advance of new implementations on as needed basis and with prior approval.
5. ChoiceTel staffing is available during normal business hours (8 am-5 pm EST), Monday – Friday.
6. After-hours support will be handled by RingCentral support. For sustained emergency outages and planned support, ChoiceTel will be available for additional support and escalations.

Specific items not included in this Scope of Work

1. LAN management
2. Router management
3. WAN related issues
4. Extended troubleshooting of desktop and laptop pc's beyond basic Cloud Phone System desktop application.

Tasks, Costs and Term

1. Remote Technical assistance and on-site assistance in escalated scenarios.
2. Availability for general and technical questions.
3. Assist in non-critical and critical system issues.
4. Escalate as needed within Cloud Phone System and within The City of Oak Park.

Cloud Phone System Support Overview



5. Executive guidance to drive strategy and vision around the Cloud Phone System.
6. On-the-job knowledge building and mentoring of The City of Oak Park technical staff.
7. Monthly Cost of \$1,800.00/Month (up to 10 hours/month), billed quarterly in advance.
8. Approved travel and expenses will be billed back to The City of Oak Park.
9. Special Projects and Hours in excess of 10 hours/month will be invoiced when applicable.
10. Term: This SOW shall continue for 12 months following the execution by Customer and will renew for an equivalent term.
11. Any overage over the 10 hours a month will be billed at \$375.00 an hour. For sustained hours over the 10 hours a month, a new agreement for \$2,700.00/month (up to 15 hours/month) is available.

Implementation and Training Projects

1. Technical training projects for the help desk or IT team will be compensated through professional support hours as special projects.
2. New Cloud Phone System implementations will be handled individually and quoted separately since they are performed on an inconsistent basis.
 - a. Each site will receive a specific Statement of Work with applicable pricing relative to their individual requirements.
 - b. Work may be done remotely or on-site supporting the City of Oak Park technical staff member.

Service Level Objectives:

1. Moves, Adds, and Changes –
 - a. Target: For standard move, add or change requests ChoiceTel shall complete the request within 1 Business Day from receipt.
 - b. If the number of standard moves, adds or change requests received exceed 3, which falls outside of the average number of requests on a typical day, ChoiceTel will provide its commercially reasonable efforts to respond as quickly as possible and resolve each request within reason categorized by criticality and urgency.

Cloud Phone System Support Overview



- c. ChoiceTel will inquire with The City of Oak Park as to any internal incident tracking numbers related to the MAC request and this will be logged in the ChoiceTel ticketing system.
- 2. Outages (Entire Site/Office) –
 - a. Target: For an individual Cloud Phone System site outage of key or critical business functionality (i.e. Outage does not necessarily require the entire system to be offline/non-functional) affecting an entire site or office ChoiceTel shall provide the following:
 - i. Initial review 30 minutes from receipt, the City of Oak Park will notify ChoiceTel of all outages via phone call to ChoiceTel's support center to drive immediacy in response.
 - ii. Hourly status updates until the outage is resolved; alternatively, when status change is scheduled and pending, or as updates at another interval are available and agreed upon by both parties
 - iii. Testing functionality, once the outage has been resolved
 - iv. The City of Oak Park acknowledges that ChoiceTel is limited by the SLA policy of Cloud Phone System or other third-party vendors including the City of Oak Park's internal IT support structure and cannot control the timeline and RCA deliverable in every case.
 - v. ChoiceTel will inquire with the City of Oak Park as to any internal incident tracking number(s) related to the Outage and this will be logged in the ChoiceTel ticketing system.
- 3. Troubleshooting (individual) –
 - a. Target: For any individual user troubleshooting issue, ChoiceTel shall provide initial contact within 1 hour of receipt. The City of Oak Park will notify ChoiceTel via phone call into ChoiceTel's support center to drive immediacy in the response for urgent and critical users.
 - b. ChoiceTel will inquire with the City of Oak Park as to any internal to incident tracking number(s) related to the troubleshooting request and this will be logged in the ChoiceTel ticketing system.
- 4. Reporting: ChoiceTel will track and provide reporting on the aforementioned metrics in addition to summary reporting of the activity on

