

Oak Park

City Council Agenda

February 4, 2019





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
February 4, 2019
7:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**

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

- A. Regular Council Meeting Minutes of January 22, 2019
- B. Request to cancel the February 11, 2019 Planning Commission Meeting
- C. Payment Application No. 1 for the 2018-2019 Miscellaneous Concrete Repair Project, M-682 to Mattioli Cement Company, LLC in the amount of \$224,518.53
- D. Licenses - New and Renewals as submitted for February 4, 2019

6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 7. **SPECIAL RECOGNITION/PRESENTATIONS:**
 - A. Public Safety Departmental Awards
 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 \$12,391.34
 12. **BIDS:** None
 13. **ORDINANCES:**
 - A. Second reading and adoption of an ordinance to amend Article XIX, Special Land Uses of the City of Oak Park Code of Ordinances
 - B. Second reading and adoption of an ordinance to amend Sections 2-353 and 2-354 of Chapter 2, Article III, Division 8 of the City of Oak Park Code of Ordinances
 14. **CITY ATTORNEY:**
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15. CITY MANAGER:

Department of Public Works

- A. Request to approve a maintenance agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield
- B. Request to approve a proposal from Quantum Spatial to perform aerial photography acquisition and impervious delineation for the total amount of \$23,957.00 subject to review by the city attorney
- C. Request to approve Michigan Department of Transportation (MDOT) contract number 19-5007 for the 9 Mile Road Diet Project subject to review by the city attorney and to authorize the Mayor and City Clerk to sign the contract on behalf of the City
- D. Request to authorize the Public Works Department to participate in the Macomb County, State of Michigan, and Rochester Hills pre-bid contracts for the purchase of five city vehicles.

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
37th OAK PARK CITY COUNCIL
January 22, 2019
7:00 PM**

MINUTES

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

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

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

CM-01-008-19 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-01-009-19 (AGENDA ITEM #5A-L) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of January 7, 2019 **CM-01-010-19**
- B. Planning Commission Meeting Minutes of October 8, 2018 and November 12, 2018 **CM-01-011-19**
- C. Arts and Cultural Diversity Commission Meeting Minutes of September 13, 2018, October 11, 2018, and November 11, 2018 **CM-01-012-19**
- D. Library Board Meeting Minutes of November 20, 2018 **CM-01-013-19**
- E. Parks and Recreation Commission Meeting Minutes of November 14, 2018 **CM-01-014-19**
- F. Request to accept the Planning Commission's recommendation to approve a Special Land Use for TCF Auto Body & Wholesale, 13210 Cloverdale **CM-01-015-19**
- G. Request to cancel the January 29, 2019 Zoning Board of Appeals meeting **CM-01-016-19**
- H. Payment request from OHM Advisors for Engineering Consulting Services **CM-01-017-19**
- I. Request authorization to bid the 2019 Landscape Maintenance Contract, M-697

(Removed from the Consent Agenda)

- J. Request authorization to bid the 2018-2019 Water Main Replacement Project, M-675
CM-01-018-19
- K. Request to approve Payment Application No. 3 (Final) for the 2017-2018 Miscellaneous Concrete Repair Project, M-672 **CM-01-019-19**
- L. Licenses - New and Renewals as submitted for January 22, 2019 **CM-01-020-19**

MERCHANT'S LICENSES – January 22, 2019
(Subject to All Departmental Approvals)

<u>2019 RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
SAUNDERS LAND COMPANY	8564 CAPITAL	\$150.00	FUNERAL TRANSPORTATION
PRONTO PEST MANAGEMENT	10130 CAPITAL	\$150.00	PEST CONTROL
AUTO METAL CRAFT	10230, 10240, 12721, 12741 CAPITAL	\$600.00	SHEET METAL FABRICATOR
EZ GROOM	10411 CAPITAL	\$150.00	MANUFACTURING
UPI REAL ESTATE	12900, 12930 CAPITAL	\$300.00	PIPING MANUFACTURER
US ICE CORP	12950 CAPITAL	\$150.00	ICE MANUFACTURER
BENSTON D. HARRIS	13040 CAPITAL	\$150.00	HVAC CONTRACTOR
IGOR'S AUTO REPAIR	13350 CAPITAL	\$150.00	AUTO REPAIR
FEDERAL AUTOCAT	13425 CAPITAL	\$150.00	AUTO PARTS WAREHOUSE
KERR PUMP AND SUPPLY	12880 CLOVERDALE	\$150.00	MANUFACTURER OF PUMPS AND PROCESS EQUIP.
ACCEPTANCE NOW #08308	20830 COOLIDGE	\$150.00	HOUSEHOLD FURNITURE
RESALE WAREHOUSE	21050 COOLIDGE	\$150.00	RESALE OF FURNITURE AND HOMEGOODS
FURNITURE			
HERSCH'S	21100 COOLIDGE	\$150.00	WHOLESALE LANDSCAPE SUPPLIES
LASHELLE'S SCHOOL OF DANCE	21330 COOLIDGE	\$187.50	DANCE INSTRUCTION
RCH CABLE	21340 COOLIDGE	\$150.00	CABLE DISTRIBUTOR
SELECT RESTAURANT EQUIPMENT	21380 COOLIDGE A	\$150.00	WHOLESALE RESTAURANT SUPPLIES
HONORE HOLDINGS	21400 COOLIDGE	\$150.00	
INTEGRA CONTRACTORS	21410 COOLIDGE	\$150.00	EXCAVATION, DEMO, TRUCKING & GRADING
MECO METALS	21430 COOLIDGE	\$150.00	METAL DISTRIBUTOR
MOPEC	21750 COOLIDGE	\$150.00	EQUIPMENT SUPPLIER
LOVE NAIL & SPA	22118 COOLIDGE	\$150.00	NAIL SALON
ADVANCE AMERICA #1328	22140 COOLIDGE	\$150.00	PAYDAY ADVANCE
MERCURY DRUGS	22150 COOLIDGE	\$150.00	PHARMACY
JST WIRELESS	22150 COOLIDGE	\$150.00	CELL PHONE DISTRIBUTOR
DOLLAR TREE #3039	23090 COOLIDGE	\$150.00	DOLLAR STORE
DESIGNER SUITE	23130 COOLIDGE	\$150.00	APPAREL FOR WOMEN
ELIE R. KHOURY M.D	24611 COOLIDGE	\$150.00	GENERAL MEDICAL PRACTICE
DR. SALWAN FRANCIS DDS	24621 COOLIDGE	\$150.00	GENERAL DENTISTRY
SASSY NAILS	24750 COOLIDGE	\$150.00	NAIL SALON
LITTLE CAESARS	24756 COOLIDGE	\$150.00	PIZZA RESTAURANT
H O TRERICE CO	12950 EIGHT MILE	\$150.00	MANUFACTURER OF PRESSURE GAUGES, ETC.
GOLDIES	13630 EIGHT MILE	\$150.00	PURCHASER OF GOLD, SILVER & DIAMONDS, JEWELRY REPAIR
STAR FACTORY	13650 EIGHT MILE	\$150.00	VOCAL TRAINING FOR AGES 7 TO ADULT
CASH NOW X	13720 EIGHT MILE	\$150.00	PAYDAY ADVANCE
ADVANTAGE CASH ADVANCE	13730 EIGHT MILE	\$150.00	PAYDAY ADVANCE
TUBBY'S	13740 EIGHT MILE	\$187.50	RESTAURANT

SOUTHFIELD QUALITY CARS II	13900 EIGHT MILE	\$150.00	USED AUTO SALES
HAGOPIAN	14000 EIGHT MILE	\$150.00	RUG CLEANING, CARPET CLEANING, REPAIRS WINDOW DISTRIBUTOR
WEATHERGARD WINDOW FACTORY	14350 EIGHT MILE	\$150.00	
15160 EIGHT MILE VENTURES	15160 EIGHT MILE	\$150.00	SELF-STORAGE
ZEUNE MICHIGAN STORAGE	15300 EIGHT MILE	\$150.00	SELF-STORAGE
F.I.R.M	13691 ELEVEN MILE 103	\$150.00	ADVISORS
REGAL WINES	147421 ELEVEN MILE	\$150.00	WINE, BEER & SPIRITS DISTRIBUTOR
HARTWELL CEMENT CO.	21650 FERN	\$150.00	CEMENT CONTRACTOR
PUBLIC STORAGE	20700 GREENFIELD	\$150.00	SELF-STORAGE
FAMILY FOOT & ANKLE	20770 GREENFIELD 100A	\$150.00	FOOT AND ANKLE SPECIALISTS
THE WELLNESS PLAN	21040 GREENFIELD	\$150.00	PRIMARY & SPECIALTY HEALTHCARE
MEDICAL CENTER			
RAM JEWELRY	21600 GREENFIELD 105A	\$150.00	JEWELRY RETAILER
GEM CORPORATION	21600 GREENFIELD 106	\$150.00	FINE JEWELRY
MAGIC DISCOUNT JEWELRY	21600 GREENFIELD 108	\$150.00	DISCOUNTED JEWELRY
KABOB CONEY ISLAND	21700 GREENFIELD 120	\$150.00	CONEY ISLAND
TO GO CAFE	21700 GREENFIELD 132	\$150.00	RESTAURANT
AL'S JEWELRY	21700 GREENFIELD 306	\$187.50	JEWELRY RETAILER
RENAISSANCE JEWELERS	21700 GREENFIELD 325	\$150.00	JEWELER/ WATCH REPAIR
STEVE'S CREATIONS JEWELERS	21700 GREENFIELD 329	\$187.50	JEWELER
DIAMOND FASHION JEWELERS	21700 GREENFIELD 337	\$150.00	RETAIL JEWELRY & REPAIR
AURA DIAMOND AND JEWELRY CORP	21700 GREENFIELD 347	\$150.00	RETAIL JEWELRY & REPAIR
ARMANI/GOLD SPOT JEWELERS	21700 GREENFIELD 354	\$150.00	RETAIL JEWELRY & REPAIR
JKC JEWELRY & REPAIRS	21700 GREENFIELD 357	\$187.50	JEWELRY RETAILER
A 1 CUSTOM DIAMONDS	21700 GREENFIELD 359	\$150.00	JEWELRY RETAILER
OSKA JEWELERS & REPAIR	21700 GREENFIELD 362	\$187.50	RETAIL JEWELRY & REPAIR
AZAR JEWELRY	21700 GREENFIELD 368	\$187.50	RETAIL JEWELRY & REPAIR
DIAMOND ISLAND OF GREENFIELD	21700 GREENFIELD 390	\$150.00	RETAIL JEWELRY & REPAIR
B-1 JEWELRY	21700 GREENFIELD 415	\$150.00	RETAIL JEWELRY & REPAIR
PRINCE JEWELERS	21700 GREENFIELD 447	\$150.00	RETAIL JEWELRY & REPAIR
K & S DESIGN JEWELRY	21700 GREENFIELD 477	\$150.00	CUSTOM JEWELRY DESIGN
ANOTHER LEVEL UNISEX SALON	21700 GREENFIELD LL17	\$187.50	SALON
METRO PCS	21830 GREENFIELD 101	\$150.00	RETAIL CELL PHONES
MICHIGAN AMBULATORY SURGICAL	22000 GREENFIELD	\$150.00	OUTPATIENT SURGERY CENTER
AUTOZONE #4365	22150 GREENFIELD	\$150.00	AUTO PARTS WAREHOUSE
MICHIGAN CHIROPRACTIC & MEDICAL MASSAGE	23300 GREENFIELD 104	\$150.00	CHIROPRACTIC SERVICES
SPEEDY AUTO CLAIM CENTER	23300 GREENFIELD 104	\$150.00	AUTO CLAIM ADJUSTOR
LA MARRA	24700 GREENFIELD	\$150.00	RESTAURANT
FRONT PAGE DELI	24810 GREENFIELD	\$150.00	DELI
T-MOBILE CENTRAL	24830 GREENFIELD	\$150.00	RETAIL CELL PHONES
SUNOCO	25000 GREENFIELD	\$150.00	GAS STATION
DIAMOND NAILS	25238 GREENFIELD	\$150.00	NAIL SALON
BORENSTEINS	25242 GREENFIELD	\$187.50	HEBREW BOOK & MUSIC STORE
ZEMAN'S NEW YORK BAKERY	25258 GREENFIELD	\$150.00	BAKERY
STEPPING OUT HAIR & NAIL SALON	25266 GREENFIELD	\$150.00	HAIR & NAIL SALON
KRAVINGS	25270 GREENFIELD	\$150.00	CARRYOUT, DELI, SUSHI
PITA CAFE	25282 GREENFIELD	\$150.00	RESTAURANT

EXPRESS CARE MEDICAL SUPPLY	25900 GREENFIELD 121	\$150.00	DURABLE MEDICAL EQUIPMENT, ORTHOTIC/PROSTHETIC SUPPLIER
MODERN STAMPS	25900 GREENFIELD 136	\$150.00	BUY & SELL STAMPS FOR COLLECTORS
ROCK WELL MUSIC THERAPY	25900 GREENFIELD 142	\$150.00	MUSIC THERAPY STUDIO
PRUDENTIAL VIRTUAL GUARD SERVICES	25900 GREENFIELD 144	\$150.00	ALARM SYSTEMS, ACCESS CONTROL, CAMERAS, LOCKSMITH
AUTO PRO TECHNICAL RECRUITING	25900 GREENFIELD 232	\$150.00	RECRUITING
SIGNS OF RECOVERY CASE MANAGEMENT	25900 GREENFIELD 236	\$150.00	CASE MANAGEMENT
INTERNATIONAL CYBERGRAPHIX	25900 GREENFIELD 256	\$150.00	WEB DESIGN
THEMES OF HARMONY COUNSELING	25900 GREENFIELD 320	\$150.00	OUTPATIENT MENTAL HEALTH PRACTICE
BLUE REALTY	25900 GREENFIELD 403	\$150.00	REAL ESTATE
LTC CONSULTING SERVICES	25900 GREENFIELD 412	\$150.00	CONSULTING SERVICES
TEAM REHABILITATION FUNCTIONAL	25900 GREENFIELD 502	\$150.00	REHAB FACILITY
REMEDY INVEST & FINANCE	25900 GREENFIELD 507	\$150.00	REAL ESTATE & FINANCIAL SERVICES
POPEYES CHICKEN & BISCUITS	25910 GREENFIELD	\$150.00	RESTAURANT
EDDIE'S GOURMET	25920 GREENFIELD	\$150.00	RESTAURANT
TOP THAT	25950 GREENFIELD	\$150.00	HAIR ACCESSORIES, HATS AND HOSIERY
BOOK BEAT	26010 GREENFIELD	\$187.50	BOOKSTORE
STREET CORNER MUSIC	26020 GREENFIELD	\$150.00	RETAIL RECORD ALBUMS & COMPACT DISCS
T. NAILS	26028 GREENFIELD	\$150.00	HAIR SALON
ADVANCE AMERICA #1398	26038 GREENFIELD	\$150.00	PAYDAY ADVANCE
DANIEL S. LAZAR DPM	26106 GREENFIELD A	\$150.00	FOOT AND ANKLE SPECIALISTS
LEE BEAUTY SUPPLY	26118 GREENFIELD	\$150.00	BEAUTY SUPPLY RETAIL
BLING BLING GG	26122 GREENFIELD	\$187.50	JEWELRY RETAILER
PAYLESS SHOE SOURCE	26142 GREENFIELD	\$150.00	SHOE RETAILER
LINCOLN TAILOR	26158 GREENFIELD	\$150.00	ALTERATIONS FOR CLOTHING
MCDONALDS	26160 GREENFIELD	\$150.00	RESTAURANT
RAINBOW	26170 GREENFIELD	\$150.00	CLOTHING AND ACCESSORIES
DOLLAR CASTLE	26186 GREENFIELD	\$150.00	DOLLAR STORE
ALDI	26300 GREENFIELD	\$150.00	GROCERY STORE
1-800-MINI STORAGE	26660 GREENFIELD	\$187.50	PUBLIC STORAGE
LARA STOP & SHOP	26700 GREENFIELD	\$150.00	GAS STATION
GLR OF OAK PARK	26500 HARDING	\$150.00	RECYCLING ELECTRONIC SCRAP
AVIS MANAGEMENT	26640 HARDING	\$187.50	PROPERTY MANAGEMENT OF RENTAL PROP AND STORAGE
B.C. & F TOOL COMPANY	26670 HARDING	\$150.00	TOOL AND DIE MANUFACTURER
K & M LEASING	20900 HUBBELL	\$150.00	LEASING COMPANY
PAPER GOODS PLUS	15310 LINCOLN	\$150.00	PARTY AND KITCHEN DISPOSABLES
7-11 FOOD STORE	15350 LINCOLN	\$150.00	STORE
SANDLER CHIROPRACTIC	15400 LINCOLN 3	\$150.00	CHIROPRACTIC SERVICES
MBUSH	8100 NINE MILE	\$150.00	
HANSENS AUTO SERVICE CENTER	8210 NINE MILE	\$150.00	AUTO SERVICE CENTER

JAMES TAILORING AND ALTERATIONS	8236 NINE MILE	\$150.00	TAILORING AND ALTERATIONS
BEST FRIENDS CHILD CARE	8440 NINE MILE	\$150.00	NURSERY/PRESCHOOL
OAK-FERN GALLERIA	8520 NINE MILE	\$150.00	ART GALLERY
BASEMENTCUTS BARBERSHOP	8560 NINE MILE	\$150.00	BARBERSHOP
TREND EXPRESS MARKET	8580 NINE MILE	\$150.00	RETAIL
MARGARET HEPKE DO PC	8750 NINE MILE	\$150.00	MEDICAL PRACTICE
WIRELESS U NOW	8980 NINE MILE	\$150.00	CELL PHONE DISTRIBUTOR
PRIMO'S PIZZA	10100 NINE MILE	\$150.00	PIZZA RESTAURANT
BUENA FE	10116 NINE MILE	\$150.00	MEXICAN & SALVADORIAN FOOD
SPEEDY GREASY	10200 NINE MILE	\$150.00	AUTO REPAIR
DON'S DONE-RITE AUTO WASH	10250 NINE MILE	\$150.00	CAR WASH
TOUCH OF CLASS CATERING	10612 NINE MILE	\$150.00	CATERING
ASCENSION BIBLES & BOOKS	10720 NINE MILE	\$150.00	RELIGIOUS MATERIAL
PIZZA SQUARE	10770 NINE MILE	\$150.00	PIZZA RESTAURANT
EVOLVE SALON	12712 NINE MILE	\$150.00	SALON
WILLIAM L. JORDAN MD	12900 NINE MILE	\$150.00	MEDICAL PRACTICE
CAPTAIN JAYS	13500 NINE MILE	\$150.00	FRESH FISH & CHICKEN MARKET
E Z PETROULEUM 4	13551 NINE MILE	\$150.00	GAS STATION
HAPPY'S PIZZA	13700 NINE MILE	\$150.00	PIZZA RESTAURANT
MODERN NAILS	13720 NINE MILE	\$150.00	NAIL SALON
PRIME FASHIONS	13740 NINE MILE	\$150.00	LADIES CLOTHING & ACCESSORIES
ATTISHA FOOD MARKET	15450 NINE MILE	\$150.00	MARKET
SADIA ENTERPRISES	13000 NORTHEND	\$150.00	
AMERICAN DATA SECURITY	13070 NORTHEND	\$150.00	PAPER SHREDDING
MOONLINK STUDIOS	13320 NORTHEND 3000	\$150.00	VIDEO PRODUCTION SERVICES
FELLERS	13341 NORTHEND	\$150.00	WHOLE DISTRIB. OF WRAP/SIGNAGE SUPPLIES AND EQUIP.
MOTOR WORKS	13350 NORTHEND	\$150.00	AUTO REPAIR
C & J GENERAL CONTRACTORS	22610 ROSEWOOD	\$150.00	GENERAL CONTRACTORS
SAMARITAN HOMES	22610 ROSEWOOD	\$150.00	CONTRACTING
JADE PALACE	13351 TEN MILE	\$150.00	RESTAURANT
JEWISH SENIOR LIFE SERVICES	15000 TEN MILE	\$150.00	SENIOR LIFE SERVICES
U WASH DEVELOPMENT	15450 TEN MILE	\$150.00	CAR WASH
GREENTECH RECYCLERS	21770 WYOMING PL.	\$150.00	ELECTRONIC RECYCLING
NATIONAL TIME & SIGNAL CORP	21800 WYOMING	\$150.00	MANUFACTURER OF CLOCKS
CAR STOP AUTOMOTIVE	21006 COOLIDGE	\$150.00	AUTO REPAIR

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

MOTION DECLARED ADOPTED

CM-01-021-19 (AGENDA ITEM #5I) (Removed from the Consent Agenda by Mayor McClellan) REQUEST AUTHORIZATION TO BID THE 2019 LANDSCAPE MAINTENANCE CONTRACT, M-697 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the request to bid the 2019 Landscape Maintenance Contract, M-697.

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

MOTION DECLARED ADOPTED

It was clarified that the contracts for Landscape Maintenance and Lawn Maintenance are separate contracts and that the Landscape Contract will be bid out and the Lawn Maintenance Contract will be considered for renewal.

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES:

CM-01-022-19

**(AGENDA ITEM #13A) FIRST READING OF AN ORDINANCE TO
AMEND ARTICLE XIX, SPECIAL LAND USES OF THE CITY OF
OAK PARK CODE OF ORDINANCES - APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to approve the first reading of an ordinance to amend Article XIX, Special Land Uses of the City of Oak Park Code of Ordinances by removing references to City Council approval for special land uses.