Cloud Phone System Support Overview



- a quarterly or bi-annual basis. Additionally, The City of Oak Park and ChoiceTel shall review the SLA metrics.
5. Process and Procedure Creation
 - a. It is agreed for the first 90 days of Support services that the Service Level Objective Targets will be waived as ChoiceTel and The City of Oak Park are building processes, procedures and reporting that will support the target goals.
 6. Further Exceptions
 - a. Both parties agree that during times of unexpected outages or issues, priority will be given to resolving outages over Item 1, Moves, Adds, and Changes, and Item 3, Trouble Shooting (individual), and as such, the Targets will be waived during these occurrences.
 7. ChoiceTel and The City of Oak Park reserves the right to adjust the Monthly Costs under mutual agreement for the following circumstances:
 - a) The City of Oak Park adds a substantial amount of work not originally included in this agreement or scope.
 - b) Should there be technology changes that occur and are required by The City of Oak Park after the initial 12-month term for each site, the ChoiceTel reserves the right to negotiate the monthly cost to accommodate for the additional work effort involved in the required changes.
- C) ChoiceTel and The City of Oak Park will review the monthly rate paid to ChoiceTel every 6 months to ensure that the amount remains adequate for the work performed during the term of this agreement.
- B. Hours of Operation**
1. On hours: Monday – Friday, 8 am-5 pm eastern time
 2. After-hours support is rated at one and a half times the above rate. Sunday and Holiday hours support are rated at twice the above rate.
 3. Holidays: All major holidays including, Observed New Year's Day, Presidents Day, MLK Day, Memorial Day, Observed Independence Day, Labor Day, Thanksgiving Day and Day after, Observed Christmas Eve and Observed Christmas Day. Should any of these holidays fall on a weekend, the nearest weekday preceding or following the holiday is considered the holiday.



- C. Professional Services Hourly Bundles _____ Initials**
1. If applicable, The City of Oak Park chooses to have ChoiceTel conduct a Project as detailed in an associated Statement of Work.
 2. Professional Services Hourly Bundles are renewable as needed.
 3. Once the chosen option is nearing exhaustion, ChoiceTel will issue another invoice for the same option initially chosen unless notified otherwise. Should the Contracting party's hours be exhausted, and The City of Oak Park does not renew, the base hourly rate shall be \$375.00 per hour for any overage above and beyond the bundle of hours approved.
 4. Professional Services Hourly Bundles never expire and may be used as needed. If there is a change in the Scope of Work, ChoiceTel may require up to 60 days advanced notice before beginning a new project. ChoiceTel will review any new requirements with The City of Oak Park and mutually agree to the new Scope of Work.
 5. Professional Services Hourly Bundles are due upon invoice receipt.
- 3.** The City of Oak Park acknowledges that ChoiceTel is acting in a consulting capacity only and will be providing certain advice and recommendations; further that The City of Oak Park releases and waives any and all claims against ChoiceTel, its agents, its employees, officers, shareholders and directors arising out of the services rendered by ChoiceTel and the result therefrom. The City of Oak Park further agrees to indemnify and hold harmless ChoiceTel and its employees, officers, shareholders, and directors harmless from any and all claims asserted against ChoiceTel with respect to the subject matter contained herein including but not limited to any and all damages and expenses incurred by The City of Oak Park of whatsoever kind and nature.
- 4.** Nothing contained herein shall be construed to obligate ChoiceTel to provide consulting services exclusively to the Contracting Party.
- 5.** Any recruiting for employment of ChoiceTel's or The City of Oak Park's employees by either party is strictly prohibited. Under these circumstances, ChoiceTel or The City of Oak Park reserves the right to seek and recover damages.