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

MOTION DECLARED ADOPTED

Economic Development and Public Information Director Marrone reported that the Planning Commission conducted a Public Hearing at their January 14, 2019 meeting regarding proposed changes to the City of Oak Park Zoning Ordinance. The proposed text amendments would remove references to City Council approval for Special Land Uses. The Planning Commission voted to recommend adoption of the text amendments to the City Council.

CM-01-023-19

**(AGENDA ITEM #13B) FIRST READING OF AN ORDINANCE TO
AMEND ARTICLE XVII, GENERAL PROVISIONS, SECTION 1712
BUILDING GRADES AND FLOOR ELEVATIONS - FAILED**

Motion by Radner, seconded by Weiss, **FAILED**, to approve the first reading of an ordinance to amend Article XVII, General Provisions, Section 1712 Building grades and floor elevations.

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

MOTION DECLARED ADOPTED

Ms. Marrone reported that the Planning Commission conducted a Public Hearing at their January 14, 2019 meeting regarding proposed changes to the City of Oak Park Zoning Ordinance that would create a standard to determine the finished floor elevations of new construction. The Planning Commission voted to recommend adoption of the text amendments to City Council. Council Member Rich questioned the necessity for this change and council discussed the specific amendment language.

CM-01-024-19 (AGENDA ITEM #13C) FIRST READING OF AN ORDINANCE TO AMEND SECTIONS 2-353 AND 2-354 OF CHAPTER 2, ARTICLE III, DIVISION 8 OF THE CITY OF OAK PARK CODE OF ORDINANCES - APPROVED

Motion by Weiss, seconded by Radner, **CARRIED UNANIMOUSLY**, to approve the first reading of an ordinance to amend Sections 2-353 and 2-354 of Chapter 2, Article III, Division 8 of the City of Oak Park Code of Ordinances.

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

MOTION DECLARED ADOPTED

The Arts and Cultural Diversity Commission has requested two amendments to the Code of Ordinances that pertain to their Commission. The first amendment relates to the meeting time specification in the ordinance. Currently the ordinance reads that the "commission shall meet once a month on the second Thursday of each month at 7:00 p.m." The Commission is requesting the time be omitted. In lieu of a time specification being included in the ordinance they would like to include the time of their meetings in their bylaws. Additionally, the Commission requested the language pertaining to their Mission Statement in the Code of Ordinances be amended to reflect their ability to partner with any Oak Park boards and commissions, rather than just the Friends of the Library and the Recreation Commission.

CITY ATTORNEY: No Report

CITY MANAGER:

Department of Public Works

CM-01-025-19 (AGENDA ITEM #15A) REQUEST FROM XPRT LAWN AND SNOW, LLC FOR A CONTRACT EXTENSION OF THE 2018 LAWN MAINTENANCE CONTRACT, M-678 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the request from Xpert Lawn and Snow, LLC for a contract extension of the 2018 Lawn Maintenance Contract, M-678.

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

MOTION DECLARED ADOPTED

Assistant City Manager Yee reviewed the request from Xpert Lawn and Snow, LLC for a contract extension of the 2018 Landscape Maintenance Contract, M-678. Xpert has indicated they would like to execute a one (1) year extension of their unit prices from this project to perform the 2019 Lawn Maintenance Contract, M-696. The contract allowed for up to a two (2) year extension. This project will mow and litter pick the lawns in the City's parks, grounds, and rights of way.

Economic Development

CM-01-026-19 (AGENDA ITEM #15B) RESOLUTION TO SUPPORT THE CITY OF OAK PARK APPLICATION FOR THE COMMUNITY FOUNDATION OF SOUTHEAST MICHIGAN RALPH C. WILSON LEGACY FUND GRANT FOR THE SENECA POCKET PARK - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following resolution to support the City of Oak Park application for the Community Foundation of Southeast Michigan Ralph C. Wilson Legacy Fund Grant for the Seneca Pocket Park:

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

SUPPORT FOR THE CITY OF OAK PARK APPLICATION FOR THE COMMUNITY FOUNDATION OF SOUTHEAST MICHIGAN RALPH C. WILSON LEGACY FUND GRANT FOR SENECA POCKET PARK

WHEREAS, the Community Foundation of Southeast Michigan, through the Ralph C. Wilson Fund is providing grant funding to support projects within southeast Michigan that serve to increase the walkability and bikeability of local communities and/or increasing outdoor recreational activities within the region; and

WHEREAS, the City of Oak Park is planning the creation of the Seneca Pocket Park located on Nine Mile Rd.; and

WHEREAS, the City of Oak Park's Master Plan lists "create pocket parks in commercial districts" as one of the objectives under the goal of "cultivating a sense of place and unique public spaces;" and

WHEREAS, the City of Oak Park's Recreation Master Plan lists "develop new parks and facilities that respond to the changing needs of the residents" and "desired new park facilities including pocket parks" as objectives under the goal of "developing new parks and recreation facilities;" and

WHEREAS, the creation of the Seneca Pocket Park will contribute significantly to meeting this goal; and

WHEREAS, the grant request is for \$50,000; and

BE IT HEREBY RESOLVED, that the Oak Park City Council supports the grant application for the Community Foundation of Southeast Michigan Ralph C. Wilson Legacy Fund Grant for Seneca Pocket Park.

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

MOTION DECLARED ADOPTED

Ms. Marrone reported that the City has been actively pursuing grants for the construction of pocket parks on Nine Mile Road. The Community Foundation of Southeast Michigan, through the Ralph C. Wilson Fund, is offering grants up to \$50,000 for projects that serve to increase the walkability and bikeability of local communities and/or to increase outdoor recreational activities within the region. She indicated the Seneca Pocket Park assists the City in accomplishing these objectives, and is therefore a worthy candidate for this grant. A grant of \$50,000 will be requested to assist in the creation of Seneca Pocket Park, specifically, to fund a playscape feature at the Park.

CM-01-027-19 (AGENDA ITEM #15C) REQUEST TO APPROVE THE 2019 MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS (MCACA) GRANT SUBMISSION FOR SENECA POCKET PARK ART INSTALLATION - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the 2019 Michigan Council for Arts and Cultural Affairs (MCACA) grant submission for Seneca Pocket Park Art Installation.

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

MOTION DECLARED ADOPTED

The Economic Development & Communications Department in conjunction with the Nine Mile Redesign Project is submitting an application to MCACA for a 2019 mini-grant in the amount of \$4,000 to go toward installing a sculpture at Seneca Pocket Park. The grant application will ask for \$4,000 in grant match with the match coming from money allocated in Capital Improvements toward the park construction in the 2018-2019 budget.

Finance

CM-01-028-19 (AGENDA ITEM #15D) MOTION TO RECEIVE THE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING 9/30/18 - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to receive the quarterly investment report for period ending 9/30/18.

Voice Vote:	Yes:	McClellan, Burns, Radner, Rich, Weiss
	No:	None

Absent: None

MOTION DECLARED ADOPTED

Finance Director Crawford reported that the State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. Ms. Crawford summarized the report detailing the cash and investments (citywide for all funds) held by the City on September 30, 2018.

The first quarter investment report shows total citywide cash and investments of \$30,252,779 (market value) including cash in the operating account of \$3,374,692 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$9,586,561 and long-term investments totaling \$17,291,526. The City has maximized investment return on short-term cash by utilizing the Oakland County Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. Interest income for the months of July through September 2018 totaled \$97,591.

Over the past year the City has been investing in an environment of rising interest rates from the Federal Reserve. The Federal Reserve has increased interest rates by .25% twice during 2018 and have expressed the intent to continue to raise them several more times over the next year or two. In a rising interest rate environment it is prudent to invest primarily in shorter term investments. As a result, the City has shifted new investments from municipal bonds and government securities to commercial paper and certificates of deposits. The shift helps reduce the risk from interest rate changes while still obtaining a rate of return of 2.0-2.75% annually on these types of investment.

CM-01-029-19 (AGENDA ITEM #15E) MOTION TO RECEIVE THE QUARTERLY FINANCIAL REPORT FOR PERIOD ENDING 12/31/18 - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to receive the following report highlighting fiscal year-to-date revenue and expenditure activity in the General Fund through the second quarter ending December 31, 2018:

GENERAL FUND

REVENUES

Total revenues through the second quarter total approximately \$15.4 million, representing approximately 72% of the annual budget. Overall revenues are on track with budget with the following items of note:

- **Property Tax Revenue** – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2018. As of the end of the second quarter approximately 96% of the taxes billed had been paid. A small portion of the PA 345 property tax levy was billed on December 1, 2018. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2019. Property tax revenue is the primary reason the overall revenues are at 72% to date.
- **Intergovernmental Revenue (State Revenue Sharing)** – The City receives six bi-monthly payments annually for state-shared revenue. The second quarter report reflects two fiscal 2019 payments as the August 31, 2018 payment by statute is included as part of the June 30, 2018 revenues. The City will receive payments on October 31, December 31, February 28, April 30, June 30 and August 31

(2019) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,440,372.

- Fines and forfeiture revenue received from the 45th District Court is budgeted for \$1,999,800 of which \$974,216 or 49% was received through the second quarter. The revenue received is used to offset a portion of the court's operating costs.

EXPENDITURES

Total expenditures through the second quarter total approximately \$10.1 million, representing approximately 49% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 50%):

- Prosecuting Attorney Department is at 58% for the second quarter due seven of their twelve annual contract payments have been paid.
- Elections Department is at 64% for the second quarter due to the two elections budgeted for the current year took place in August and November of 2018.
- Finance Department is at 52% due to increased DB pension contributions over the original budget and new part-time help added during the current year. Both of these items are included in the proposed first quarter budget amendments.
- Public Safety K-9 Department is at 52% due to increased DB pension contributions over the original budget. This increase is included in the proposed first quarter budget amendments.
- DPW Administration Department is at 60% due to increased DB pension contributions over the original budget and less allocations to other funds to date. The increase in the pension costs is included in the proposed first quarter budget amendments and the city anticipates cost allocations in future quarters to keep the budget on track.
- Swimming Pool Facility Department is at 65% of their budget due to their costs being seasonal in nature as a significant part of their budget includes summer programming (consistent with the first quarter). The overall budget is in line with the current annual projections.
- Non-Departmental is currently at 53% of their budget as this department is primarily transfers to other funds and the majority of the transfers take place as needed.

Overall the General Fund operations are in line with the annual budget. The projected fund balance remains at the targeted level of 19% of annual expenditures. The annual operating budget is balanced and the City continues to address the long-term legacy costs of OPEB and pensions by making contributions in excess of required amounts.

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

MOTION DECLARED ADOPTED

**CM-01-030-19 (AGENDA ITEM #15F) BUDGET AMENDMENT #2019-1
- APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve Budget Amendment #2019-1 as follows:

General Fund

Property Tax

\$ 103,390

Del Pers Prop Tax - P/Y	35,000
Business Licenses and Permits/TP	\$ 24,000
Building Permits	90,000
State Grant - State Revenue Sharing	32,585
Interest Income	212,000
Franchise Fee	15,000
Right of Way Fee	87,000
Transfer In - Public Imp Fund	(173,027)
Transfer In - RHC Benefits Fund	(786,000)
Del Pers Prop Tax - P/Y	20,000
State Grant - Local Comm Stab Auth	<u>(4,000)</u>

Total Revenue Increase (Decrease) (344,052)

Health Insurance	(6,000)
Retirement - Defined Benefit	36,900
Salaries and Wages	(20,000)
Health Insurance	(10,400)
Contractual Services	20,000
Retirement - Defined Benefit	900
Retirement - Defined Benefit	33,705
Workers Compensation Insurance	9,875
Retirement - Defined Benefit	(786)
Contractual Services - Inspections	37,160
Health Insurance	(44,655)
Retirement - Defined Benefit	2,372
Health Insurance	(3,000)
Retirement - Defined Benefit	6,369
Health Insurance	(165,501)
Retirement - Defined Benefit	38,608
Retirement Contribution PSD	370,898
Rentals - Motor Pool Utilization	(35,500)
Health Insurance	(10,000)
Retirement Contribution PSD	15,067
Health Insurance	(10,000)
Retirement - Defined Benefit	(14,476)
Retirement - Defined Benefit	3,461
Health Insurance	(8,000)
Retirement - Defined Benefit	(5,821)
Health Insurance	(5,000)
Retirement - Defined Benefit	(4,013)
Health Insurance	(9,518)
Contribution to Motor Pool	25,000
Contribution to Pub Safety Pen RHC	21,117
Health Insurance	<u>(4,620)</u>

Total Expenditure Increase (Decrease) 264,142

Net Increase (Decrease) to Fund Balance \$ (608,194)

Library Fund

Del Pers Prop Tax - P/Y \$ 4,000

Library - Penal Fines 3,610

Interest Income 7,000

State Grant - Local Comm Stab Share App 3,000

Total Revenue Increase (Decrease) 17,610

Salaries and Wages (11,268)

Retirement - Defined Benefit 21,268

Supplies - Elsie Watson Trust 4,000

TLN Menu Services 3,610

Total Expenditure Increase (Decrease) 17,610

Net Increase (Decrease) to Fund Balance \$ -

Major Streets Fund

State Grants 146,264

State Grants - Other 46,040

State Grants - PA 82 219,178

Interest Income 1,008

Reimbursement - Miscellaneous 20,706

Total Revenue Increase (Decrease) \$ 433,196

Retirement - Defined Benefit 285

Retirement - Defined Benefit 4,690

Retirement - Defined Benefit 11,245

Retirement - Defined Benefit 45,726

Professional Services 6,250

Professional Services 750,000

Total Expenditure Increase (Decrease) \$ 818,196

Net Increase (Decrease) to Fund Balance \$ (385,000)

Local Streets Fund

State Grants 100,000

State Grants - PA 82 85,236

Interest Income 3,209

Miscellaneous Fees	<u>125</u>
Total Revenue Increase (Decrease)	<u>\$ 188,570</u>

Retirement - Defined Benefit	2,109
Retirement - Defined Benefit	6,160
Retirement - Defined Benefit	(5,949)
Professional Services	<u>6,250</u>
Total Expenditure Increase (Decrease)	<u>\$ 8,570</u>

Net Increase (Decrease) to Fund Balance	<u>\$ 180,000</u>
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Solid Waste Fund

State Grant - Local Comm Stab Auth	4,000
Interest Income	11,304
Charges for Services - 92 Gal Dumpster	<u>10,000</u>
Total Revenue Increase (Decrease)	<u>\$ 25,304</u>

Retirement - Defined Benefit	(18,946)
Professional Services	6,250
Workers Compensation Insurance	<u>-</u>
Total Expenditure Increase (Decrease)	<u>\$ (12,696)</u>

Net Increase (Decrease) to Fund Balance	<u>\$ 38,000</u>
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Community Development Block Grant Fund

Federal Grants	<u>16,355</u>
Total Revenue Increase (Decrease)	<u>\$ 16,355</u>

Retirement - Defined Benefit	16,255
Retirement - Defined Benefit	<u>100</u>
Total Expenditure Increase (Decrease)	<u>\$ 16,355</u>

Net Increase (Decrease) to Fund Balance	<u>\$ -</u>
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2011 Library/Recreation Debt Service Fund

Interest Income	<u>26</u>
Total Revenue Increase (Decrease)	<u>\$ 26</u>

Debt Service - Paying Agent Fee	<u>76</u>
Total Expenditure Increase (Decrease)	<u>\$ 76</u>

Net Increase (Decrease) to Fund Balance \$ (50)

Sidewalk Special Assessment Fund

Interest Income 1,092

Total Revenue Increase (Decrease) \$ 1,092

Retirement - Defined Benefit 1,092

Total Expenditure Increase (Decrease) \$ 1,092

Net Increase (Decrease) to Fund Balance \$ -

Water and Sewer Fund

Reimbursement - SAW Grant 78,000

Interest Income 15,500

Reimbursement - Miscellaneous 10,000

Total Revenue Increase (Decrease) \$ 103,500

Health Insurance (19,518)

Retirement - Defined Benefit 2,644

Retirement - Defined Benefit 32,302

Retirement - Defined Benefit 500

Retirement - Defined Benefit 36,862

Professional Services 6,250

Depreciation (280,000)

Health Insurance (12,980)

Retirement - Defined Benefit 20,638

Retirement - Defined Benefit 22,945

Retirement - Defined Benefit 21,475

Depreciation (510,000)

Total Expenditure Increase (Decrease) \$ (678,882)

Net Increase (Decrease) to Fund Balance \$ 782,382

Motor Pool Internal Service Fund

Charges for Services - General Fund (84,600)

Charges for Services - Sidewalk & Spec 60,000

Interest Income 209

Transfer In - General Fund (25,000)

Total Revenue Increase (Decrease) \$ (49,391)

Transportation 3,800

Capital Outlay 60,000

Total Expenditure Increase (Decrease)	<u>\$ 63,800</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (113,191)</u>
<u>Risk Management Fund</u>	
Interest Income	(1,500)
Miscellaneous Fees	(10,000)
Charges to Other Funds	<u>(22,046)</u>
Total Revenue Increase (Decrease)	<u>\$ (33,546)</u>
Insurance - Workers Compensation	34,900
Insurance - Liability and Property	<u>15,829</u>
Total Expenditure Increase (Decrease)	<u>\$ 50,729</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (84,275)</u>
<u>General Employees Retirement System Fund</u>	
Employee Contribution - General	1,000
Gain (Loss) on Investments	(316,745)
City Pension Contribution	<u>178,745</u>
Total Revenue Increase (Decrease)	<u>\$ (137,000)</u>
Professional Services	15,000
Retirement Benefits	(155,000)
Retiree Contribution Refunds	<u>3,000</u>
Total Expenditure Increase (Decrease)	<u>\$ (137,000)</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>
<u>Public Safety Retirement System Fund</u>	
Employee Contribution - Public Safety	49,000
Employee Contribution - RHC	12,000
Gain (Loss) on Investments	(714,239)
City Pension Contribution	285,089
City Contribution - RHC	<u>21,117</u>
Total Revenue Increase (Decrease)	<u>\$ (347,033)</u>
Retiree Healthcare	(117,983)
Retiree Life Insurance	(50)
Retiree Dental	(3,000)
Professional Services	(10,000)
Retirement Benefits	(246,000)
Retiree Contribution Refunds	<u>30,000</u>

Total Expenditure Increase (Decrease)	<u>\$ (347,033)</u>
Net Increase (Decrease) to Fund Balance	<u>\$ -</u>

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

MOTION DECLARED ADOPTED

Finance Director Crawford reported that the City's annual budget was adopted on May 16, 2018 and effective on July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year in order to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The proposed amendments are based on actual and projected activity-to-date. The proposed budget amendment has an impact on the fund balance of the General Fund while keeping the estimated fund balance at approximately 19% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

CALL TO THE AUDIENCE:

Ed Bass, 24250 Kipling, asked about the new Kroger development and Mayor McClellan responded that plans are proceeding.

CALL TO THE COUNCIL:

Mayor Pro Tem Radner thanked everyone who helped a family in need due to the government shutdown.

Council Member Burns reminded everyone to please dress appropriately for the cold weather.

Council Member Weiss thanked those who walked in the Southfield Martin Luther King Jr. event and also reminded everyone about upcoming Community Center and Library events.

Council Member Rich wished everyone a good night.

Mayor McClellan indicated that she attended a Martin Luther King Jr. event at the High School and thanked everyone for coming to the meeting.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:05 P.M.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: February 4, 2019

AGENDA #

SUBJECT: Request to cancel the February 11, 2019 Planning Commission meeting.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: The Chairperson of the Planning Commission is requesting the February 11, 2019 Planning Commission meeting be cancelled. There is no business scheduled before the Planning Commission.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: The City Council consider accepting the request of the Chairperson of the Planning Commission and cancel the February 11, 2019 Planning Commission meeting.

APPROVALS:

City Manager: _____

Department Director: _____

Director of Finance: _____

Budgeted: ☒ N/A

Legal: ☒ N/A

EXHIBITS:

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 4, 2019**AGENDA #**

SUBJECT: Payment Application No. 1 for the 2018-2019 Miscellaneous Concrete Repair Project, M-682.

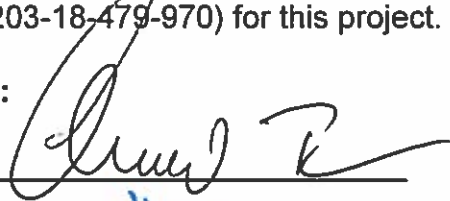
DEPARTMENT: DPW/Technical & Planning – Engineering *KJY/GWS*

SUMMARY: Attached is Payment Application No. 1 for the 2018-2019 Miscellaneous Concrete Repair Project, M-682. This project repairs damaged concrete from water main breaks, sewer repairs, and other deteriorated sections throughout the City. This project is currently 69% complete.

FINANCIAL STATEMENT: Original Contract Amount: \$340,791.14

Total Completed to Date:	\$236,335.30
Less Retainage:	\$ 11,816.77
Net Earned:	\$224,518.53
Deductions:	\$ 0.00
Balance:	\$224,518.53
Payments to Date:	\$ 0.00
Amount Due Mattioli Cement Company, LLC.:	\$224,518.53

RECOMMENDED ACTION: It is recommended that Payment Application No. 1 for the 2018-2019 Miscellaneous Concrete Repair Project, M-682 to Mattioli Cement Company, LLC be approved for the amount of \$224,518.53. Funding is available in the Water & Sewer Fund (592-18-550-970) and Local Street Fund (203-18-479-970) for this project.

APPROVALS:City Manager: Department Director: Director of Finance: Budgeted: ☒

Legal: NA

EXHIBITS: Payment Application No. 1

PAYMENT APPLICATION

PROJECT: 2018-2019 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-682

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 1

CONTRACTOR: MATTIOLI CEMENT COMPANY
6085 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 11/15/2018

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT	2,614	SYD	\$10.00	1,366.98	\$13,669.80	1,366.98	\$13,669.80
2	NORTHEND CONCRETE PAVEMENT REMOVAL	2,122	SYD	\$10.00	2,121.79	\$21,217.90	2,121.79	\$21,217.90
3	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC.	2,612	SYD	\$53.81	1,258.66	\$67,728.49	1,258.66	\$67,728.49
4	NORTHEND CONCRETE PVMT W/ INT.CURB & GUTTER 9" CONCRETE	2,122	SYD	\$49.81	2,121.79	\$105,686.36	2,121.79	\$105,686.36
5	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	150	SFT	\$6.00	384.97	\$2,309.82	384.97	\$2,309.82
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK	150	SFT	\$5.00	646.50	\$3,232.50	646.50	\$3,232.50
7	CONC. PVMT 24" CURB & GUTTER SECTION NON REINF 9" CONC.	25	LFT	\$33.00	10.00	\$330.00	10.00	\$330.00
8	ADJUSTING DRAINAGE STRUCTURES	10	EA	\$250.00	4.00	\$1,000.00	4.00	\$1,000.00
9	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	50	SFT	\$22.00	0.00	\$0.00	0.00	\$0.00
10	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR LIMESTONE)	2,612	SYD	\$5.00	1,167.35	\$5,836.75	1,167.35	\$5,836.75
11	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	200	SYD	\$9.00	84.97	\$764.73	84.97	\$764.73
12	NORTHEND AGG. BASE UNDER 9" CONC (3" 21AA CR LIMESTONE)	2,122	SYD	\$5.00	2,121.79	\$10,608.95	2,121.79	\$10,608.95
13	DRAINAGE STRUCTURE COVER	1,760	LBS	\$1.76	0.00	\$0.00	0.00	\$0.00
14	MINOR TRAFFIC DEVICES	1	LSUM	\$6,500.00	0.50	\$3,250.00	0.50	\$3,250.00
15	PROJECT CLEAN UP	1	LSUM	\$14		\$700.	0.50	\$700.00
16	INSPECTION CREW DAYS	20	DAY	\$320	1	\$0		\$0

Period Total Amount: \$236,335.30 **Amount to Date:** \$236,335.30

Original Contract Amount: \$340,791.14

Earnings This Period: \$236,335.30

Total Earnings to Date: \$236,335.30

Less Retainage: \$11,816.77

Net Earned: \$224,518.53

Deductions: \$0.00

Balance: \$224,518.53

Payments to Date: \$0.00

AMOUNT DUE MATTIOLI CEMENT COMPANY: \$224,518.53

Accepted By:

Mattioli Cement Company

Date:

12-14-18

Approved By:

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

Date:

12/18/2018

MERCHANT'S LICENSES - FEBRUARY 4TH, 2019

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
2018 RENEWALS	ADDRESS	FEES	BUSINESS TYPE
DISCOVERED OPERATING WITHOUT A BL	ADDRESS	FEES	BUSINESS TYPE
2019 RENEWALS	ADDRESS	FEES	BUSINESS TYPE
HUNTINGTON CLEANERS	8775 CAPITAL	\$187.50	DRY CLEANERS
HUNTINGTON CLEANERS	12980 CAPITAL	\$187.50	BLIND/DRAPERY CLEANING
HUNTINGTON CLEANERS	13000 CAPITAL	\$187.50	DRY CLEANERS
VALLEY CITY LINEN	13165 CLOVERDALE	\$150.00	LINEN SUPPLY
PHYSICAL MEDICINE REHAB	21675 COOLIDGE 1A	\$150.00	OUTPATIENT CLINIC
TIM HORTONS	22211 CAPITAL	\$150.00	COFFEE/BAKED GOODS
DANNY'S FINE WINE	23063 COOLIDGE	\$150.00	PARTY STORE
COMPLETE VICTORY FITNESS	23120 COOLIDGE	\$187.50	FITNESS STUDIO
RAMSAY F DASS	24601 COOLIDGE	\$150.00	DOCTORS OFFICE
SPEEDWAY	24771 COOLIDGE	\$150.00	GAS STATION
CARING DENISTRY	26021 COOLIDGE	\$150.00	DENTAL OFFICE
FARS FILL UP	13500 EIGHT MILE	\$187.50	GAS STATION
CUSTOM CONCEPT COLLISION	14051 ELEVEN MILE	\$150.00	AUTO BODY SHOP
BLVD SUITES	14241 ELEVEN MILE	\$150.00	HOUSING SOLUTION
SEERCO	14441 ELEVEN MILE	\$150.00	GENERAL CONTRACTOR
MONALOCKS HAIR	23020 GENEVA	\$187.50	NATURAL HAIR SALON
DIAMOND STAR FINE JEWELRY	21700 GREENFIELD 322	\$150.00	FINE JEWELRY
NATASHA INTERNATIONAL	21700 GREENFIELD 353	\$187.50	JEWELER
FEDEX #1693	24760 GREENFIELD	\$150.00	MAILING
MY DREAM CLOZET	25250 GREENFIELD	\$187.50	WOMENS CLOTHING BOUTIQUE
CONSERVATIVE CUTS	26090 GREENFIELD	\$187.50	BARBER SHOP
VINT II	15075 LINCOLN 104	\$150.00	CONVENIENT STORE
WOOSHED STUDIOS	8130 NINE MILE	\$187.50	MUSIC PRODUCTION, AUDIO RECORDING, RECORDING STUDIO
NEIGHBOR OAK PARK	8600 NINE MILE	\$187.50	GAS STATION
SALIENT SIGN STUDIO	8720 NINE MILE	\$187.50	COMMERCIAL SIGNS AND GRAPHICS
VALVOLINE INSTANT OIL CHANGE	13300 NINE MILE	\$150.00	QUICK LUBE
DAVISON CONEY ISLAND	13631 NINE MILE	\$150.00	DINE IN & CARRY OUT RESTAURANT
LIGHTHOUSE LIQUOR	13651 NINE MILE	\$150.00	LIQUOR STORE, CHECK CASHING, BILL PAY
OAK PARK DENTAL CENTER	13730 NINE MILE	\$187.50	DENTAL OFFICE

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 507480**January 9, 2019**

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 Monday, December 31, 2018

\$12,083.34**Fee Total****Total Costs Advanced****\$0.00****Total Fees and Disbursements: \$12,083.34**

*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.*

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 507481

January 9, 2019

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

Re: Aaron G. Pergament v City of Oak Park

*Client 7406
Matter 41*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Monday, December 31, 2018

\$42.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$42.00

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 507482

January 9, 2019

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

*Re: Tina Polk and Richard Newton v City of Oak
Park, County of Oakland, et al.*

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Monday, December 31, 2018

\$266.00

Fee Total

Total Costs Advanced

\$0.00

Total Fees and Disbursements: \$266.00

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

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE XIX – SPECIAL LAND USES, 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 XIX, SPECIAL LAND USES, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to the following:

ARTICLE XIX. - SPECIAL LAND USES

Sec. 1900. - General standards.

Special land uses are uses which would be appropriate in a particular district at certain locations, provided they are compatible with other uses in the district. Approval shall be subject to meeting special standards and any specific conditions imposed by the planning commission that are designed to ensure their compatibility with neighboring uses.

For all special land uses, a site plan shall be submitted for **review and** approval by the ~~city council~~ **planning commission**, after a public hearing by the planning commission, and shall conform to the requirements and procedures for site plan review set forth in section 1725. If the plans meet the required standards of this ordinance and indicate no adverse effects, which in the opinion of the planning commission ~~and city council~~, cause injury to the residents, users, or owners of adjoining property, or the city as a whole, the ~~council~~ planning commission shall approve the use. In consideration of all applications for special land use approval, the planning commission ~~and city council~~ shall review each case individually as to its applicability and must find affirmatively to each of the following standards of the proposed special land use if it is to be approved. Such uses shall be subject to conditions, restrictions and safeguards deemed necessary within the scope of the law as set forth below.

- A. The proposed special land use shall be of such location, size and character that it will be in harmony with the appropriate and orderly development of the surrounding neighborhood and/or vicinity and applicable regulations of the zoning district in which it is to be located.
- B. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location of and access to off-street parking, and provisions for pedestrian safety.
- C. The location, size, intensity, site layout and periods of operation of any such proposed use shall be designed to eliminate any possible nuisance emanating therefrom which might be noxious to the occupants of any other nearby permitted uses, whether by reason of dust, noise, fumes, vibration, smoke or lights.
- D. The proposed use shall be such that the proposed location and height of building or structures and location, nature and height of walls, fences and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.
- E. The proposed use shall relate harmoniously with the physical and economic aspects of adjacent land uses as regards to prevailing shopping habits, convenience of access by prospective

patrons, continuity of development, and need for particular services and facilities in specific areas of the city.

- F. The proposed use is necessary for the public convenience at the proposed location.
- G. The proposed use is designed, located, planned and to be operated that the public health, safety and welfare will be protected.
- H. The proposed use shall not cause substantial injury to the value of other property in the neighborhood in which it is to be located and will not be detrimental to existing and/or other permitted land uses in the zoning district.

Sec. 1901. - Procedures.

- A. *Approval.* If the ~~city council~~ **planning commission** determines that the particular special land use(s) should be allowed, it shall clearly set forth in a special land use permit the particular use(s) which have been allowed. Thereafter, the building official may issue a building permit in conformity with the particular special land use so approved. In all cases where a particular special land use has been granted as provided herein, application for a building permit in pursuance thereof must be made and received by the city not later than six months thereafter, or such approval shall automatically be revoked, provided, however, the ~~city council~~ **planning commission** may grant an extension thereof for good cause shown under such terms and conditions and for such period of time not exceeding six months as it shall determine to be necessary and appropriate. In addition, construction shall commence within one year of receiving a building permit, or approval shall be automatically revoked, provided, however, that the ~~city council~~ **planning commission** may grant a six-month extension for good cause.
- B. *Denial.* If the ~~city council~~ **planning commission** determines that the particular special land use(s) requested does not meet the standards of this ordinance or otherwise will tend to be injurious to the public health, safety, welfare or orderly development of the city, it shall deny the application by a written endorsement thereon which clearly sets forth the reason for such denial.
- C. *Record.* The decision on a special land use shall be incorporated in the minutes of the ~~city council~~ **planning commission** meeting at which it was considered. The minutes shall specify any conditions imposed.
- D. *Hearings.* The planning commission shall investigate the circumstances of each such case and give notice of the time and place of any hearing, meeting or review which may be held relative thereto by publishing one notice in a newspaper which circulates in the city, and sent by mail or personal delivery to the owners of property and occupants of structures **as required by law** within 300 feet of the boundary of the property in question. ~~The notice shall be given not less than 5 nor more than 15 days before the date the application will be considered. The minutes of the public hearing shall be forwarded to the city council.~~
- E. *Conditions.* The ~~city council~~ **planning commission** may impose such conditions or limitations in granting approval as may be permitted by state law and this ordinance which it deems necessary to fulfill the spirit and purpose of this ordinance. The conditions may include, conditions necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land and to promote the use of the land in a socially and economically desirable manner. Conditions imposed shall:
 - 1. Be designed to protect natural resources, the health, safety, welfare and the social and economic well-being of those who will use the land use or activity, those adjacent to the proposed land use or activity, and the community as a whole.
 - 2. Be related to the valid exercise of the police power and purposes which are affected by the proposed use or activity.

3. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this ordinance for the land use or activity under consideration; and be necessary to ensure compliance with those standards.

The conditions imposed with respect to the approval of a land use or activity shall be recorded in the record of the approval action (special land use permit) and shall remain unchanged except upon the mutual consent of the approving authority and the landowner. The planning commission shall maintain a record of changes granted in conditions.

Sec. 1902. - Vehicle convenience stations.

Vehicle convenience stations may be permitted in certain districts specified in this ordinance subject to the following:

- A. Retail gasoline sales and convenience commercial facilities (no vehicle repair).
 1. All structures, including canopies, shall conform to the setback provisions in section 1600, Schedule of district regulations.
 2. All retail sales activity, other than gasoline sales, shall be conducted entirely within a completely enclosed structure. No outside storage of any product or material is permitted.
 3. All lighting shall be noted on the site plan and shielded downward and away from adjacent properties and rights-of-way. All lighting shall be designed to prevent glare from negatively impacting adjacent properties or rights-of-way.
 4. There shall be no storage of vehicles on the site, including wreckers or other service vehicles.
 5. A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any Residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.
 6. There shall be no loudspeaker or public address system other than individual intercom systems for each pump.
 7. No vehicle wash facilities, whether roll-over, self-serve, or drive-thru, are permitted unless approved by ~~city council~~ **the planning commission** under section 1927.
 8. Primary ingress/egress shall be off of a major or secondary thoroughfare as designated on the city's adopted master plan. Secondary ingress/egress on all residential streets shall be designed to reduce negative impact on adjacent residential areas.
 9. All trash storage areas shall be screened from view by a six-foot high masonry enclosure approved by the ~~city council~~, ~~after review by the~~ planning commission.
 10. The location, size and type of all above-ground and underground storage tanks and piping shall be noted on the site plan. All tanks shall have appropriate secondary containment and leak detection which shall be noted on the site plan. All tanks shall be registered and otherwise comply with all state and local codes.
- B. Retail gasoline sales with limited repair facilities.
 1. Compliance with the provisions outlined in section 1902.A.1—10 and 1903.A—E.
 2. No outdoor storage or parking of wreckers or other service vehicles is permitted.

Sec. 1903. - Vehicle service centers.

Vehicle service centers such as muffler and brake shops, new tire sales, tune-up shops, quick oil change shops, and similar establishments for minor repairs, routine maintenance and auto accessories, may be permitted in certain districts specified in this ordinance subject to the following:

- A. The use shall be completely enclosed within a building.
- B. No vehicles awaiting repair shall remain on-site for more than 36 hours.
- C. A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any Residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.
- D. All trash storage areas shall be screened from view by a six-foot high enclosure approved by ~~the city council, after review~~ by the planning commission. Old parts such as tires, mufflers, pipes, and the like, shall be kept inside the enclosure and shall not be permitted to accumulate for periods longer than one week unless stored within the building.
- E. Management plans shall be submitted for the collection, storage, and recycling or proper disposal of all new, used or waste automotive fluids resulting from repair or service operations.

Sec. 1904. - Vehicle repair garages.

Vehicle repair garages including body repair, body painting, engine rebuilding, rust-proofing, and similar activities, may be permitted in certain districts specified in this ordinance, subject to the following:

- A. No vehicles awaiting service shall remain on-site for more than 36 hours.
- B. All repair services shall be conducted within a completely enclosed building.
- C. All trash storage areas shall be screened from view by a six-foot high enclosure approved by ~~the city council, after review~~ by the planning commission. The trash containers shall be emptied at least once each week. All discarded vehicle parts shall be kept inside the enclosure and shall not be permitted to accumulate for periods longer than one week unless stored within the building.
- D. A six-foot high masonry face brick wall or poured concrete wall with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.
- E. Management plans shall be submitted for the collection, storage, and recycling or proper disposal of all new, used or waste automotive fluids resulting from repair or service operations.

Sec. 1905. - Cemeteries.

Cemeteries may be permitted in all residential districts, subject to the following:

- A. Minimum site size shall be 20 acres with a minimum lot width of 330 feet.
- B. There shall be no burial plots within 50 feet of any property line.
- C. 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.
- D. On all sides abutting property in a zoning district that permits residential uses, there shall be a landscaped greenbelt at least 25 feet wide.

Sec. 1906. - Places of worship.

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

- A. The site shall have direct access to a major or secondary thoroughfare as designated on the city's adopted master plan.
- B. 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 ~~city council~~ **planning commission**. The ~~city council~~ **planning commission** may permit the substitution of a landscaped greenbelt or earth berm after submission and review of a landscape plan.
- C. 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.
- D. 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.
- E. The site plan shall detail any proposed outdoor use areas (playgrounds, shrines, etc.), including means of pedestrian and vehicular access, if applicable.

Sec. 1907. - Educational institutions.

Educational institutions including pre-schools, elementary, middle, and high schools, colleges, universities and other such institutions of higher learning for profit and nonprofit, offering courses in general, technical, or religious education may be permitted in certain districts specified in this ordinance, subject to the following:

- A. All ingress and egress from said site shall be directly onto a major or secondary thoroughfare, as designated on the city's adopted master plan.
- B. No building other than a single-family residential dwelling shall be closer than 50 feet to any property line and/or existing or proposed public right-of-way.
- C. All service and storage areas shall be screened from view by a masonry wall at least six feet high, ~~approved by the city council after review~~ by the planning commission.
- D. All areas for student and staff parking shall be set back at least 50 feet from an abutting residential district or residential use.
- E. No outdoor use areas (playgrounds, athletic facilities) shall take place within 75 feet of an abutting residential use.
- F. The site plan shall clearly demonstrate that the parcel size has the ability to provide adequate space for buildings, parking, setback, open space, landscaping, and the like.

Sec. 1908. - Reserved for future use.

Sec. 1909. - Commercial outdoor recreation.

Commercial outdoor recreation such as, golf driving ranges, miniature golf, batting practice cages, water slide parks, tourist-oriented outdoor amusements, and similar uses, may be permitted in certain districts as specified in the ordinance, subject to the following:

- A. No activities shall take place within 100 feet of an abutting residential district.
- B. Use of loudspeaker or public address systems for broadcasting music or continuous announcements shall be prohibited.
- C. An outdoor lighting plan shall specify the type of fixtures to be used, light intensity, and method of shielding the fixtures so that light does not project onto adjoining properties or interfere with driver visibility on any public or private street or public right-of-way.
- D. Hours of operation may be restricted by the ~~city council~~ **planning commission** in order to reduce the impact of the proposed use on abutting residential areas.
- E. All protective fencing/netting locations shall be detailed on the site plan. The planning commission ~~and city council~~ may regulate type, size and location, of said fencing/netting for aesthetic, visibility and safety purposes.

Sec. 1910. - Convalescent or rest home.

A convalescent or rest home, orphanage, or home for the elderly may be permitted, in certain districts as specified in this ordinance, subject to the following:

- A. All vehicular ingress and egress shall be directly onto a major or secondary thoroughfare as designated on the city's adopted master plan.
- B. The minimum site size shall be two acres.
- C. All buildings shall be set back at least 50 feet from all property lines.
- D. There shall be minimum of 25 square feet of outdoor recreation space per resident cared for, in such areas as garden's, patios, decks, and the like. Recreation space must be fully accessible and barrier-free.

Sec. 1911. - Drive-in restaurant.

Because of the auto-oriented character of drive-in restaurants and similar establishments, they shall be permitted in certain districts specified in this ordinance, provided the following conditions are met:

- A. A building setback of at least 60 feet from the proposed future street right-of-way lines, as shown on the city's adopted thoroughfare plan, shall be maintained.
- B. Ingress and egress points shall be located at least 50 feet from the intersection of any two street right-of-way lines or abutting residential district.
- C. Lighting shall be shielded so that it does not project onto abutting property or streets, nor shall it interfere with driver visibility.
- D. A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.

- c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

Sec. 1912. - Kennels, commercial.

Commercial kennels and animal hospitals may be permitted in certain districts specified in this Ordinance, subject to the following:

- A. The site shall abut a public road shown as a major or secondary thoroughfare on the city's adopted master plan.
- B. All pens and runs shall be completely enclosed within a building.
- C. All breeding areas shall be completely enclosed.
- D. All animals shall be adequately housed, fenced and maintained so as not to be or become a public or private nuisance. The premises shall be maintained in such a manner so as not to be harmful to surrounding properties, or create any hazard or detriment to public health, safety or general welfare.
- E. Kennels housing more than ten dogs shall provide one off-street parking space for each five kennel runs. Other uses shall provide parking to accommodate the maximum number of patrons using the facility at any one time in accordance with section 1726, Off-street parking.
- F. A six-foot high masonry face brick wall or poured concrete wall with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four, 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.
- G. Any use permitted by the city under this section shall terminate immediately when the lot area requirements herein set forth are decreased in any manner or the provisions of this ordinance violated.

Sec. 1913. - Group child care facilities.

Group child care facilities may be located in certain districts specified in this ordinance, subject to all of the following:

- A. No such use may be located closer than 1,500 feet to another such use;
- B. All outdoor use areas shall be enclosed by a four-foot high chain link fence to insure child safety;
- C. The property shall be maintained consistently with the visible characteristics of the neighborhood;
- D. Shall provide adequate drop-off and waiting spaces so parents' cars are not required to stand in a public right-of-way or block ingress to the site;
- E. The site layout shall ensure pedestrian safety by designating play areas, separated from parking and driveways; and
- F. Upon approval of a group day care home or group child care facility by the city-council **planning commission**, the owner or occupant of such home or facility shall register with the city clerk as a group day care home or group child care facility, showing proof of certification as such by the State of Michigan Family Independence Agency.

Sec. 1914. - Outdoor sales lots.

Outdoor sales lots for automobiles, trucks, trailers, boats, mobile homes, and similar uses may be permitted in certain districts specified in this Ordinance, subject to the following:

- A. All outdoor lighting shall be shielded from projecting onto adjacent property or rights-of-way and shall not interfere with driver visibility.
- B. No vehicles or merchandise for sale shall be displayed within any required greenbelts.
- C. Loudspeakers or public address systems may be permitted subject to the following criteria:
 - 1. Any proposed sound system shall be clearly detailed on the site plan.
 - 2. The facility and proposed sound system shall be designed so as to minimize the level of noise generated. Such design alternatives include, but are not limited to, sound deadening construction materials, time/volume limitations on use of sound systems, directional/locational limitations on speaker/public address system locations, and landscaping.
 - 3. The planning commission shall review the special approval in one year to determine if there are any noise-related problems regarding the approved sound system. In reviewing the special approval, the planning commission shall consult the police department and code assistance. Reports from these departments, along with any public comment at the review hearing, shall be the basis for any subsequent decision(s) by the planning commission.
 - 4. If the planning commission finds a noise-related problem(s), based upon police, code assistance and public comment as noted above, the planning commission may ~~recommend to the city council~~ require that additional measures be taken by the owner to reduce or eliminate the noise-related problem in accord with D.2 above. ~~City council will make the final determination.~~
- D. A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

Sec. 1915. - Public recreation uses.