Cloud Phone System Support Overview



6. The City of Oak Park shall construe nothing in this Agreement to constitute an agreement for the employment of the ChoiceTel.
7. The City of Oak Park shall work exclusively with ChoiceTel during the term of this agreement.
8. Expenses: All travel-related or other expenses will first be approved by The City of Oak Park and paid directly by The City of Oak Park or reimbursed to ChoiceTel within 30 days of receipt.
9. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement or any provision contained herein shall not be affected.
10. All necessary documents needed to perform consulting work on behalf of the Contracting Party, such as a letter of agency, and scope of work is required.
11. At the conclusion of the term, this Agreement will renew for the same term, at the current costs, unless either party provides a 60-day written notification indicating cancellation of this Agreement prior to the renewal.

Items needed to perform Scope of Work

1. The City of Oak Park will provide company structure, site location information, site contact, IT Contact, inventory, and any other pertinent information to ChoiceTel, which is necessary to properly comprehend internal issues of importance and priority.
2. The City of Oak Park will provide information concerning any changes in the environment that may affect the performance of the Cloud Phone System.
3. Controlled list of authorized people that are able to make service-altering requests.
4. The City of Oak Park contact person for IT components that may affect the Cloud Phone System.
5. Network diagram of existing WAN, including standard practices for LAN, DHCP, and any other specific pertinent information regarding the

Cloud Phone System Support Overview



- technologies deployed across The City of Oak Park's network that may affect the operability of a healthy Cloud Phone System implementation.
6. The City of Oak Park contact person for network-related issues to work with as needs arise.
 7. Full access to all Cloud Phone System-related items on The City of Oak Park network, including remote logins for ChoiceTel support reps.
 8. Detailed information concerning any issues The City of Oak Park is experiencing with the Cloud Phone System application.
 9. Bi-annual executive review meetings with The City of Oak Park IT leadership to review key projects, metrics, opportunities, concerns, etc.
 10. ChoiceTel must be listed as the partner of record with Cloud Phone System in order to appropriately support The City of Oak Park's systems.

All other conditions remain the same and both parties agree and approve of this agreement by the signatures noted below.

Agreed to by:

Signature

Signature

Diane Smith CEO/President

The City of Oak Park

Choice Telecommunications, Inc

Printed Name, Title

Printed Name, Title

Date

Date



Managed Cloud Phone System Implementation Services For The City of Oak Park

Prepared By:	Aaron Smith
Document Version:	1
Last Updated On:	Jan 27 th , 2023



STATEMENT OF WORK FOR INSTALL

This statement of work outlines the understanding between the City of Oak Park (customer) and Choice Telecommunications, Inc. (ChoiceTel) as to specific services to be performed by ChoiceTel as described below.

I. Project Purpose

The City of Oak Park wishes to engage ChoiceTel to configure, install and provide training for a Ring Central system located at 14000 Oak Park Blvd, Oak Park, Michigan 48327. The scope of this implementation is outlined below.

II. Project Scope

The scope of the project shall include all labor and procedures necessary for a complete and fully functional phone system for the number of users as specified in the quote including:

- a. Planning conference calls and project management
- b. Configuration of the Ring Central system - based on the prior configuration of call flow elements and users from the current Cisco system. The base configuration of the RingCentral buildout will mirror the current telephone system environment. For minor changes (changing users in a hunt group or queue, etc.) no change of scope is required. For larger changes to call flow/set-up that falls outside of the initial scope, a scope change must be signed off on and may incur additional charges.
- c. Port Telephone numbers
- d. Programming of (30) Poly VVX 150 IP phones, (15) Poly Obi302 ATAs, and (3) Poly Trio 8500 conference IP phones
- e. Existing analog devices will be installed on a best-effort basis.
- f. Call Flow programming will be performed based on the coordination meeting/s with ChoiceTel and The City of Oak Park.
- g. User Training, consisting of 5 remote sessions lasting 1 hour each.
- h. The City of Oak Park will provide the installation of the Ring Central Desktop and Mobile clients and provide power-over-Ethernet to each IP device connected to the Ring Central system.
- i. The City of Oak Park will un-box, assemble, and place IP phones at the appropriate workstations throughout the facility and wall mount any IP phones as required.
- j. ChoiceTel will program all user profiles and assign extensions per the extension assignments.