Public recreation uses such as parks, playgrounds, golf courses, ball fields, and stadiums may be permitted in certain districts specified in this ordinance, subject to the following:

- A. No activities shall take place within 30 feet of an abutting residential use or district.
- B. Use of loudspeaker or public address systems shall be limited in terms of number of events per year and hours of events, so as to minimize impacts on adjacent residential areas. Said limitation shall be clearly set forth in the special land use permit.
- C. Outdoor lighting shall be restricted in terms of hours or operation. All lights shall be shielded so as to not project onto adjoining properties, rights-of-way, or impair driver visibility.

Sec. 1916. - Public buildings without storage yards.

Public buildings such as libraries, fire stations, recreation centers, and similar uses, may be permitted in certain district specified in this ordinance, subject to the following:

- A. There shall be no outdoor storage yard or uses like a public works garage. (See section 1925 for regulations regarding outdoor storage yards).
- B. The site shall have all access from a major or secondary thoroughfare as designated on the city's adopted master plan.
- C. All off-street parking shall be screened from abutting residential property by a six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

A three-foot high landscaped berm within a greenbelt of at least 20 feet in width may be substituted for the required masonry wall.

Sec. 1917. - Vehicle dealers (classes A, B, W).

Vehicle dealers shall be subject to the following regulations except as otherwise specified in this ordinance:

- A. *General provisions.* In B-2, general business districts, and LI, light industrial districts, the following minimum standards apply:
 - 1. All vehicle dealers shall have a solely dedicated permanent structure containing not less than 500 square feet of interior floor space to be used as business or sales office, in which customers may enter and transact business, and in which heating, plumbing, and restrooms are provided. Such building shall also include a bay in which vehicles can be brought in for minor servicing, cleaning, and preparation for sales.
 - 2. All cleaning and refurbishing of vehicles must be performed within an enclosed permanent building. No repair or refinishing shall be done outside on the lot.
 - 3. Outdoor loudspeakers or public address systems shall not be permitted.
 - 4. The required vehicle display area shall conform to the following requirements:
 - a. Access to each individual vehicle shall be provided. Vehicles shall not be positioned in a stacked or packed formation.
 - b. There shall be no storage or display of vehicles in the public right-of-way.
 - c. Vehicles for sale shall be prohibited from parking within any maneuvering lane or driveway.
 - d. Outdoor storage of inoperable or part-stripped vehicles shall be prohibited from the site.
 - 5. The setback areas along street frontages shall not be used for the parking or for the storage/display of vehicles. Separate off-street parking shall be provided in compliance with the regulations contained in section 1726 and the following provision:
 - a. The minimum number of parking spaces to be provided shall be calculated based on the formula of five spaces plus one space per each 15 used car storage/display spaces.
 - 6. Grounds shall meet, or be improved to comply with, the following site design requirements:

- a. The site shall be hard-surfaced, graded and drained in accordance with the regulations of section 1726. Concrete curbing shall be provided along the perimeter of the parking area.
- b. Maneuvering lanes for the storage/display area shall be a minimum of 20 feet in width.
- c. The setback areas along street frontages shall be a landscaped greenbelt measuring minimum of ten feet in width. Landscape plans must be included in application for review. See landscape provisions in section 1716 of the ordinance.
- d. Overhead service doors shall not face or open toward residentially zoned property.
- 7. A six-foot-high masonry wall of face brick, six-foot-high simulated brick pattern poured concrete wall, or a six-foot-high pressure-treated wood or vinyl obscuring fence. 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.
- a. 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 section 1716.
- 8. All lighting on the site shall be shielded. All glare shall be eliminated from all light fixtures and not encroach upon abutting properties. Lighting shall otherwise not direct illumination upon abutting properties, or emit illumination upon abutting properties in a manner that or of such magnitude that encroaches upon their peace. The light poles shall be no higher than 20 feet. Upward-directed lighting, searchlights, moving beams, and spotlights shall not be permitted.
- 9. A vehicle dealer licensed business shall be issued only for use on the premises named in the license application and such location shall not be changed without the approval of the city clerk. The clerk shall not approve such a transfer unless the new location conforms with all applicable ordinances.
- B. *LI, light industrial districts.* Classes B and W vehicle dealer licenses permitted only in combination with a towing, body shop (collision-related mechanical repair and unitized body structural repair only) or custom utility vehicle manufacturer subject to the following:
 - 1. The minimum lot area for a class B vehicle dealer shall be a solely dedicated 5,000 square feet and for class W licenses a solely dedicated 2,500 square feet.
 - 2. There shall be provided a minimum of ten storage/display spaces for class B licenses and five storage/display spaces for class W licenses.
- C. *B-2, general business districts.* Classes A and B vehicle dealer licenses permitted for automobile dealerships, showrooms and used car lots subject to the following:
 - 1. The minimum lot area for a class A or B vehicle dealer shall be a solely dedicated 10,000 square feet.
 - 1. There shall be provided a minimum of ten storage/display spaces.

Sec. 1918. - Utility structures, utility transmission systems, utility transmission structures, (wireless transmission/reception/relay towers).

- A. *Local utility 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:
 - 1. Operating requirements necessitate the proposed location in order to serve the residents of the city.
 - 2. All such uses shall be completely enclosed and without storage yards.
 - 3. No structure shall exceed the height limit of the district in which it is to be located.

4. All buildings shall be designed to be compatible in style and materials with other uses permitted in the district.
5. No building shall be located closer than 50 feet to any property line abutting land zoned for residential use.
6. A minimum 15-foot landscaped greenbelt shall be provided around the entire perimeter of the utility building site.
7. Adequate off-street parking shall be provided for any service personnel and all drives and parking areas shall be paved with asphalt or concrete.

B. *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 ~~city council~~ **planning commission**, subject to the following requirements and standards:

1. All such utility lines shall follow existing utility corridors where possible, and reasonable, as determined by the planning commission.
2. 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.
3. 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.
4. During construction or repair of any facilities approved hereunder, the following shall be required:
 - a. All internal roads shall be kept dust-free.
 - b. Any damage to public or private roads, fences, structures, or facilities shall be repaired immediately.
 - c. 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.
 - d. All construction operations shall be confined to daylight hours, Monday through Saturday, unless permitted in writing by the planning commission.
5. 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.

C. *Utility transmission structures.* Utility transmission structures, such as but not limited to, high voltage electric stations, gas compressor stations, oil storage facility, and wireless communications, receiving or transmitting towers, shall require special land use approval by the ~~city council~~ **planning commission** subject to the following requirements and standards:

1. 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

2. 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 ~~city council~~ **planning commission**.
3. 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 ~~city council~~ **planning commission** after considering the type, size, height, and anticipated noise levels of all equipment being proposed:
 - a. A landscaped earthen berm at least six feet high with a 3:1 side slope, along all sides of the equipment.
 - b. An obscuring fence or a masonry wall at least six feet high, completely surrounding the equipment.
 - c. Any combination of the above requirements approved by the planning commission and ~~city council~~.
4. 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 ~~city council~~ **planning commission** and only when fully enclosed within a building.
5. 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.
6. 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.
7. Where the utility transmission structure proposed is a wireless transmission, receiving or relay tower, it shall comply with the following special standards:
 - a. *Standards and conditions applicable to all 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 colocate 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
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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.
- b. *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 subsections A above:
 1. 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.
 2. 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.
 3. 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:
 - a. Municipally owned site.
 - b. Other governmentally owned site.
 - c. Religious or other institutional site.
 - d. Public park and other permanent open space areas.
 - e. Other locations if none of the above is available.
 - c. *Requirements for colocation.*
 1. 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.
 2. All new and modified wireless communication facilities shall be designed and constructed so as to accommodate colocation.
 3. 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.
 4. 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.

d. *Incentive.*

1. 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.
2. 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.
3. Review of an application for colocation shall be expedited by the city.

e. *Removal.*

1. 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:
 - a. 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.
 - b. 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.
2. 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.
3. 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.
4. 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.

Sec. 1919. - Self-storage facilities.

Self-storage facilities may be permitted in certain districts as specified in the ordinance, subject to the following requirements:

- A. The owner and/or operator shall not permit any non-storage business activity to be conducted from individual storage units. The purpose of self-storage facilities shall be limited to storage of private property by individuals, organizations, and businesses.

- B. The minimum spacing between self-storage buildings shall be 30 feet where a one-way traffic pattern is used and 40 feet for two-way movement of customer vehicles.
- C. If an office and caretaker's quarters are proposed on site, they shall occupy a single building.
- D. 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 ~~city council~~ **planning commission**. In deciding what type of screening to require, the ~~council~~ **planning commission** shall evaluate which would be most appropriate to the neighborhood area in question.
- E. 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.
- F. No individual self-storage unit shall have an interior width greater than ten-feet and there shall be no electrical service to individual units that could be used by customers.
- G. There shall be no storage of hazardous, flammable, explosive, or toxic materials in any storage units at any time.
- H. Any proposed outdoor storage yard proposed in conjunction with a self-storage facility shall be utilized only for recreation vehicles, private automobiles, and customarily manufactured non-commercial vehicles. The intent of this subsection is to prevent use of these facilities for contractor's storage yards, heavy equipment etc.
- I. Box trucks for use by lessees or rental by the general public, subject to the following:
 - a. The self-storage facility may store on the premises not more than two box trucks for moving/transportation of personal property to and from the self-storage facility by lessees of the self-storage facility units.
 - b. The public self-storage facility may have up to six box trucks available for rent by the general public, provided that trucks requiring a commercial driver's license to operate shall be prohibited.
 - c. Box trucks shall be parked behind the front building line of the self-storage facility. The box trucks shall not be parked or otherwise situated upon the property of the public self-storage facility in such a manner that the box trucks serve as signs or advertisements of any kind.
- J. All vehicular use and outdoor storage areas shall be paved with asphalt or concrete.
- K. The minimum lot size for self-storage facilities shall be five acres.

Sec. 1920. - Commercial indoor recreation.

Commercial indoor recreation uses, such as a bowling alley, roller rink, or similar use, may be permitted in certain districts, as specified in this ordinance, subject to the following:

- A. All off-street parking shall be screened from abutting residential property by a six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - 1. One three-inch caliper deciduous tree per 30 feet of wall length.
 - 2. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - 3. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

A three-foot high landscaped berm within a greenbelt of at least 20 feet in width may be substituted for the required masonry wall.

- B. The site shall have direct access to a major or secondary thoroughfare as designated in the city's adopted master plan.
- C. 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 land use permit.

Sec. 1921. - Home center stores.

- A. The site shall be designed to minimize negative impact on adjacent properties with regard to noise, glare, dust or fumes.
- B. Outdoor trash storage areas shall be screened from view by a six-inch high enclosure constructed of the same masonry finish material as the principal building. All trash and refuse shall be stored within said enclosure. Compactors which are accessed directly from the store interior do not require screening.
- C. All loading/truck service areas shall be located in compliance with section 1726M and shall be designed to minimize negative impact on adjoining properties. All vehicular use areas shall be paved with asphalt or concrete.
- D. The site plan shall detail the location of all outdoor material storage areas including storage rack location and height (with material on rack). All outdoor storage areas shall be screened in accordance with the following:

A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:

- a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.
- E. All lighting shall be shielded downward and away from adjacent properties.
- F. Loudspeakers or public address systems may be permitted subject to the following criteria:
 - 1. Any proposed sound system shall be clearly detailed on the site plan.
 - 2. The facility and proposed sound system shall be designed so as to minimize the level of noise generated. Such design alternatives include, but are not limited to, sound deadening construction materials, time/volume limitations on use of sound systems, directional/location limitations on speaker/public address system locations, and landscaping.
 - 3. The planning commission shall review the special approval in one year to determine if there are any noise-related problems regarding the approved sound system. In reviewing the special approval, the planning commission shall consult the police department and code assistance. Reports from these departments, along with any public comment at the review hearing, shall be the basis for any subsequent decision(s) by the planning commission.
 - 4. If the planning commission finds a noise-related problem(s), based upon police, code assistance and public comment as noted above, the planning commission may ~~recommend to the city council that~~ **require** additional measures be taken by the owner to reduce or eliminate

the noise-related problem in accord with F.2 above. ~~City council will make the final determination.~~

Sec. 1922. - Motor freight terminals and trucking facilities.

Motor freight terminals and trucking facilities may be permitted in certain districts, as specified in this ordinance, subject to the following:

- A. The site shall be designed to minimize negative impact on adjacent properties with regard to noise, glare, dust or fumes.
- B. All loading/truck service areas shall be located in compliance with section 1726M and shall be designed to minimize negative impacts on adjoining properties.
- C. Site lighting shall be designed and regulated in accordance with sections 1715 and 1725. All site lighting shall be designed to minimize glare on adjacent properties.
- D. Any proposed maintenance/service facility, including fueling stations, shall be noted on the site plan. The site plan shall detail the location of all underground or above ground storage tanks and storage areas for new or used/waste materials of a hazardous or toxic nature. Method of secondary containment and leak detection, where applicable, shall also be noted on the site plan.
- E. Loudspeakers or public address systems may be permitted subject to the following criteria:
 - 1. Any proposed sound system shall be detailed on the site plan.
 - 2. The facility and proposed sound system shall be designed so as to minimize the level of noise generated and the impact on adjacent properties. Such design alternatives include, but are not limited to, time/volume limitations on the use of sound systems, directional/location limitations, sound deadening construction materials and landscaping.
 - 3. The planning commission shall review the special approval in one year to determine if there are any noise-related problems regarding the approved sound system. In reviewing the special approval, the planning commission shall consult the police department and code assistance whose reports, along with any public comments at the review hearing, shall be the basis for any subsequent decisions by the planning commission.
 - 4. If the planning commission finds a noise-related problem, the planning commission may ~~recommend to the city council that~~ **require** additional measures be taken by the owner to reduce or eliminate the problem(s) in accordance with E.2 above. ~~City council will make the final determination as to need for any changes to the special approval.~~
- F. A six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides, shall be located on all property lines which abut any residential district. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

Sec. 1923. - Commercial television and radio broadcast towers and studios.

Commercial television and radio broadcast towers and studios may be permitted in certain districts, as specified in this Ordinance, subject to the following:

- A. Office buildings and broadcasting studios of radio and television stations shall be subject to the provisions of section 1600, Schedule of district regulations.

- B. Commercial television and radio broadcasting towers shall be located on a continuous parcel having a dimension at least equal to the height of the tower measured from the base of said tower to all points on each property line. Multiple towers on the same parcel or adjoining parcels shall be so situated as to meet the above criteria and be separated from any other tower for a distance of at least equal to the height of the tallest tower. The use of monopole towers shall be required unless the applicant demonstrates that monopole towers are not feasible for the proposed use.

Sec. 1924. - Student dormitory rooms.

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

- A. The site plan shall conform with section 1600, Schedule of regulations, and section 1725, Site plan review and approval.
- B. The minimum site size for an educational campus which includes a dormitory shall be three acres.
- C. An educational campus which includes a dormitory shall be located on a major or secondary thoroughfare as designated in the city's adopted master plan.
- D. 80 square feet of useable floor area shall be provided in each dormitory room for each one bed. This required space shall be exclusive of common lounge areas, kitchens, dining rooms, halls, bathrooms or similar use areas.
- E. 300 square feet of outdoor open space shall be provided for each one bed. This outdoor area shall be available for open space/recreation purposes and shall be exclusive of parking areas, service drives and similar uses.
- F. Bathroom facilities shall be constructed according to the city building code. Showers or similar bathing facilities shall be provided in the ratio of not less than one shower for each seven persons housed.
- G. All school dormitories shall be inspected at least once each year by the city building department to guarantee compliance with all preceding standards.

Sec. 1925. - Outdoor storage yards.

Outdoor storage yards for materials, equipment, vehicles and recycling/reclamation may be permitted in certain districts, as specified in this ordinance, subject to the following:

- A. The site plan shall detail the general location and type of equipment or materials proposed to be stored in the outdoor storage yards.
 - B. All vehicular use areas shall be paved with asphalt or concrete. Areas used exclusively for non-vehicular storage may be gravel or crushed stone surface, as approved by ~~city council~~ the planning commission. All proposed paved surface areas shall be detailed on the site plan.
 - C. All lighting shall be shielded downward and away from adjacent properties and right-of-way. All lighting locations shall be noted on the site plan.
 - D. The storage yard 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. The planning commission may approve a partial or complete substitution of the screening requirement using existing or proposed topography, dense vegetation, or other natural or manmade features that would produce substantially equivalent results of screening and durability.
 - E. No materials, racks, or vehicles shall exceed the height of the required screen wall.
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- F. 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 section 1716.
- G. The planning commission and city council may request review and comment on the proposed outdoor storage yard from the fire marshal and MDEQ where the materials proposed to be stored may pose an environmental or safety hazard.

Sec. 1926. - Central dry cleaning plants.

Central dry cleaning plants may be permitted in certain districts, as specified in this ordinance, subject to the following:

- A. The site plan submittal shall include a floor plan which details the location of all storage areas for hazardous/toxic materials and the method of secondary containment proposed.

Sec. 1927. - Automobile wash facilities.

Self-service and automatic automobile wash facilities may be permitted in certain districts, as specified in this ordinance, subject to the following:

- A. The site plan shall detail all required parking and vehicular standing areas as required in section 1726, Off-street parking.
- B. The site shall be designed to minimize the deposition of excess water from clean vehicles onto adjacent roads. In complying with this subsection, a combination of alternatives may be used including, but not limited to, blowers, hand-drying, length of exit drive and general site design.
- C. The site plan shall detail the location of all proposed vacuum stations. These areas shall be located so as not to conflict with any required parking, drive or automobile standing areas. Self-contained, covered waste receptacles shall be provided at each proposed vacuum station to provide convenient disposal of customer refuse.
- D. The site shall be screened from abutting residential property by a six-foot high masonry wall of face brick or poured concrete with brick pattern on both sides. In addition, a five-foot wide greenbelt shall be installed adjacent to the required wall. This greenbelt shall be planted in accordance with the following:
 - a. One three-inch caliper deciduous tree per 30 feet of wall length.
 - b. Four 24-inch to 30-inch high or wide evergreen or deciduous shrubs per 30 feet of wall length.
 - c. Groundcover shall be either grass, woodchips, or decorative stone. Weedmat shall be installed under stone or woodchips.

A three-foot high landscaped berm within a greenbelt of at least 20 feet in width may be substituted for the required masonry wall.

- E. All lighting shall be noted on the site plan and shall be shielded downward and away from adjacent properties and rights-of-way.

Sec. 1928. - Restaurants in O office building districts.

Restaurants may be permitted in the O office building district subject to the following:

- A. All proposed restaurants shall be within an office building. No freestanding restaurants are permitted. Outdoor dining as an accessory area to a restaurant and subject to the provisions in section 1709.

- B. Parking shall be calculated for the site based on the individual uses, including the restaurant area, in accordance with the parking standards in section 1726.
- C. No drive-thru or drive-in facilities are permitted.

Sec. 1929. - Regulated uses.

It is recognized that there are some uses that, because of their very nature, have serious objectionable operational characteristics, particularly when concentrated in one area, and recognizing that such uses may have a deleterious effect upon adjacent areas, special regulation of these uses is necessary to prevent crime, protect the city's retail trade, maintain property values, and generally protect and preserve the quality of the city's neighborhoods and commercial districts. These special regulations are itemized in this section.

- A. *Types of regulated uses.* The establishment of the following types of uses are declared to be potentially detrimental and to have the possible effect of downgrading and blighting the surrounding neighborhood, particularly when concentrated in one area:
 - 1. Pawnbrokers or pawnshops.
 - 2. Establishments with SDD and SDM licenses from the Michigan Liquor Control Commission.
- B. *Requirements.* All proposed regulated uses shall conform to the following requirements:
 - 1. The proposed regulated use is not located within 1,000 feet of any other regulated use, regardless of community boundaries. Establishments with SDD and SDM licenses from the Michigan Liquor Control Commission, greater than 10,000 square feet of gross floor area, and devoting less than ten percent of the gross floor area to sales regulated by the SDD and SDM license, are exempt from the spacing requirement between regulated uses. Brew pubs, breweries, wineries and distilleries serving alcoholic liquor with SDD and SDM licenses from the Michigan Liquor Control Commission, are exempt from the spacing requirement between regulated uses.
 - 2. The proposed regulated use is not located within 500 feet of a school, park, or place of worship, regardless of community boundaries. Establishments with SDM licenses from the Michigan Liquor Control Commission, greater than 10,000 square feet of gross floor area, and devoting less than ten percent of the gross floor area to sales regulated by the SDM license, are exempt from this spacing requirement.
 - 3. The layout of the site of the proposed regulated use and its relationship to streets providing access to the site shall be in a manner that vehicular and pedestrian traffic to and from such proposed regulated use and the potential assembly of persons connected therewith, will not be hazardous, endangering, or inconvenient to the surrounding neighborhood and commercial district.
 - 4. The proposed regulated use will be compatible with adjacent uses of land, considering the proximity of residential dwellings, churches, schools, public structures, and other places of public gatherings.
 - 5. The proposed regulated use will not contrary to the public interest or injurious to nearby properties.
 - 6. The proposed regulated use will not have the possible effect of downgrading and blighting the surrounding neighborhood.
 - 7. The proposed regulated use will not be contrary to any program of neighborhood conservation, nor will it interfere with any redevelopment projects.
 - 8. The proposed regulated use will not reasonably be expected to diminish the value of properties in the immediate area.
 - 9. The proposed regulated use will be in compliance with all other applicable regulations, city codes and state and federal laws.
- C. *Pawnbroker and pawnshops and residential areas.* No pawnbroker or pawnshop use shall be located on a parcel of land which is located such that a radius of 1,000 feet drawn from any

point on that parcel contains at least 30 percent residential buildings, dwellings or rooming units of the total number of structures within such radius. This provision may be waived by the zoning board of appeals upon receiving a petition filed by the appellant which indicated approval of the proposed regulated use by 51 percent of all the adults residing within a radius of 1,000 feet of the location of the proposed use.

1. *Petition preparation.* The petitioner shall attempt to contact all adult residents within this radius and shall maintain a list of all addresses at which no contact was made or only a verbal response received. Signatures of a minimum of 51 percent of all the adult residents of the area are required for approval.
 2. *Regulations of board.* The zoning board of appeals shall adopt rules and regulations governing the procedure for securing the petition of consent as provided for in this section. The rules shall provide that the circulator of the petition shall subscribe to an affidavit to the fact that the petition was circulated in accordance with the rules of the zoning board of appeals and that the circulator personally witnessed the signatures on the petition by the person whose name appeared therein.
 3. *Filing and verification.* The zoning board of appeals shall not consider the waiver of location requirements until the above-described petition shall have been filed and verified.
- D. *Measurement.* Measurement of distances between regulated uses and any other regulated or protected use shall be from the outermost boundaries of the parcel or lot of each use. In the case of a regulated use within a shopping center with a minimum of at least 5,000 square feet of tenant space, the distance from the outermost boundaries of the tenant space proposed to contain the regulated use, shall be used as one measurement point

Sec. 1930. - Establishments serving alcoholic liquor for consumption on the premises.

Establishments serving alcoholic liquor for consumption on the premises may be permitted in certain districts specified in this section, subject to the following:

- A. All establishments serving alcoholic liquor for consumption on the premises are subject to the following:
 1. The proposed establishment serving alcoholic liquor for consumption on the premises is not located within 500 feet of a place of worship or school building. The distance between the place of worship or school building and the contemplated location shall be measured along the center line of the street or streets of address between two fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the place of worship or school building nearest to the contemplated location and from the part of the contemplated location nearest to the place of worship or school building. Notwithstanding the stated distance requirements, no proposed establishment serving alcoholic liquor for consumption on the premises will be permitted to serve alcoholic liquor if the proposed establishment serving alcoholic liquor for consumption on the premises is located on a parcel of land adjacent to a parcel of land with a place of worship or school building. This provision may be waived by the ~~city-council~~ **planning commission** if the affected school(s) or place(s) of worship, through its duly appointed or elected governing body, affirmatively waives, in writing, its right to object to the restaurant and the ~~city-council~~ **planning commission** determines that the proposed establishment serving alcoholic liquor for consumption on the premises will not adversely affect the operation of the school or place of worship.
 2. The layout of the site of the proposed establishment serving alcoholic liquor for consumption on the premises and its relationship to streets serving access to the site shall be in a manner that vehicular and pedestrian traffic to and from the proposed establishment serving alcoholic liquor for consumption on the premises, and the potential assembly of persons connected therewith, will not be hazardous, endangering, or inconvenient to the surrounding neighborhood and commercial district.

3. The proposed establishment serving alcoholic liquor for consumption on the premises will be compatible with adjacent uses of land, considering the proximity of residential dwellings, places of worship, schools, public structures, and other places of public gatherings.
 4. The proposed establishment serving alcoholic liquor for consumption on the premises will not be contrary to the public interest or injurious to nearby properties.
 5. The proposed establishment serving alcoholic liquor for consumption on the premises will not have the possible effect of downgrading and blighting the surrounding neighborhood.
 6. The proposed establishment serving alcoholic liquor for consumption on the premises will not reasonably be expected to diminish the value of properties in the immediate area.
- B. For restaurants serving alcoholic liquor for consumption on the premises the following additional requirements:
1. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 2. Not more than 50 percent of the gross floor area open to the general public shall be used for purposes other than seating for diners, consisting of tables, chairs, booths, and necessary aisle ways. Public restroom facilities shall not be considered in this determination.
 3. Not less than 50 percent of the gross sales of the restaurant annually are derived from the sale of food and nonalcoholic beverages prepared for consumption on the premises as required by the Michigan Liquor Control Commission.
 4. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.
- C. For brewpubs serving alcoholic liquor for consumption on the premises the following additional requirements:
1. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 2. Not less than 25 percent of the gross sales of the restaurant annually are derived from the sale of food and nonalcoholic beverages prepared for consumption on the premises as required by the Michigan Liquor Control Commission.
 3. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 4. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.
- D. For breweries, wineries and distilleries serving alcoholic liquor for consumption on the premises the following additional requirements:
1. Not more than 40 percent of the gross floor area of the facility shall be used for purposes other than the manufacturing of alcoholic liquor. The area not devoted to manufacturing may be used for the serving of alcohol, food preparation, seating for diners, entertainment, and retail sales. Public restroom facilities shall not be considered in this determination.
 2. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 3. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.

SECTION 4. Conflicting Provisions Repealed

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

SECTION 5. Severability

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

SECTION 6. Effective Date

This ordinance shall be 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 _____, 2019.

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 _____, 2019.

T. Edwin Norris
City Clerk

First Reading:
Second Reading:
Adopted:
Published:

PROPOSED AMENDMENTS TO THE CODE OF THE CITY OF OAK PARK
CHAPTER 2, ARTICLE III, DIVISION 8, ARTS AND CULTURAL DIVERSITY
COMMISSION

CURRENT ORDINANCE

Sec. 2-353. - Mission statement.

The mission statement of the arts and cultural diversity commission shall be to recommend, develop and implement city-wide programs and events which provide community access to the performing and creative arts and which celebrate cultural diversity; to work with local, state and federal agencies to take advantage of available resources, including funding. The commission shall actively participate in developing, implementing, promoting and staffing appropriate programs. The commission may partner with the parks and recreation commission and friends of the library on programs which provide community access to the performing and creative arts and celebrate cultural diversity.

(Ord. No. O-17-644, § 1, 6-19-17)

PROPOSED AMENDMENT

The mission statement of the arts and cultural diversity commission shall be to serve in an advisory capacity in accordance with Sec. 4.18 of the Charter, to recommend, develop and implement city-wide programs and events which provide community access to the performing and creative arts and which celebrate cultural diversity; to work with local, state and federal agencies to take advantage of available resources, including funding. The commission shall actively participate in developing, implementing, promoting and staffing appropriate programs. The commission may partner with other Oak Park boards, commissions, and departments, including, but not limited to, the parks and recreation commission and friends of the library, on programs which encourage community access to the performing and creative arts and celebrate cultural diversity.

CURRENT ORDINANCE

Sec. 2-354. - Meetings.

The arts and cultural diversity commission shall meet once a month on the second Thursday of each month at 7:00 p.m. The chairperson may call a special meeting with the approval of the council.

(Ord. No. O-17-644, § 1, 6-19-17)

PROPOSED AMENDMENT

The arts and cultural diversity commission shall meet once a month on the second Thursday of each month ~~at 7:00 p.m.~~. The chairperson may call a special meeting with the approval of the council.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 4, 2019**AGENDA #**

SUBJECT: Maintenance agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.

DEPARTMENT: Department of Public Works - *KJY*

SUMMARY: The Road Commission for Oakland County has offered to compensate the City of Oak Park \$16,591.65 this season for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield. We would be required to sweep these roads three times per year and perform litter picking and lawn mowing services five times per year.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that the City Council approve the attached agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.

APPROVALS:

City Manager: _____

Finance Director: _____

Department Director: _____

Legal: _____ To be reviewed and approved as to form

EXHIBITS: Agreement

2019 SUMMER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____ day of _____, 2019, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Oak Park**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Summer Maintenance," herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board's minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$16,591.65**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2019
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board's entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

City shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of City to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2019, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 1, 2019, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit D).

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,**
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

EXHIBIT A

2019 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

	<u>Sweeping</u>
Greenfield Road, from Eight Mile Road to Ten Mile Road. (Inside and outside in both directions)	6.74 Curb Miles
Ten Mile Road, from Greenfield Road to Maplefield. (Inside and outside and turnarounds in both directions)	8.72 Curb Miles
Total	15.46 Curb Miles
 <u>Sweeping:</u> 15.46 Curb Miles x \$155.00 = \$2,396.30 x 3 Sweepings =	 \$ 7,188.90
<u>Mowing:</u> 5 mowings @ \$1,323.39 per mowing =	\$ 6,616.95
<u>Litter Pickup:</u> 5 litter pickups @ \$557.16 =	\$ <u>2,785.80</u>
 Total Contract	 \$16,591.65

EXHIBIT B

2019 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times (once between April 15th and May 15th; once between July 15th and August 15th and once between September 15th and October 15th).
2. Cut weeds and sweep all islands located along all roads listed in Exhibit A, where applicable.
3. Pick up litter, mow grass and cut weeds within the right-of-way along all roads listed in Exhibit A.
4. The City may at its own expense sweep, cut weeds and pick up litter more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2019 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insureds. The City shall obtain and deliver to the Board a notices of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen's Compensation Insurance:** The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
--	--

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$ 1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 4, 2019**AGENDA #**

SUBJECT: Proposal for professional services for Aerial Photography Acquisition and Impervious Delineation.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: The attached proposal from Quantum Spatial will perform an aerial fly over that will determine, by individual parcel, the amount of impervious surface that will be utilized to determine storm water charges.

FINANCIAL STATEMENT: Funding will need to be appropriated from the Water & Sewer Fund Balance for this project.

RECOMMENDED ACTION: It is recommended that the proposal from Quantum Spatial be approved for the total amount of \$23,957 upon review from the City Attorney's office. It is further recommended that this project be funded by the Water & Sewer Fund balance for this project.

APPROVALS:

City Manager: *[Signature]*

Department Director: *KJY*

Finance Director: *[Signature]*

Budgeted: ☐

Legal: *ELD*

EXHIBITS: Contract



City of Oak Park Aerial Photography Acquisition and Impervious Delineation

Attention:

**Kevin J. Yee, P.E., Assistant City Manager/Director of Public
Works/City Engineer**

City of Oak Park, 10600 Capital Avenue, Oak Park, MI 48237

January 15, 2019

Submitted by: Andrew Brenner, Senior Program Director





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January 15th 2019

Kevin Yee

RE: City of Oak Park 2019 Ortho Imagery and Impervious Surface Data Creation

Dear Mr. Yee,

I appreciate the opportunity to support the City of Oak Park in the acquisition of aerial imagery and the creation of the impervious dataset. Having been personally involved with the Ann Arbor program I am pleased to be able to share this knowledge for your storm water assessment programs.

Quantum Spatial as the largest purely geospatial company in the US, allows us to guarantee that the acquisition of imagery, production of ortho-images and the update of impervious surfaces will meet your requirements for this job. Our goal is not to be the cheapest contractor, but to provide the best data with the best customer experience.

We are confident that you will find QSI highly qualified for this project and that our technical approach and cost structure which is attached in a separate proposal will exceed your expectations. Please do not hesitate to contact me with any questions regarding our proposal, at (734) 680-6424 or by email to abrenner@quantumspatial.com.

Sincerely,

Andrew Brenner, PhD
Senior Program Director



A. Professional Qualifications

Quantum Spatial, Inc.

Legal Name	Quantum Spatial, Inc.
Business Type	C-Corporation
Headquarters	10033 MLK Street N, Suite 200, St. Petersburg, FL 33716
Branch Offices Supporting This Project	523 Wellington Way, Lexington, KY 40503 1074 Scio Hills Court, Ann Arbor, MI 48103 N 6216 Resource Drive, Sheboygan Falls, WI 53085
Michigan Business License No.	626821

Key Personnel

Our team is comprised of industry leading geospatial firms with highly qualified experts that specialize in all aspects of professional geospatial services. We are well organized and able to provide exceptional project management and technical support to provide orthoimagery and impervious surface GIS data services. Our staff members are dedicated to the geospatial profession; many are licensed, certified, and very active in professional societies such as the American Society for Photogrammetry and Remote Sensing (ASPRS).

Key Personnel Name and Project Role	Office Location	Years Exp.	Highest Degree	Registration/Certification	Expertise						
					Project Management	Quality Assurance/Control	Aerial Acquisition	Ground Control	Aerotriangulation	Orthophoto Development	Impervious Mapping
Andrew Brenner Account Manager & Senior Consultant	Ann Arbor, MI	27	PhD		✓	✓					✓
Bryan Deslauriers Project Manager	St. Petersburg, FL	5	BS	ASPRS CP	✓	✓	✓	✓	✓	✓	✓
Jon Wittman Acquisition Manager	Sheboygan Falls, WI	29	BA	Certified Pilot Certified Flight Instructor	✓	✓	✓	✓	✓	✓	✓
Clay Smith QA/QC Manager & Director of Ortho Operations	Lexington, KY	39	AD	ASPRS CP Professional Land Surveyor	✓	✓	✓	✓	✓	✓	✓
Nathaniel Morton Impervious Mapping Specialist	Production Support	18	BA	Certified GIS Professional No. 60221	✓	✓					✓
Doug Logan Ortho Team Lead	Lexington, KY	35	AD	ASPRS CP Professional Land Surveyor		✓	✓	✓	✓		✓



Barry Blondell Imagery Technical Specialist	Lexington, KY	18	AD			✓	✓	✓	✓		✓
---	---------------	----	----	--	--	---	---	---	---	--	---

Key staff on this project are listed below.

Andrew Brenner, PhD

Account Manager & Senior Consultant

Andrew is a Senior Program Director for Quantum Spatial. He has worked with the City of Ann Arbor in the development of the stormwater assessment and has been involved in the impervious mapping from its inception through to the most recent update. Andrew lives in Ann Arbor and is available to meet with the City in person whenever required. He has on many occasions worked with the City to review the procedures and look for ways to improve the data and its use whenever possible. Andrew brings together the skills of the company to produce solutions to client problems in the realm of geospatial analysis. Andrew's over two decades of years of experience in GIS and mapping have enabled him to provide geospatial tools that can be adapted to a wide variety of issues. His teams have mapped land cover for over a billion acres of land throughout the United States. His clients have ranges from small cities to US-wide federal programs. His work on feature extraction has led to the creation of data sets that include specific crop identification, ecological alliances, and vegetation health assessments for federal mapping programs such as the National Land Cover Dataset (NLCD) for USGS and the Coastal Change Analysis Program (C-CAP) for NOAA Coastal Services Center. Andrew is also a specialist in natural resource management, with experience in forestry and agriculture in tropical and temperate environments. He has led projects on forest inventory, watershed modeling, wildlife species habitat assessment, wildfire risk assessments and forest health. In addition to his remote sensing work he has conducted user need assessments, supported the design and worked on the implementation of enterprise GIS systems using both Citrix and Web technologies. Andrew has worked on contracts for the US Geological Survey, NOAA, US Forest Services, and the Bureau of Reclamation. Andrew has a PhD in Environmental Physics and a BS in Soil Science and Agriculture.

Bryan Deslauriers, GISP

Project Manager

As a project manager, Bryan develops and manages work breakdown structures; prioritizes business and technical requirements; manages resource allocations and timelines; documents and manages risk; specializes in team development; and works with a geographically diverse staff. Bryan is well versed in national mapping policies and guidance standards. He has over 14 years of professional experience and previously served as Team Leader for Photogrammetry at Quantum Spatial's St. Petersburg, FL facility. Over his career, Bryan has created internal specification documents and assisted in the selection, training, and development of new personnel. For many projects, he guides and coordinates multiple work disciplines to meet the individual specifications of each project. Since joining Quantum Spatial, Bryan has worked on some of the firm's foremost federal programs such as the Geospatial Products and Services (GPSC) contract for USGS, Global Geospatial Intelligence (GGI), GEOINT Data Services (GDS), and Janus program for NSA, NOAA's Shoreline Mapping program, the USMC Real Property Inventory (RPI) program, and the FAA Airfield Obstruction Analysis Program. Bryan is an active member of the American Society for Photogrammetry and Remote Sensing and the Florida Surveying and Mapping Society. Bryan has a Bachelor of Science in Earth Sciences and is an ASPRS Certified Photogrammetrist.

**Jonathon Wittman****Acquisition Manager**

Jon is responsible for directing and coordinating flight department operations necessary to ensure on-time deliveries and quality airborne derived data products for our clients. While overseeing assigned staff, providing technical guidance, and monitoring performance, he also manages the budgets, schedules, and quality for flight projects. Jonathon continually evaluates work flows, technical strategies, and alternative solutions to improve flight operations performance, throughput, and quality expected by our clients. For this program, Jon will provide all aerial acquisition and asset support. He has over 25 years of experience and is a Certified Pilot and Certified Flight Instructor.

Clay Smith, PLS, CP**QA/QC Manager & Director of Ortho Operations**

Clay has over 35 years of experience providing quality geospatial services with Quantum Spatial. Clay is an ASPRS Certified Photogrammetrist and a professional land surveyor. For this program, Clay will be responsible for the implementation of Quantum Spatial's Quality Management System (QMS) by establishing a Quality Policy and Objectives, conducting management review, ensuring the availability of resources, and communicating the importance of meeting client requirements. The QMS consists of the Quality Manual and operation procedures. These procedures define the processes that will be followed for each project such as Pre-Project Review, Project Start-Up, individual production processes, Project Close-Out, Control of Documents, Control of Records, Management Review, Internal Audit, Control of Non-Conforming Product, and Corrective and Preventative Action. Clay is active in the American Society for Photogrammetry and Remote Sensing (ASPRS). Clay has expertise in surveying (all types), bathymetry, aerial imagery, GPS & LiDAR data collection and processing, orthoimage generation, DEM/DTM development, AT, compilation, CAD, GIS, and metadata documentation. He has worked on Statewide LiDAR and imagery project as well as large IDIQ contracts for the US Geological Survey and NOAA. Clay has an AD in Photogrammetry, has completed training for Intergraph InRoads 1 and 2. He is also an ASPRS Certified Photogrammetrist, a Professional Land Surveyor licensed in North Carolina, a Photogrammetric Surveyor licensed in South Carolina, and a Land Surveyor Photogrammetrist licensed in Virginia.

Doug Logan, PLS, CP**Ortho Team Lead**

Doug leads the orthoimagery mapping production at Quantum Spatial's Lexington, KY facility. He is involved in all digital orthoimagery production; project planning, supervision, and quality control for Intergraph, Arc/Info, and AutoCAD workstation processing. Doug performs digital data collection, editing, and file conversion for MicroStation and AutoCAD. He currently edits and processes data to client specifications, including DTMs. Doug's experienced in the successful delivery of user compatible digital data in a wide variety of formats for military, state and federal government, utility, and private/industrial clients. As an ASPRS Certified Photogrammetrist, Doug is knowledgeable of national mapping guidance and policy. Doug is a member of the American Congress on Surveying and Mapping, the American Society for Photogrammetry and Remote Sensing, and the Kentucky Association of Professional Surveyors. Doug has 35 years of experience and an AS in Electrical Engineering. He is also a licensed surveyor in three states.

**Barry Blondell****Imagery Technical Specialist**

With 18 years of experience, Barry serves the firm as an Orthoimage Specialist. As such, he executes ortho production processes to specification, budget, and delivery schedules using computerized software packages such as Intergraph-ZI OrthoPro, MGE Terrain Analyst, ISPQ, Image Rectifier, IRAS/C, MicroStation, and others; Adobe Photoshop, as well as Quantum Spatial's proprietary software packages and scripts. Barry has an AD in Electronics.

Nathaniel Morton**Impervious Mapping Specialist**

Nate Morton is highly experienced in remote sensing, geographic information systems, and cartography known for a proficiency in creating streamlined approaches for the delivery of accurate and precise geospatial products. Nate currently is the lead geospatial analyst at our St. Petersburg, Florida office providing remote sensing/image processing and GIS support for a variety of impervious, and terrestrial and benthic habitat mapping projects including the update to the Delaware Valley Regional Planning commission and State of Connecticut Impervious projects. Nate has given numerous presentations at the Esri User Conference demonstrating the use of remote sensing data using the Arc suite of products

Company Overview & Unique Qualifications**Leader in Geospatial Data Collection – No Risk**

Founded in 1969, Quantum Spatial was created with the goal of being the leader in providing clients with authoritative geospatial solutions worldwide. This leadership came from the recent merger of three world-class geospatial companies (AeroMetric, Photo Science, and Watershed Sciences) to form Quantum Spatial. With over 400 employees that specialize exclusively in geospatial services, and with offices located throughout the Continental United States and Alaska, Quantum Spatial has a broad client base and the capability to provide a wide range of services across the entire geospatial lifecycle. These services range from data acquisition, feature extraction, and remote sensing, to analysis, applications, and enterprise geographic information systems (EGIS).

Quantum Spatial has over 450 professional and technical staff in 10 facilities nationwide. Our organization is professionally guided under the responsive charge of 25 Project Managers of which 10 are PMP Certified, 15 Certified Photogrammetrist, 22 Licensed Surveyors, 7 photogrammetry and 116 LIDAR analysts, and 37 technical analysts. Quantum Spatial's management holds Master and Doctorate level qualifications. Our staff includes pilots, sensor operators, imagery and LiDAR analysts, remote sensing specialists, and GIS professionals. Quantum Spatial's core business is devoted to providing geospatial data acquisition and post-processing services to our clients.