- k. The City of Oak Park will also provide general IT/installation support for the project as a whole and ChoiceTel will provide basic administrator training and understanding of the Ring Central implementation through a hands-on approach.
- l. All cabling is the customer's responsibility.

III. Cost of Services

Installation costs for a system as described above which includes training for the users.
Implementation Cost = \$20,520.00

IV. Term

The term of this agreement will be from the date accepted until project completion.

V. Payment Terms

Payment for the Ring Central System as described in the Ring Central quote shall be paid as follows:

- 50% payment is due at time of signature.
- Remaining 50% payment is due upon completion of the Go Live process
- All applicable state, local and federal taxes are the customer's responsibility
- Customer also agrees to reimburse ChoiceTel for all travel-related expenses and costs incurred as required for the completion of the project including airfare, hotel, and car rental upon payment of the ShoreTel system and implementation

VI. Items not in Scope

Unless specifically identified in the above Project Scope section, all other services are considered not in the scope of this project. Specific items not included are:

- Network and telephone cabling reconfiguration, termination, testing and certification.
- Extended troubleshooting of desktop and laptop workstations beyond basic Ring Central desktop installation.
- Integration of legacy paging systems (if any) will be done on a best-efforts basis
- Customer will make appropriate provisions for power to handsets.
- Customer is responsible for the cancelation of all existing unused telco services.
- Wide area network services needed to connect each site currently exists and the customer has confirmed proper bandwidth availability for a fully functional Ring Central System. The customer also has agreed that any wide area network equipment configuration necessary will be the customer's responsibility.
- Customer must set-up and place phones prior to Go Live (ChoiceTel will be available for troubleshooting during this process – but does not place and plug in phones).



VII. Project Completion

The project will be considered complete when ChoiceTel and The City of Oak Park complete the services outlined in this scope.

VIII. Customer Responsibilities

- Provide access to facilities and equipment for onsite staff.
- Provide a resource to ChoiceTel staff to answer any questions regarding the network and telephone infrastructure
- Follow escalation procedures on specific issues
- The City of Oak Park will provide the installation of the Ring Central Desktop and Mobile clients and provide power-over-Ethernet to each IP device connected to the Ring Central system.
- The City of Oak Park will provide headsets, microphones, and speakers for all workstations using the RingCentral Softphone.
- The City of Oak Park will un-box, assemble, and place IP phones at the appropriate workstations throughout the facility and wall mount any IP phones as required.
- The City of Oak Park will need to approve user lists and call flows pulled from the current telephone system environment.
- The City of Oak Park will need to have network configurations completed that follow best practices for QOS / VLAN specifications as provided by ChoiceTel/RingCentral

IX. Change Procedures

Should the scope of the project require a change, such change must be agreed to in writing by authorized parties of both Customer and ChoiceTel.

Customer Acknowledgement of Statement of Work

Customer

By: _____

Name: _____

Title: _____

Date: _____



ChoiceTel

By: _____

Name: _____

Title: _____

Date: _____

Project Completion Statement

The undersigned authorized representative of Customer hereby agrees that the Services described in this Statement of Work have been fully performed to Customer's satisfaction. Customer acknowledges and agrees that Services provided after the date below are outside the scope of this Statement of Work and will be billed at the agreed to rates.

Customer

By: _____

Name: _____

Title: _____

Date: _____

ChoiceTel

By: _____

Name: _____

Title: _____

Date: _____



Change Order

Project Change Order #

Project Change Order Description

Describe nature of change order.