Quantum Spatial has all the required skills for all phases of mapping and other mensuration requirements, which include planning and supervising survey activities for control, specifying photography or other imagery requirements, managing projects for mapping or other mensuration requirements and interpretation.

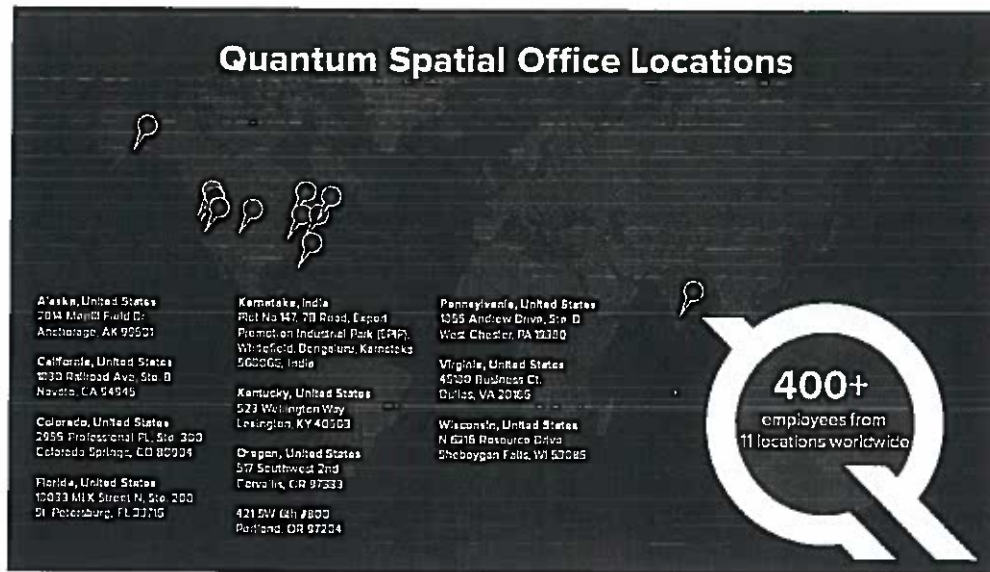


Figure 1: Quantum Spatial office locations

Quantum Spatial has 13 aircraft and 14 digital cameras with eight available to support this project. Details on the aircrafts, sensors, and software to analyze the data are provided in the table below.

 Equipment List			
Qty	Make/Model	Qty	Make/Model
13 Aircraft			
1	Aero Commander 840 (Twin Turbine)	4	Cessna Grand Caravan (Single Turbine)
1	Aero Commander 690 (Twin Turbine)	5	Piper Navajo (Twin Piston)
1	Cessna Conquest (Twin Turbine)	1	Cessna 402C (Twin Piston)
8 Digital Cameras			
4	Leica ADS 100	3	Z/I DMC 1
1	Vexcel UltraCam Eagle		
Flight Planning, Management, and Airborne GPS Systems			
13	Leica FlightPro	3	Leica IPAS GNSS/IMU Navigation
4	Track'air Flight Management Systems	3	FMS Nav Systems
12	Applanix POS/AV Systems	3	Z/I InFlight
4	Applanix X-Track	12	Novatel Inertial Explorer
21	Applanix POS PAC	13	Leica SPAN GNSS/IMU Navigation
Image Post Processing			
6	ADS Download Workstations	3	Z/I Post Processing System Server
4	HPC ADS Processing Nodes	2	Z/I Digital Image Analyst
12	Leica XPro	4	Stellacore PictoVera
Photogrammetry			
25	DAT/EM Summit Evolution	12	Intergraph SSK Softcopy Workstations



 Equipment List			
Qty	Make/Model	Qty	Make/Model
24	BAE SOCET SET Feature Extraction Bundle UE	4	Intergraph ISAT Licenses/Workstations
18	BAE SOCET SET ITE UE	8	Inpho Match-T
8	BAE SOCET SET ClearFlite UE	6	Inpho Match-T DSM
Orthoimagery Processing			
29	Digital OrthoImage Workstations	19	IRASC Licenses
20	Inpho OrthoVista Licenses	10	Intergraph OrthoPro Licenses
9	Inpho OrthoMaster	25	Adobe Photoshop Licenses
GIS / CAD			
120	ArcGIS Licenses (with extensions)	3	ArcGIS Server Licenses
55	Esri ArcView Licenses	1	ArcIMS License
Survey Equipment			
30	Trimble / Leica Dual Frequency GPS Receivers	12	Survey Vehicles
9	Leica / Trimble / Topcon Total Stations	9	TDS Software Data Collectors
6	Leica / Zeiss / Sokkia Auto Levels		

The flying season in Michigan is notoriously short. Quantum Spatial has sufficient planes and sensors to capture the imagery when the conditions are suitable for collection. Our experienced staff understand how to acquire and process the data and our proximity to Oak Park allow us to mobilize quickly once conditions are optimal for collection.

Selecting Quantum Spatial means selecting the optimal no-risk team for this project!

In addition to this, Dr. Andrew Brenner, has worked on every impervious classification that the company has undertaken (> 25) it has undertaken and has an in-depth understanding of the requirements of the program and its history. This guarantees that the City of Oak Park will receive the impervious dataset it needs with no learning curve.

Prime Contractor on All Major Federal Mapping Contracts

Quantum Spatial is a prime contractor on all major federal mapping contracts. We work closely with United States Geological Survey, United States Department of Agriculture, United States Forest Service, United States Army Corps of Engineers, Bureau of Land Management, Bureau of Reclamation, and National Oceanic and Atmospheric Administration. As a result of our decades of experience working with these agencies, we understand and produce data that aligns with all federal standards. Some standards that are relevant to this project are shown below.

Our firm provides data that are in compliance with the following specifications.



Organization	Specification	Date	URL
American Society for Photogrammetry and Remote Sensing (ASPRS)	LAS Specification Version 1.4	July 2011	http://goo.gl/O3wKaU
US Geological Survey, National Geospatial Program (USGS NGP)	LIDAR Base Specifications Version 1.2	2014	http://pubs.usgs.gov/tm/11b4/
Federal Geographic Data Committee (FGDC)	National Spatial Data Infrastructure (NSDI) Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy	1998	https://goo.gl/xPYoLI

Unparalleled Experience in Impervious Data Creation

Quantum Spatial has provided impervious mapping for many cities, counties and even States. Andrew Brenner has worked with the City on each of its updates for the storm water utility and Quantum have developed a streamlined approach to producing impervious data that is accurate and can be produced quickly. Some of our large impervious projects are provided in the sections below.

Long History with Storm Water Assessments

Andrew Brenner has worked with the storm water assessments since before Ann Arbor established its first one. He has continued to provide imagery and impervious updates to the program since then. He has also worked with communities across the nation developing impervious datasets suitable for storm water assessments.

Best Overall Value for Money

Quantum Spatial's goal is to provide the highest level of professional service, enabling the City of Oak Park to know that its project will be executed to its requirements with the minimum of concern on the part of City of Oak Park staff. We will provide the datasets to the specification requested and work closely with the City of Oak Park to keep everyone informed of project progress. Quantum Spatial will provide the best overall value for money and lowest risk to the City of Oak Park.



B. Past Involvement with Similar Projects

Kentucky Statewide Aerial Imagery & LiDAR Program

Since 2012, Quantum Spatial (as Photo Science) has been tasked by the Kentucky Commonwealth Office of Technology to provide a common statewide digital orthoimage basemap, including current color leaf-off aerial photography and elevation data (LiDAR) for the entire state of Kentucky. The project includes higher resolution and base resolution sub areas, supported by stakeholder funding.

Client Performance Rating: "[Quantum Spatial formerly Photo Science] has proven to be very professional and detailed oriented. Their cooperative approach, ability to meet deadlines and flexibility has made them easy to work with during all phases...Our experience...has been extremely positive and their performance has been outstanding," —Tom

Program deliverables include, but are not limited to leaf-off, 4-band digital orthoimages at 1 ft and 6 inch resolutions, along with LiDAR digital elevation products, 2 ft contours, and planimetric mapping. Most recently, in 2017, Quantum Spatial is tasked to collect and process 9,426 mi² of LiDAR data.

In 2012, Quantum Spatial collected a total of 3,784 mi² of LiDAR data utilizing both Optech and Leica sensors to deliver a raster DEM, classified LAS v1.2 point cloud, and intensity images. The dataset was acquired and delivered to meet USGS specifications, 1 ppsm and 15 cm RMSEz. Additionally, a total of 5,785 mi² of 12 inch GSD imagery and 973 mi² 6 inch GSD imagery were collected, processed, and delivered. In 2013, Quantum Spatial collected 3,270 mi² of LiDAR; 2,637 mi² of 12 inch GSD orthoimagery; and 323 mi² 6 inch GSD orthoimagery. Additionally, Quantum Spatial performed 323 mi² of planimetric mapping for Paducah/McCracken County KY, at 1"=100' scale. This was an update of original mapping completed in 2007, but also contained areas of new mapping. In 2014, Quantum Spatial collected 6,691 mi² of LiDAR; 1,951 mi² of 12 inch GSD orthoimagery; and 119 mi² of 6 inch orthoimagery. In 2015, Quantum Spatial collected 1,645 mi² of LiDAR; 1.82 mi² of 3 inch orthoimagery, and 8.83 mi² of 6 inch orthoimagery. For the 2016 and 2017 project years, we collected a total of 10,735 mi² of LiDAR data.

Contracting Agency
Kentucky Commonwealth Office of
Technology
100 Fair Oaks Lane
Frankfort, KY 40601
Kent Anness, 502-564-6412
kent.anness@ky.gov

Project Location
Kentucky

Project Cost
\$5,749,714.89

Period of Performance
3/5/2012 – Present

Key Professional Services

- Aerial photography
- Airborne LiDAR
- Mobile mapping
- Photogrammetric mapping
- Orthoimagery
- QA/QC

Key Personnel

- Jon Wittman
- Clay Smith
- Doug Logan
- Barry Blondell

Kentucky Aerial Photography & LiDAR Program Highlights					
Year	LiDAR	3 inch Orthoimagery	6 inch Orthoimagery	12 inch Orthoimagery	Planimetrics
2017	9,426 mi ²	--	--	--	--
2016	1,309 mi ²	--	--	--	--
2015	1,645 mi ²	1.82 mi ²	8.83 mi ²	--	--
2014	6,691 mi ²	--	119 mi ²	1,951 mi ²	--
2013	3,270 mi ²	--	323 mi ²	2,637 mi ²	323 mi ²
2012	3,784 mi ²	--	973 mi ²	5,785 mi ²	--

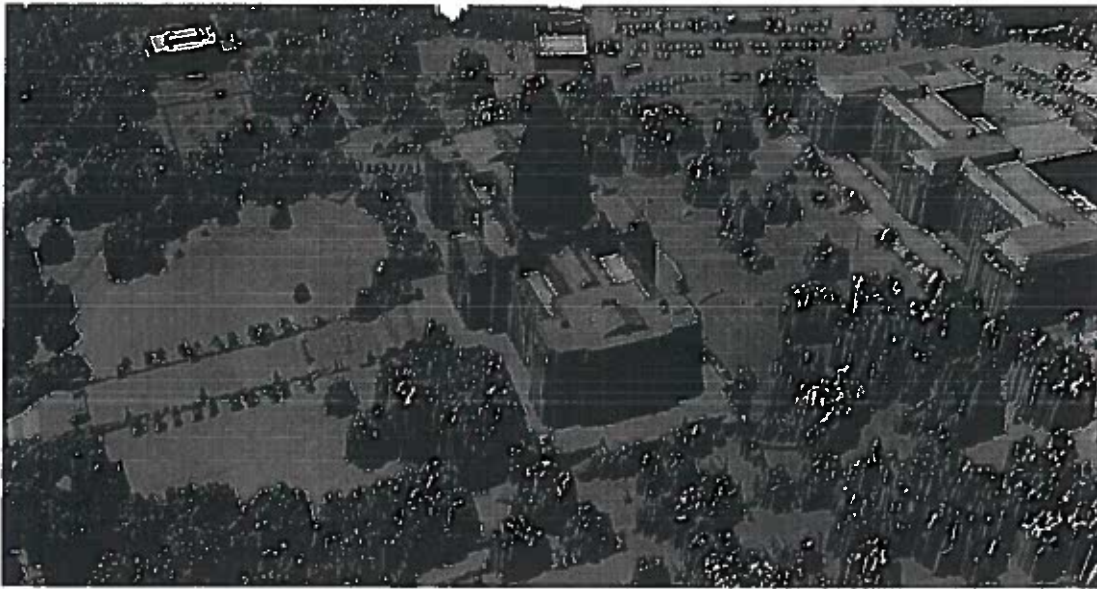


Figure 2: Shaded relief of the capitol of Kentucky in Frankfort



Figure 3: Orthoimagery of Kentucky's capitol



LiDAR, Impervious Surface Updates, & Orthoimagery for DVRPC

The Delaware Valley Regional Planning Commission (DVRPC) manages the GIS data for an eight county area that covers New Jersey and Pennsylvania. Quantum Spatial has provided LiDAR, impervious surface updates, and orthoimagery services to DVRPC which supports their services to their constituent communities.

Delaware Valley High Density QL2 LiDAR BAA

In the spring of 2015, Quantum Spatial collected and processed high resolution LiDAR data of the Philadelphia Metro area, comprised of 8 contiguous counties located in the states of Pennsylvania and New Jersey, covering approximately 3,260 mi². The project required hydro-flattening. The LiDAR data was collected at a nominal pulse spacing (NPS) of 0.7 m including overlap. A non-vegetated, bare earth vertical RMSEz of 10 cm or better was achieved. Supplemental ground control was established by Quantum Spatial to calibrate the LiDAR data. Additionally, a total of approximately 160 ground control quality check points were established in various land cover categories and used by Quantum Spatial to validate NVA and VVA accuracies of the dataset. A hydro-flattened DEM was produced. Quantum Spatial adhered to "U.S. Geological Survey National Geospatial Program Base LiDAR Specification, Version 1.2".



Contracting Agency

Delaware Valley Regional Planning
Commission
190 N. Independence Mall West, 8th
Floor
Philadelphia, PA 19106
Glenn McNichols
gmcnichol@dvrpc.org

Project Location

New Jersey, Pennsylvania

Project Cost

LiDAR: \$641,000.00
Impervious: \$86,973.00
Orthoimagery: \$705,083.78

Period of Performance

LiDAR: 4/11/2015-6/17/2016
Impervious: 9/1/2016-Present
Orthoimagery: 3/22/2015-
12/31/2015

Key Professional Services

- Aerial data acquisition
- Data processing
- LiDAR
- Impervious surface updates
- Orthoimagery

Key Personnel

- Andrew Brenner
- Adam Meyer
- Jon Wittman
- Clay Smith
- Doug Logan
- Barry Blondell

Figure 4: Philadelphia Bridge

Impervious Dataset for DVRPC and PECO

In 2016, Quantum Spatial supported the development of an impervious dataset for both PECO Energy and DVRPC from the imagery and LiDAR. This dataset captured all impervious features and classified them into buildings, roads, and other impervious. The buildings were then labelled with a height variable derived from the LiDAR. These data can be used for stormwater runoff, tracking development, and visualizations. Most of this area was previously mapped by Quantum Spatial for PECO in 2010 and so this project updated the impervious created at that time.



Figure 5: Impervious update for DVRPC

DVRPC/LVPC/NJ/YCPC Orthoimagery

In the spring of 2015, Quantum Spatial acquired, processed, and delivered high resolution 12 inch GSD, 4-band (16 bit) Red, Green, Blue, and Near Infrared, orthoimagery covering the AOIs in New Jersey, Pennsylvania, and Delaware totaling approximately 10,056 mi². Concurrently, 6 inch GSD, 4-band (16 bit) Red, Green, Blue, and Near Infrared, ortho imagery was collected, processed, and delivered covering Mercer County, NJ (~287 mi²) but was also resampled to 12 inch to provide a complete coverage of 12 inch orthoimagery of the State of New Jersey.



State of Connecticut Impervious

As part of this effort to implement impervious cover TMDLs across the state, DEEP realized the value of planning level assessment impervious surface interpretation to assist the regulated community with implementing an IC TMDL. This project produced planning-level impervious surface interpretation for the state, building on the work that has already been completed by Quantum Spatial for a small selection of watersheds delivered in 2014. Planning level impervious surface assessment means that the digital orthophotography from the spring 2012 flight will be classified into pervious and impervious categories with the impervious category broken down into buildings, roads, and other impervious surfaces. The whole State of Connecticut which is approximately 4,842 mi² of land was mapping in this project.

Impervious surfaces were mapped to

1. **Road Edge:** Any vehicular cart way including, but not limited to alleyways, paved roadways, bridges and tunnels, includes private roads within commercial, industrial, institutional, and residential complexes.
2. **Building Footprint:** Permanent structures larger than 800 square feet.
3. **Other:** Driveways, parking lots, and impervious features that are not vehicular cart ways such as sidewalks.

Contracting Agency

CLEAR

University of Connecticut
Middlesex County Extension Center
1066 Saybrook Rd, Box 70
Haddam, CT 06438
David Dickson, 860-345-5228
david.dickson@uconn.edu

Project Location

Connecticut

Project Cost

\$380,536

Period of Performance

9/1/2016 – 6/1/2017

Key Professional Services

- Impervious surface mapping

Key Personnel

- Andrew Brenner
- Adam Meyer
- Nate Morton



Figure 6: Three Class impervious for Connecticut



Imagery Acquisition and Impervious Surface Update, City of Ann Arbor

Quantum Spatial staff have been involved with the City of Ann Arbor's (the City) imagery collection and impervious data set creation since 2006. The City's ongoing program includes orthoimagery acquisition every three years and an update to its impervious classification. Quantum Spatial acquired the 4-band, color-infrared aerial imagery at 0.5 ft GSD in the spring of 2012, and used other imagery in 2015. The data were orthorectified and pre-processed and went through rigorous internal QA/QC procedures. VOICE, an online stakeholder quality assurance tool developed by Quantum Spatial was used for client QC of the data. The tool enabled concurrent user login and interactive issue tracking.

The impervious data from 2009 was updated from the 2012 imagery at 0.5 ft pixel resolution. It was also updated to 2015 conditions in 2016. The resulting impervious classification covered 39 mi² of Ann Arbor and included impervious, pervious, and water classes. All features at or above the minimum mapping unit of 100 ft² were extracted. Parcel boundaries were used to summarize the impervious information. Each parcel was tagged with a total square footage of impervious.

Quantum Spatial delivered these datasets to the City for change detection analysis, storm water utility assessment, and planning purposes.

Contracting Agency
City of Ann Arbor, Michigan
301 East Huron Street
Ann Arbor, Michigan 48107
Ethan Miller, 734-794-6430
etmiller@a2.gov

Project Location
Ann Arbor

Project Cost
2015: \$7,081
2012: \$53,339

Period of Performance
2012 - 2016

Key Professional Services

- Orthoimagery
- Impervious Mapping

Key Personnel

- Andrew Brenner
- Adam Meyer
- Nate Morton



Figure 7: Impervious Surfaces over NIR orthoimagery



San Diego Orthoimagery & LiDAR

Quantum Spatial was tasked by the US Geological Survey to acquire, process, and deliver high-resolution 4-band (8 bit) Red, Green, Blue, and Near Infrared orthoimagery covering a portion of San Diego County, California and a small portion of Tijuana, Mexico totaling approximately 4,411 mi². Quantum Spatial also acquired QL1 LiDAR totaling approximately 16.4 mi² over portions of San Diego County and QL2 LiDAR totaling approximately 4.1 mi² over a portion of Tijuana, Mexico. Concurrently, Quantum Spatial acquired, processed, and delivered 10 cm (nominally 4 inch) orthoimagery that was resampled to produce a uniform 30 cm (1 ft) ortho deliverable per task order requirements.

Orthoimagery was produced and delivered in multiple resolutions, spatial reference systems, tiling schema, and formats. Quantum Spatial acquired and processed LiDAR data at a nominal pulse spacing (NPS) of 0.7 m. An open terrain, bare earth vertical RMSEz of 9.25 cm or better was achieved. Quantum Spatial adhered to LiDAR Specifications based on the "National Geospatial Program LiDAR Base Specification Version 1.0." These LiDAR specifications are required minimum baseline specifications. In addition to the Specification Requirements, LiDAR deliverables met NEEA QL2.

Orthoimagery deliverables included flight diagram, calibration reports, camera station control, IMU data, supplemental ground control, aerotriangulation report, digital stereo pairs, digital orthorectified imagery, MrSID images, and FGDC compliant metadata and production, project, and supplemental reports.

LiDAR deliverables included raw point cloud data, classified point cloud data, bare earth surface (raster DEM), breaklines, intensity images, contours, control, metadata and project and acquisition reports, and project pilot.

Contracting Agency
US Geological Survey
204 Denver Federal Center
Denver, CO 80225
Tim Saultz, 573-308-3757
tsaultz@usgs.gov

Project Location
California

Project Cost
\$1,159,322.64

Period of Performance
9/23/2014-8/15/2015

Key Professional Services

- LiDAR
- Orthoimagery

Key Personnel

- Jon Wittman
- Doug Logan
- Barry Blondell



Figure 8: 4 Inch orthoimage from Quantum Spatial's San Diego Task Order



C. Proposed Work Plan

Objectives of the Project

City of Oak Park wants to develop an impervious dataset for Oak Park emulating the City of Ann Arbor model. Imagery will need to be collected in the spring of 2019. The new imagery will be used as a basis for creating the impervious surface dataset that will support the storm water utility.