Cost of Change Order

This change order will increase/decrease the cost of the project as described below.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Choice Telecommunications, Inc.

By: _____

Name: _____

Title: _____

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature ("**Effective Date**") and made between:

City of Oak Park ("Customer")

Address:

4000 Oak Park Blvd
Oak Park, MI 48237

RingCentral, Inc. ("RingCentral")

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Joe Jacob

Title: SVP, Field Sales

Date: _____

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement ("**Agreement**") consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingCentral MVP Services

Attachment B – Professional Services Agreement

Attachment C – Service Level Agreement for MVP Services

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
 - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>, and
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>.
- C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("**Initial Term**"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a "**Renewal Term**") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the

then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
 - i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.
- D. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were

performed by RingCentral directly.

5. Use of the Service

- A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
- i. Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
- iii. Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i.** Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii.** Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
 - ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.
- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. Indemnification by Customer.** Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party

Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.
- D. **Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.
- K. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- L. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- M. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- N. Publicity.** Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A

SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in terms of service, advertising, or product descriptions, mean "RingCentral MVP".

This Service Attachment is a part of the Master Services Agreement (the "**Agreement**") that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form (the "**Services**").

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingCentral MVP Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes per each user, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 100/1000/2500/10000 toll free minutes per user, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 25/100/200/500 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges of \$.0085 per SMS (\$.85 per 100) apply to SMS sent or receive in excess of allotment. Additional SMS bundles are available for purchase at discounted prices.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the "**Directory Listing Service**"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("**Listing Information**"). This information may include, but is not limited to, Customer's company name, address, and phone

numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.
 - B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.
- 5. **RingCentral Global MVP or RingCentral Global Office.** RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.
 - A. **Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
 - B. **Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.
 - C. **Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
 - D. **Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.
- 6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
- 7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
- 8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

- B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
- E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

ATTACHMENT B
SERVICE ATTACHMENT - RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

1. **Service Overview.** RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).
2. **Project Phases.** The Professional Services may be delivered in one or more phases. The SOW will specify the milestones, objectives, Sites, fees, and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.
3. **Customer Sites and Site Visits.** In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:
 - A. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
 - B. Customer shall ensure that all Site hardware and network environment meets or exceeds the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can be found at: https://support.ringcentral.com/s/article/9233?language=en_US.
 - C. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
 - D. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. The first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service’s bulk configuration utility).
 - ii. Written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows.
 - iii. Information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.
4. **Late Site Visit Change.** The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral’s then-current T&M Services hourly rate, as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.
5. **Professional Services Acceptance.** Each SOW will identify the specific criteria required for the completion of each Project Phase (“**Completion Criteria**”). Unless otherwise agreed between the Parties in the SOW, upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form (“**PCF**”) for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral’s obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (“**Acceptance**”):

- A. Customer executes the PCF.
- B. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.
- C. **Production Use.** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- D. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

6. Payment

- A. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- B. **Invoicing and Payment of Professional Services Fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- C. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- D. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

9. Term and Termination

- A. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- B. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- C. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
 - i. Any Professional Services and T&M Services that have been rendered up until the effective date of the termination.
 - ii. All applicable Service Expenses incurred.
 - iii. 50% of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

- D. Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

ATTACHMENT C
SERVICE LEVEL AGREEMENT FOR RINGCENTRAL MVP SERVICES

This Service Level Agreement for RingCentral MVP Services (the “**MVP SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for MVP Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this MVP SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the MVP Service Attachment with a minimum twelve (12) month Term. This MVP SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects MVP Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this MVP SLA will be calculated based on Customer's MVP MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.

- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

- A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. **Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C. To exercise its termination right under this MVP SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this MVP SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this MVP SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. **"Down Time"** is an unscheduled period during which the Voice Services for MVP on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for MVP Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than MVP Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for MVP are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this MVP SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to MVP or Global MVP Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.