The OAK PARK and the City of Oak Park requires the collection of 5.16 square miles of imagery to be captured with an aerial digital camera at 3" pixel resolution. The higher resolution option is not required for the program but will provide additional detail for the City of other applications. Digital orthorectified images will be 4 bands and will include natural color and near infrared bands.

Impervious surface data will be delineated from the imagery for the whole 5.16 square miles. The City of Oak Park requires *Pervious*, *Impervious* and we recommend the collection also of *Water* polygon features to be delineated and classified to create an impervious database. In our proposal below we will outline management methods to ensure that quality control/assurance levels and project schedules are met. Including risk assessment strategies to minimize and resolve production and quality problems quickly to avoid schedule delays. Spatial accuracy issues, content issues, and related quality errors will be identified and corrected before delivering data to Oak Park. The current pricing is for the impervious layer based on impervious and water. Additional classes can be added if required.

Project Area

The project area is shown in the figure below. The area to be acquired for imagery and mapped for impervious is around 5.16 mi². All acquisition areas are buffered by 100 m to ensure that the whole project area is captured.



Figure 9: Overview of acquisition area and impervious area (yellow line). The city boundary has been buffered by 100 m.

Imagery will be collected to the defined project area plus a buffer to ensure complete coverage along the project boundaries, project control points and consistent with project sidelap and endlap. Impervious is just collected for the City boundaries.

Orthoimagery Collection

Quantum Spatial will collect the leaf off imagery in spring of 2019 using our UltraCam Eagle. The imagery will be acquired at 3" resolution with 4 bands under leaf off and no snow conditions.

Our planes are based in Sheboygan, Wisconsin and will mobilize to Oak Park when a suitable window opens up, we have in-depth experience getting clearance from busy airports since we have flown over New York and Washington DC, so working with Detroit Metro and Ann Arbor airports will not be a problem. Details on the acquisition plan are provided below.



Digital Aerial Photography Plan

Time and Conditions

We will monitor weather conditions 24/7 and plan to fly at times during ideal weather conditions when sun angle meets or exceeds 30 degrees above the horizon. Any mechanical failure, air traffic restriction or other occurrence, which reduces the number of available collection days, will be responded to by a reassessment of schedule, assets and remaining flight lines. We have sufficient capacity with our cameras during this time period to have primary and backup sensor options available. In areas of tall buildings, imagery will be acquired as far as possible at

high sun angles (times of approximately 11:00am to 1:00pm) to minimize building shadows. Adjacent flight lines will be flown at sun elevation angles which differ by less than 15 degrees. All imagery will be collected under clear skies - free of clouds and cloud shadows, smoke, dust, and excessive haze. Ground conditions will be monitored in conjunction with the City and will occur when there is minimal flooding, free of snow cover, fog or excessive soil moisture. The ground shall not be obscured by fog. It is also be flown while deciduous trees are free of leaves. Often in Oak Park there are conditions when there are piles of snow and leaf out conditions are occurring.



Figure 10: Orthoimage from Quantum Spatial's State of North Carolina Orthoimagery program

Flight Plan

The Quantum Spatial team begins image acquisition with monitoring of weather conditions to identify daily opportunities for acquisition. Airborne crews are based within the AOI as soon as the season is opened, allowing onsite review of conditions. Numerous data sources are also utilized in identifying daily acquisition opportunities, including Meteorological Terminal Air Report (METAR) and Terminal Area Forecast (TAF) reports from local airports; cloud cover, temperature, and dew point forecasts from the National Oceanic and Atmospheric Administration (NOAA); and both visible and infrared imagery from NOAA's Geostationary Operational Environmental Satellites (GOES). These data sources are used to identify regions where conditions are favorable for imagery collection.

Flight plans are filed with the Federal Aviation Administration (FAA) Air Traffic Control (ATC) center responsible for the airspace over the planned collection area. Crews obtain the time window corresponding to the minimum 30-degree sun angle requirement from the U.S. Naval Observatory's Sun Altitude/Azimuth tables. Acquisition missions are launched to ensure the aircrew can be "online" for the first line of the day within five minutes of the sun angle window opening.

Quantum Spatial aircrews ground test the sensor before each mission. The ground test involves booting the sensor control system, recording GNSS/IMU data, initializing the gyro-stabilized mount, and recording image data from the sensor head. These ground tests ensure proper cabling and function of the control, navigation, imaging, and data storage subsystems. Once ground tests are completed, crews launch the image acquisition mission. The pilot performs an in-air initialization of the navigation system, by flying a figure eight pattern, before beginning collection of the first line. After each line is acquired, the pilot makes



the turn onto the next line in a teardrop pattern. These flight patterns ensure both left and right turns are made between flight lines, which is critical for collection of the accurate IMU data required for the sensor.

Contiguous survey lines are collected whenever possible. If intermittent or sparse cloud cover is encountered, the full survey line is collected, and any required re-flights planned and acquired as soon as possible. When substantial cloud cover (defined as more than 30% of the survey line being obscured) is encountered, the line will be aborted and the next clear line identified for acquisition. Imagery will be acquired until weather prevents further acquisition, the sun angle window closes, or the aircraft requires re-fueling. Multiple acquisition missions are performed per day whenever weather conditions permit.

Re-flights

Quantum Spatial will correct at no additional fee, aerial imagery that does not meet project specifications. All re-flights will be centered on the plotted flight lines and will be taken with the same camera system.

Overlap, Tilt and Crab

Quantum Spatial's planned forward overlap is 60%. The average side overlap will be 30%, with little variance due to terrain within the areas of interest. Additional flight lines may be added over the downtown area to reduce building lean if considered necessary. The Apparent Crab (yaw, pitch, roll) will be ≤ 5 degrees between any two successive exposures. Tilt will be < 3 degrees for any single exposure, < 4 degrees relatives, and < 1 degree overall average.

Aircraft

Turbine and twin piston aircraft are the primary platforms used for imagery collection. The range of cruising speeds for these single or twin engine aircraft are ideal for the flying heights and speeds for imagery collection.

Aerial Camera

Quantum Spatial will operate the UltraCAM Eagle sensor technology to collect aerial imagery. Quantum Spatial owns and operates turbine (Conquest and Commanders) and twin-piston aircraft capable of flying the sensors. The sensor collects full multi-spectral imagery (red, green, blue, and near-infrared).

Airborne GPS and Ground Stations

Quantum Spatial will deploy airborne GPS (ABGPS) and inertial measurement unit (IMU) technologies during the aerial imagery acquisition phases as part of the orthoimage control process. Quantum Spatial staff has more than 15 years of experience in ABGPS control operations including direct geo-referencing. We currently maintain Novatel SPAN GNSS/IMU installed with all our digital sensors. Direct geo-referencing is a powerful technology that combines the strengths of ABGPS for aerial sensor positioning, with an IMU for determining the angular rotation of the aircraft. Quantum Spatial will use existing Continuously Operation Reference Stations (CORS) to differentially correct the ABGPS data. If CORS coverage is inadequate, Quantum Spatial will establish and operate ground base stations during the acquisition phase of the project.



Satellite Geometry & Accuracy

Inertial sensors are inherently very accurate over short periods of time, but exhibit tendency to “drift” over extended periods. Conversely, ABGPS is very stable over extended periods of time, but can exhibit “swings” from one epoch’s reading to the next. As a combined inertial technology, the stable nature of GPS is used to eliminate the drift in the inertial sensors, while the inertial sensors are used to minimize positional changes from the AGPS. GPS satellite configurations are analyzed each morning prior to flight with a current satellite ephemeris, While Position Dilution of Precision (PDOP) is monitored during flight and if an unusual spike is encountered it is dealt with at the time by curtailing acquisition until the spike has passed. Camera perspective centers will be accurate to within 10 cm with the GPS antenna position accurate to within 5 cm.

Flight Reports

Following acceptance of the ABGPS solution, the imagery collection undergoes a final review to ensure that all mission specifications for flight, including crab, tilt, pitch, forward overlap, and side overlap. Any flight lines found to be inadequate will be re-flown at the earliest opportunity. Quantum Spatial will acquire re-flight data with sufficient overlap with accepted images to ensure adequate stereo coverage and data tying to the previously accepted data. When an image acquisition mission has been completed, all imagery and mission documentation will be examined for compliance with project specifications. This testing includes, at a minimum, the following:

- Verify flight plan execution has no gaps
- Check flight line attribution
- Check maximum ABGPS drift parameters
- Confirm complete project area coverage
- Review flight logs, plot of image centers, numbering, spectral content, ABGPS logs, base stations and related data
- Check that all images are present in production network and archive

Ground Control Survey

The Quantum Spatial team will collect photo-identifiable ground control points to support validation of the horizontal accuracy. Quantum Spatial is prepared to also set panels to supplement the photo-identifiable control. Quantum Spatial field crews will complete the control to support the imagery requirements.

The Quantum Spatial team uses both real-time correction network (RTCN) and static GNSS surveying techniques to derive coordinates of ground control points. RTCN techniques are implemented in all locations with sufficient network coverage to permit efficient ground control collection. Static techniques are implemented in remote areas where RTCN coverage is not available; ensuring that accurate ground control can be extended anywhere it is needed within the project area.



Figure 11: Quantum Spatial survey equipment



Quantum Spatial uses dual-frequency, survey grade GNSS receivers and antennas, such as the Trimble R-8 or an equivalent, in its survey operations. Each data observation is documented using survey log sheets, and the collected data and log sheets are uploaded to a server for transfer to the production facility. The log sheets and GNSS observations are reviewed to ensure all information required for post-processing is included.

Control Accuracy

The location, density, distribution, and quality of control needed to support a desired final accuracy is dependent on many factors. Some of these factors include the resolution of the acquired imagery, the final deliverable resolution at a desired accuracy standard, terrain, land cover, and the geographic extent of the project area. Digital orthoimagery shall be developed to meet or exceed ASPRS mapping requirements for 1"=100' (relative accuracy of 1.5 feet).

The quality of inputs such as airborne GPS and IMU data also impact the final ground control requirements. Quantum Spatial will establish a custom control layout and plan based on final deliverables defined in the contract award. This plan will be shared for discussion at the project kickoff meeting. The Quantum Spatial team has experience meeting and exceeding accuracy requirements specified by all levels of government agencies and commercial vendors.

Survey Report

Quantum Spatial will provide a final photogrammetric report detailing the inputs, methods, and outputs from all phases of the project covering any new efforts, including mission planning, ground control survey, image acquisition, elevation surfaces, and accuracy of final deliverables.

Data Processing

Aerotriangulation

Quantum Spatial utilizes a combination of direct geopositioning from GNSS/IMU navigation systems and least squares block bundle adjustment to derive the aerotriangulation (AT) solution. Kinematic GNSS surveying techniques, along with precise point positioning (PPP) processing techniques, are used to derive coordinates representing the position of the sensor where the processed GNSS positions are combined with the IMU observations. Precise timing data collected during image acquisition allows interpolation of the sensor exterior orientation (EO) at the time of each scan line exposure. The final trajectory and exposure timing data provide the direct geopositioning data used in the Quantum Spatial AT workflow. Direct geopositioning data and LO image data are applied as inputs to the block bundle adjustment. An automated point measurement (APM) algorithm is run to obtain image coordinate and ground coordinate measurements of common features within the side overlap regions of flight lines. These measurements



Figure 12: Orthoimage of Turner Field in Atlanta, GA taken



and the direct geopositioning data provide the observations for the least squares block bundle adjustment algorithm. Ground Control Points (GCPs) are introduced to the processing block for validation of the solution. Once the block solution meets RMSE requirements, it is moved into the orthorectification phase.

Digital Orthoimagery

DEM Use

The best available Digital Elevation Model (DEM) representing the ground surface (e.g., Bare-earth) will be used this will be based on LIDAR. This dataset will be used as the digital elevation data required for this process.

Orthorectification & Image Processing

Quantum Spatial has created a seamless workflow for block bundle adjustment and generation of orthoimages. We take the block bundle adjustment solution and the L0 images as inputs. Processing AT block solutions and orthoimages in a single software workflow eliminate the possibility of EO translation errors, which may be encountered when orthorectification is performed in a separate software package. The orthorectification process consists of:

- Autocorrelation of a digital elevation model as required
- Calculation of atmospheric color correction parameters
- Orthorectification of the L0 imagery
- Validation of relative and absolute accuracy of orthorectified images.

Quantum Spatial applies initial image radiometry corrections during orthorectification. Atmospheric correction parameters are calculated from the multispectral L0 images to be applied during the orthorectification process. Two principal effects are considered, atmospheric haze and bi-directional reflectance. Atmospheric haze describes the effect of sunlight reflecting off of aerosols dispersed in the atmosphere, especially in the blue wavelength of the visible spectrum. Bi-directional reflectance describes the non-uniform brightness of the ground scene in an aerial image caused by varied viewing and illumination angles.

The DEM and atmospheric correction files are added to the block definition. The rectification module is used to generate a natural color (RGB), and/or 4-band orthorectified image strip, known as the Level 2 (L2) format in most workflows. The L2 can optionally be stored in 16-bit GeoTIFF file format, and preserves the atmospheric corrected 14-bit dynamic range of the sensor. The L2 images are validated for relative and absolute horizontal accuracy by visual inspection using Inpho OrthoVista software.

Photogrammetric technicians manually measure common features in the side lap region of adjacent images and photo-identifiable ground control points to validate relative and absolute accuracy of the L2s. With horizontal accuracy validated, the imagery is moved into the mosaicking phase.

Mosaicking of the L2 images is accomplished in Inpho OrthoVista Seam Editor (OrthoVista SE) software. Photogrammetric technicians review and adjust these seamlines using varying steps of automation and heads-up digitization techniques. Manual adjustment is efficient given the minimal number of seams required for the sensor, and allows selective placement of seams where necessary. OrthoVista SE allows



technicians to see the resulting mosaic in real-time during editing, minimizing the number edits for seam placement required once tiles are clipped from the mosaic. Validated seams are stored in seam definition files and applied during the tile clipping process in OrthoVista.

Color Correction

An important aspect of any visual interpretation of color balance and associated color correction is proper calibration of the image viewing system. This is achieved through the use of International Color Consortium (ICC) profiles. Quantum Spatial uses specialized software and hardware, to calibrate the image viewing system of computers used for image processing. Calibrations are established to achieve a Gamma 2.0 curve at a color temperature of 6500K.

Quantum Spatial implements color correction of the atmospherically corrected, 14-bit dynamic range L2s, for storage and viewing as 8-bits per channel GeoTIFF images, in the final processing step before individual tile are clipped from the mosaic. L2s generated from the ortho processing block are loaded into OrthoVista to perform the color correction, which allows visual as well as numerical inspection of calculated color corrections in real-time, before the corrections are actually applied to the images. The histogram stretch generally reflects a natural logarithm function; this is necessary to accommodate the way in which the human eye perceives light. Once the histogram stretch has been defined and applied, a simple linear scaling may be performed to arrive at the final 8-bit per channel format.

As a final step, the 4-band imagery (if applicable) is displayed in a false-color infrared representation and reviewed for expected color response in vegetation. The histogram stretch for the near-infrared channel is adjusted as necessary to ensure sufficient differentiation of unique plant species within the sample. The histogram stretch, once finalized through the above described correction process, is stored in a separate file for each L2 to be applied during the mosaicking process in OrthoVista.

Once color corrections are finalized for a mosaic product, the OrthoVista mosaicking module loads the L2 images, seamline definition files, and histogram stretch files, then outputs color-corrected 8-bit per channel GeoTIFF images corresponding to the extent of the selected tiles. Image quality metrics for luminosity histogram clipping, contrast, and brightness are calculated for each tile. Where necessary, adjustments are applied using image editing software, and are designed to maintain the relative relationship between RGB triplet values achieved in OrthoVista. No major adjustments are applied to the near-infrared image channel.

Metadata

Quantum Spatial will generate Federal Geospatial Data Committee (FGDC) compliant metadata in XML format for digital deliverables. The metadata will be generated from Quantum Spatial internal project documentation as captured in our internal tracking systems during the production process. Metadata files will be named using the predefined naming structure. The completed metadata files will be evaluated using a metadata testing utility to verify proper preparation. The metadata may include a "dataset level" file for each orthoimagery deliverable, and/or "file level" metadata for GeoTIFF tiles and compressed image tiles if applicable.



Quality Control

The Quantum Spatial quality processes begins during the planning phases, including scope review to ensure we can comply with ASPRS requirements and schedule with sufficient capacity, and continue during each phase of the operation through delivery where we use our own scripts to check each file for format and content anomalies.

At Quantum Spatial, our quality control system uses a process-based approach to ensure deliverables meet and/or exceed our customer's requirements. In a process-based approach to quality, specific processes necessary to perform the project are defined. The inputs and resources necessary to perform the process are identified, along with the expected outputs. Quality checks are performed on each output to ensure it is of sufficient quality to support the project requirements. Metrics derived from quality checks provide feedback reflecting how well each process is functioning, and are used to identify any process adjustments that may be required.

People play an important role in the quality control system, and we empower our employees to take ownership of project quality by training all team members to participate in quality checks. Each employee is given a clear understanding of the quality expectation for the processes they participate in, allowing them to rapidly identify any potential problems and resolve them with minimal impact to the project schedule.

The QA/QC Manager is responsible for the implementation of the quality control system, and provides regular quality metrics to the Project Manager.

Specific Requirements of the Orthorectification Process

- i. **Resampling:** The rectification process will use the cubic convolution resampling technique to ensure high accuracy and image quality.
- ii. **Mosaicking:** The mosaicking process will minimize image distortions and smearing and produce a seamless edge-matched product. Skews greater than one pixel shall be corrected.
- iii. **Bridge Correction:** Breaklines will be captured for above ground features like bridges and overpasses. These will be used to remove image distortions caused by the DTM, which represents the terrain and not elevated features.
- iv. **Radiometry:** Our technical approach to producing radiometry balance is provided above. Images will be color balanced to minimize perceptible Color balancing will result in colors which appear natural to a human observer. Image contrast and brightness will be adjusted to minimize perceptible differences within and between adjacent images.
- v. **Positional Accuracy:** Orthophotography will register to the existing City orthophotography database with final relative accuracies no greater than 1.5 feet.
- vi. **Quality Control and Assurance:** Horizontal accuracy will meet the 1 inch = 100 feet National Map Accuracy Standard.
 - a. Visual inspection of geometry will be performed to remove seams, edge match issues, and bridge distortions, excessive building lean and related displacements.



- b. Visual inspection of the mosaic product to correct blurred imagery, inconsistencies in color balancing, color bleeding, and shadow detail.
 - c. Random geometric checks for positional accuracy and relative accuracy between tiles.
- vii. Image Formats:
 - a. Uncompressed GeoTiff image format 8-bit and MrSID image format 8-bit in latest version fully supported by ESRI products.
 - b. Presence of compression artifacts from any stages of the production process shall result in rejection of data.
 - c. GeoTIFF and MrSID files shall include the tags and keys required to be fully compatible with ESRI products.
 - d. Orthorectified images shall be color balanced to the City's preference.

Quantum Spatial runs through these quality check on every acquisition.

Mission Planning Quality

- **Quality Measures:** Completed Mission Plans are reviewed to ensure aerial imagery supporting the intended products can be acquired within the project schedule. Flight plans are plotted against digital elevation models to verify required ground sample distance and side overlap will be achieved. Acquisition scenarios are run to model expected acquisition progress with planned acquisition resources and compared to Acquisition Seasons. Once acquisition begins, actual progress is tracked against planned progress, and resource allocations may be adjusted to account for variances.
- **Inputs:** Project Boundaries, Acquisition Seasons, Contract Specifications, Aircraft Quantity and Characteristics, Sensor Quantity and Characteristics.
- **Resources:** Project Management Team
- **Outputs:** Flight plans, Site Basing Plan, Control Survey Plan

Ground Control Quality

- **Quality Measures:** Survey log sheets are verified for completeness, including instrument setup details, photos, and location sketches. Processing outputs are reviewed for systematic errors, and data is re-processed if necessary using corrected parameters. Data is archived at the production facility for both on-site and off-site storage.
- **Inputs:** Control Survey Plan.
- **Resources:** Field Technicians, GNSS Surveying Equipment, GNSS Processing Software
- **Outputs:** Photo-identifiable Ground Control Point (PID) Coordinates, Survey Log Sheets

Acquisition Quality

- **Quality Measures:** Sensor function is tested before each acquisition mission is launched. Weather forecast data is reviewed to identify areas where imagery meeting contract environmental conditions may be collected. Initial review of imagery for conformance to environmental condition requirements is completed in the field, and re-flights noted in the Master Flight Log.



Data Acceptance Reports from the Image Processing Process are reviewed, and re-flights noted in the Master Flight Log.

- **Inputs:** Flight Plans, Site-basing Plans, Weather Forecast Data, Data Acceptance Reports, Contract Specifications.
- **Resources:** Flight Operations Manager, Pilots, Sensor Operators, Aircraft, Sensors, Master Flight Log.
- **Outputs:** Raw Aerial Imagery, Raw GNSS/IMU Trajectory Data, Flight Logs.

Processing Quality

- **Quality Measures:** Flight logs are verified for completeness, including atmospheric conditions, sensor settings, and image acquisition start/stop times. L0 images are reviewed in detail to verify proper sensor function, navigation system function, and conformance to environmental condition requirements. Quantum Spatial Data Checker is used to assist in acceptance and tracking. Data acceptance reports are used to communicate any needed re-flights to the aircrews. Data is archived at the production facility for both on-site and off-site storage.
- **Inputs:** Raw Data, Flight Logs, and Contract Specifications.
- **Resources:** Production Manager, Photogrammetric Technicians, Computer Systems, and Image Download Software.
- **Outputs:** Post Processed Data, Data Acceptance Reports

Aerotriangulation Quality

- **Quality Measures:** GNSS/IMU trajectory data processing results are reviewed for systematic errors and data is re-processed as necessary with corrected parameters. Photo-identifiable points are measured in block AT solutions and compared to PID survey coordinates to verify absolute accuracy of Aero-Triangulation solution.
- **Inputs:** L0 Aerial Imagery, Raw GNSS/IMU Trajectory Data, Sensor Manufacturer's Geometric Calibration, Flight Logs, Flight Plans, Survey Coordinates, Survey Log Sheets, Contract Specifications.
- **Resources:** Production Manager, Photogrammetric Technicians, Computer Systems, GNSS/IMU Trajectory Processing Software, and Aerotriangulation Software.
- **Outputs:** Block Aerotriangulation Solution

Orthorectification Quality

- **Quality Measures:** Autocorrelation results are filtered to remove above ground features and the final DEM reviewed for vertical anomalies. L2 images are reviewed for relative accuracy by measuring features in the sidelap between adjacent images, and absolute accuracy by measuring coordinates in the L2s and comparing to field survey coordinates. Quantum Spatial Image Checker application assists with ortho inspection on large blocks. Any errors identified are reviewed, and edits to the DEM made if necessary to correct.



- **Inputs:** L0 Aerial Imagery, Block Aero-Triangulation Solution, Manufacturer's Radiometric Calibration, Contract Specifications.
- **Resources:** Production Manager, Photogrammetric Technicians, Computer Systems, Atmospheric Correction Software, Autocorrelation Software, Orthorectification Software.
- **Outputs:** Autocorrelated DEM, L2 Orthorectified Imagery

Radiometric Quality

- **Quality Measures:** Seams are manually placed to minimize impact to field boundary determination. Color Corrections are reviewed to verify RGB triplet neutrality. Near-Infrared imagery is visually inspected for expected color separation in different vegetation. Clipping, Brightness, and Contrast metrics are reviewed to ensure conformance to contract specifications and visual usefulness. Image coordinates are measured and compared to field survey coordinates to confirm geometric integrity of the orthorectified imagery is maintained in the mosaicked imagery.
- **Inputs:** L2 Orthorectified Aerial Imagery, Contract Specifications.
- **Resources:** Production Manager, Photogrammetric Technicians, Computer Systems, Color Correction Software, Mosaicking Software, Radiometry Validation Software.
- **Outputs:** Tiles, Seamlines

Delivery Quality

- **Quality Measures:** Seamline topology and attribution is verified in GIS software and any errors corrected. Image tags, georeferenced information, and metadata content are validated using Python QC scripts. Prepared hard drives are cataloged to provide a record of what was delivered. Final archives of the delivered products are generated at the production facility for on-site and off-site storage.
- **Inputs:** Tiles, Seamlines, and Contract Specifications.
- **Resources:** Production Manager, Photogrammetric Technicians, Computer Systems, Hard Drives, GIS Software, Image Compression/Mosaicking Software, Python QC Scripts.
- **Outputs:** Tiles, Seamlines, Metadata; stored on hard drive for delivery

Impervious Surface Update

Overall Objective

The impervious layer will be provided in an ESRI file geodatabase and all features within the impervious will be attributed as described below. Oak Park will provide the following layers to Quantum Spatial to be used in the analysis

- Parcel layer in polygon format where each parcel is a polygon
- Any existing planimetric datasets



The Impervious surface layer will have, at a minimum, all fields described below in the attribute table. All features will be closed polygons that meet standard topology rules and database conventions. Datasets will be provided as one geodatabase, but if tiling is required all tiles will be edge matched.

Technical Approach

Project Area

The project area will cover an area of 5.16 mi² including buffer for the City of Oak Park.

Workflow

Quantum Spatial will create the impervious surface database leveraging off any existing planimetric datasets that can be provided by the City.

- The project area is divided up into production areas. The first production area will be the Pilot area, with subsequent areas being approximately 2 mi² in size. Each production area will be made up of a series of complete tiles. The division into production areas helps organize the data into sequential processing units so that processes can continue in parallel.
- Each analyst will be set up in the same editing environment with the same editing tools and geodatabase. A new field will be generated that identified any changes in the database that are observed.
- Analysts will review the new imagery with the planimetric data in semi-transparent mode. Production areas will be divided into grid squares that correlate to the scale of the analyst's screen and the scale at which the imagery is to be reviewed (1:1,000).
- Analysts will systematically scan the screen that corresponds to a grid cell, where impervious is observed the analyst will edit those objects into an intermediate database and attribute them as impervious or water.
- As a production area is completed the analyst will be responsible for reviewing the common boundary of the analyst's production area and completed production areas, and rectifying any differences between the areas.
- Once all areas are completed, database topology tools will be used to ensure that all topologic issues are resolved (i.e. no overlaps and no dangles).
- The dataset will then be reviewed by a QC analyst who will review the data according to a check list and identify any issues that may have been in the dataset. If issues are found then the area will be returned to the production team for review and correction. No dataset will be passed onto the City before it has been determined that it meets the expected standard of the product.
- Once the dataset has been reviewed the attributes in the database will be compressed to impervious, pervious, water and other prior to delivery.
- The City will then have the opportunity to review the data and comment on any issues found.
- All issues raised by the City will be addresses specifically and a final dataset with FGDC compliant metadata will be provided to the City as the final deliverable.



Quantum Spatial will use the file geodatabase provided by the City.

The information on this database is provided below.

Field Name:		ObjectID (no NULL values)	
	Field Type:		Number
	Definition:		System generated unique identifier
Field Name:		PackedPIN (NULL values allowed)	
	Field Type:		Text (12 characters)
	Definition:		Non-unique Identifier. Values derived from City provided parcel layer. Updated impervious surface layer will be clipped using parcel layer and the corresponding PackedPIN will populate this field
Field Name:		SurfaceType2018 (no NULL values)	
	Field Type:		Text (40 characters)
	Definition:		Coded Domain
Coded Domain for SurfaceType2018			
	Code	Description	
	Impervious	Impervious surface is defined to mean "a surface that does not permit the absorption of water. Such surfaces are those that water will run off without being absorbed into the surface material."	
	Pervious	Pervious surface is defined to mean "a surface that permits the absorption of water. Such surfaces are those that will slow or impede run off of water and promote absorption into the surface material."	
	Water	Detention ponds, swimming pools, and other water features.	

Quality assurance is built into the planning of the project. In a similar manner to the way the imagery is tracked through the process, with each frame being tracked and labeled, the impervious production system conducts a similar effort. Each Production Area is tracked through the process to ensure that no errors creep into the process. This is conducted through tracking the progress with Excel spreadsheets on



a SharePoint site, set up for this proposal. The purpose of the tracking sheet is to track progress and make sure each production area goes through the same steps including QC. These checks include the determination of whether the boundaries of the impervious match the boundaries seen on the imagery since the imagery is accurate to the NMA 1"=100'.

Quality Control

The objective of our work is a first time right to our clients to ensure that this occurs; all errors need to be identified before the dataset is provided to the client. To this end, we have developed a rigorous quality control protocol that involves both automated and manual review of the production datasets. The quality control team provides feedback to the production team identifying incorrect feature extraction and these items are resolved prior to delivery to the client.

A number of automated and visual QC checks will be performed to check the data accuracy and integrity. The following workflow is used in both the production and QC phases of the project.

Topology Checks: All impervious surface data will meet the topological rules of "No overlap". Additionally, when adjacent features are collected, the topological rule of "Must not have gaps" will be checked. Other topology rules including the following:

Check Type		
Polygon Overlap / Gap is Sliver Check		Impervious surfaces will not be allowed to overlap any other data layer / Adjacent features must not have gaps between them.
Geometry on Geometry Check		Check for overlapping geometry.
Duplicate Geometry Check		Check for duplicate geometry.
Find Dangles Check		Eliminate dangles for closed polygons
Polygon Sliver Check		All polygons must have a minimum area of 100 square feet

Figure 13: Overview of topology checks carried out by Quantum Spatial on the impervious data layer

Logical Models: An example of the types of logical model that are run is provided below.

"The Building Class must be ≥ 100 square feet. As part of the requirement for the building dataset, only those buildings greater or equal to 100 square feet will be delineated."

Other logical models can be developed once the rules are discussed with City of Oak Park.

Visual Inspections: The visual inspection tools are the last in the verification series and often the most important to detect potential problem areas. These tools allow for physical markup of the feature with a



comment about the error detected. Once detected an issue shapefile is provided to the production team to correct, the corrections are then tracked within our system. This system also tracks comments from City of Oak Park review. The visual inspection of the impervious dataset will be coordinated with the review of the parcel database.

An example of the tracking spreadsheet that ensures that each production area is reviewed and goes through the same production and QC process is shown in the figure below.

Quality Control Checklist		
		PA01
1	Create an ArcMap project with the 2003 Imagery, 2011 Imagery (Tiffs & ecw), 2003 Impervious, project boundary, fishnet and any other relevant ancillary data	
2	Create new instance of the QC GeoDatabase for project.	
3	Run "create_editing_layer".gmd to create layer for QC. Class 1 = No Change, Class 2 = Imperv removed, Class 3 = new Imperv	
4	Pan around at 1:2,000 looking for misclassification. Zoom in as necessary for urban area QC.	
5	Return QC Shapefile, QC'ed file and errata sheet to MIRA for further editing.	
6	Check to see that QC edits have been completed.	
7	If there are a small number of edits not completed as called, complete the edits and finalize by running "convert_qc_layer_to_final.gmd".	
8	Check for data gaps between production areas.	
9	Edge match as necessary with surrounding production areas.	
10	Convert .img file to Grid	
11	Check File name - for delivery files.	
12	Check Projection - for delivery files.	
13	Check to make sure that the data is in binary format	
14	Check attribute table - for delivery files.	
15	Delivery to client	

Figure 14: Example of quality control checklist

Metadata and Report Development: Project-level metadata records will be developed for each deliverable in accordance with the version of the FGDC [FGDC Content Standard for Digital Geospatial Metadata (CSDGM), Vers.2 (FGDC-STD-001-1998)]. Metadata records will be peer-reviewed to identify and correct any typographic or other errors that would not be flagged by automated tools. Metadata will be provided with the project deliverables.

The quality review team will use ArcGIS to quality control the dataset. Metadata will be developed using the Esri Metadata tools.

All data delivered on a USB3.0 HD and labeled using project title, contract number, company info and year of completion.



Deliverables

This proposal provides a detailed product delivery schedule, methodology and project approach, reporting requirements, and compliance with FGDC metadata standards. All final deliverables will be provided on portable external drives once approved by the City. The deliverables are listed below.

1. **Flight Plan and Logs:** the flight plan shall be distributed to and approved by City prior to acquisition. Flight logs shall be provided within two days of each flight acquisition to verify flight times related to sun angle specifications.
 - a) Projected flight lines on a map displaying the project area and distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software. Flight lines shall include flight line numbers within the feature attribution, and metadata shall describe the software used to generate the flight plan.
 - b) Image centers of each exposure with date and time of acquired photo included. The data shall be distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.
 - c) Upon completion of acquisition, the Contractor shall provide a collection report summarizing the flight and logs.
2. **Survey Control Report:** the following information shall be provided in a final survey report.
 - a) Positional AGPS data and a statistical summary of the AGPS adjustment results. IMS sensor orientation and a statistical summary describing the overall accuracy of adjusted IMU data.
 - b) Differentially corrected GPS ground control data used to supplement the AGPS data and a narrative describing all aspects of the ground survey including locations and extent of the network.
 - c) The results and analysis of the constrained least squares adjustment, tables summarizing GPS misclosures, and a description of equipment and software used.
3. **Aerial Triangulation Report:** an aerial triangulation report shall be provided upon completion of all adjustments. This report shall include the following.
 - a) An executive summary of the aerotriangulation solution and its results.
 - b) A detailed narrative of the adjustment process and quality checks for accuracy.
 - c) A description of the software and equipment used to perform the adjustments.
 - d) A listing of the final adjusted coordinates in a spreadsheet or format agreed upon during contract negotiations.
4. **Digital Orthorectified Images:** All imagery data will be submitted via portable external drives. All imagery shall register to the existing City orthoimagery database and meet the image quality standards approved by the City.
 - a) Seamless mosaic at 3" pixel resolution
 - b) Edge-matched, non-overlapping tiles at 3" pixel resolution based on the tile scheme provided by the City and shall register to the existing City orthophotography database.
 - c) Images with edge artifacts, mismatch, or voids shall be rejected.



- d) Breaklines used correct bridge and overpass distortion shall be provided in a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.
- 5. Progress Reports: Progress reports shall be provided by email on a weekly basis aerial photography acquisition until delivery of the pilot project, and bi-weekly thereafter until the project is complete. These informal reports shall consist of a summary of production status, major activities completed during the most recent reporting period, description of issues and corrections, and associated status maps or acquired flight lines.
- 6. Metadata: Complete FGDC-compliant metadata shall be provided for all data in an XML format. The metadata shall provide a complete description of identification, data quality, spatial data organization, spatial reference, and entity and attribute information. The metadata for orthorectified imagery shall also include acquisition dates.
- 7. Project Report: A final project report summarizing the flight acquisition, orthorectification process and impervious surface update, quality control and assurance, and deliverables provided shall be provided upon completion of the project. This report shall include a detailed narrative of the analysis, accuracy assessment, and validation of all deliverables.
- 8. Impervious Data layer: A final impervious Esri Geodatabase as described in the proposal.



Schedule for Delivery

This schedule presented below is a provisional schedule for the delivery of all datasets associated with the project.

Once the project is awarded the Quantum Spatial Project Manager will discuss with the Oak Park all the deliverables and interim deliverables associated with the project. This schedule assumes a spring collection of imagery.

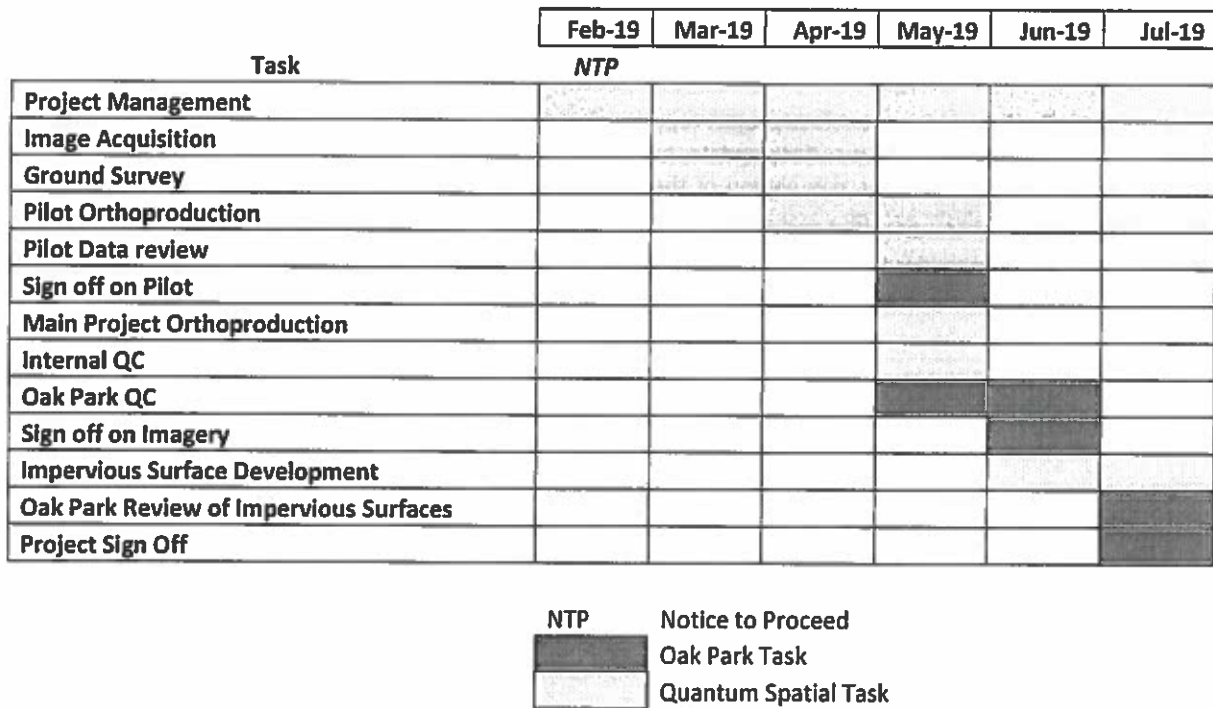


Figure 15: Schedule for tasks and sub tasks for the City of Oak Park

This schedule above provides a realistic idea of the timeline for the project. This schedule will depend on receiving a notice to proceed by February 2019. Quantum Spatial requires a NTP two weeks before acquisition can start. Optimal acquisition period would be between March 1 and April 30 2019, depending on snow and ground conditions.



D. Fee Proposal

3" Imagery Option

- 3" 4 band orthorectified aerial imagery collected in Spring of 2019
- Impervious spatial data base, in ArcGIS File geodatabase
 - Map of all Impervious surfaces
 - Summary for each parcel of total impervious surface area

Total Cost \$23,957

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 4, 2019**AGENDA #**

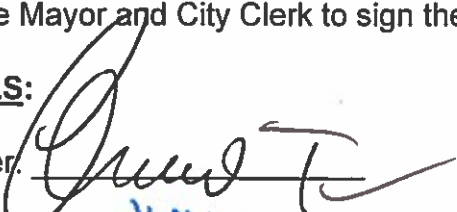
SUBJECT: Authorize the City of Oak Park to enter into contract 19-5007 with the Michigan Department of Transportation (MDOT) for the 9 Mile Road Diet Project.

DEPARTMENT: DPW/Technical & Planning – Engineering KJY

SUMMARY: Attached is a copy of the MDOT contract number 19-5007 for this project. This project will create roadway improvements and non-motorized trail construction work along 9 Mile Road from McClain Drive easterly to Pinecrest Drive. This will include roadway reconfiguration, concrete sidewalk ramps, drainage improvements, trailhead, permanent signing, and pavement marking work. The total project cost is estimated at \$1,478,800 of which \$983,826 will be paid from Federal funds. Ferndale will be responsible for approximately 17% of the project that will occur in their City.

FINANCIAL STATEMENT: Funding is available in the Major Street Fund number 202-18-479-970.

RECOMMENDED ACTION: It is recommended that City Council approve MDOT contract number 19-5007 upon review by the City Attorney's office and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

APPROVALS:City Manager: Department Director: Finance Director: Budgeted: ☒

Legal: _____ To be reviewed and approved as to form _____

EXHIBITS: MDOT Contract



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

January 15, 2018

Mr. Ed Norris, City Clerk
City of Oak Park
14000 Oak Park Boulevard
Oak Park, Michigan 48237

Dear Mr. Norris:

RE: Contract Number: 19-5007
Control Section: TA 63000
Job Number: 200805CON
Location: Nine Mile Road, Pinecrest to McClain, Ferndale and Oak Park

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) original certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 335-4404.
4. Return signed contracts and resolutions for MDOT execution to:

Kathy J. Fulton, Contract Technician
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

To ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at uribem1@michigan.gov or (517) 335-2266.

Enclosure

TAP

DA

Control Section	TA 63000
Job Number	200805CON
Project	1900(221)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5007

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Oak Park, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 7, 2019, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Roadway improvement and non-motorized trail construction work along Nine Mile Road from McClain Drive easterly to Pinecrest Drive; including roadway reconfiguration, concrete sidewalk ramp, drainage improvement, trailhead, permanent signing, and pavement marking work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Irrigation system, drinking fountain, and dog waste station installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

- (1) Design or cause to be designed the plans for the PROJECT.
- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$983,826 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share

of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the

PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF OAK PARK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 7, 2019

EXHIBIT I

CONTROL SECTION	TA 63000
JOB NUMBER	200805CON
PROJECT	1900(221)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,459,000	\$19,800	\$1,478,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,459,000	\$19,800	\$1,478,800
Less Federal Funds*	<u>\$ 983,826</u>	<u>\$ -0-</u>	<u>\$ 983,826</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 475,174	\$19,800	\$ 494,974

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

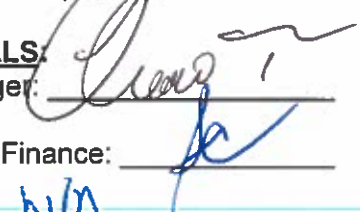
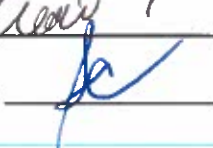
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** February 4, 2019**AGENDA #****SUBJECT:** Request Authorization to purchase Public Works and Engineering vehicles.**DEPARTMENT:** Public Works - KJY**SUMMARY:** The Public Works Department is requesting authorization to purchase the following vehicles from the Macomb County, State of Michigan, and Rochester Hills pre-bid contracts:

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2019 Ford Escape S	Technical & Planning / Engineering	\$19,236.00 (Macomb County) (\$19,500 budgeted)	Major Streets: 202-18.479-970 Local Streets: 203-18.479-970 Water / Sewer: 592-18.538-970
2019 RAM 1500 Crew Cab	Public Works	\$21,563.00 (State of Michigan) (\$30,000 budgeted)	Major Streets: 202-18.479-970 Local Streets: 203-18.479-970
2019 RAM 1500 Crew Cab 4x4	Public Works	\$27,142.00 (State of Michigan) (\$29,000 budgeted)	Water / Sewer: 592-18.538-970
2019 Freightliner 39,000 GVW Chassis Single Axle Dump Truck	Public Works	\$174,402.00 (Rochester Hills Co-op) (\$175,000 budgeted)	Water / Sewer: 592-18.538-970
Equip Dump Truck above with underbody plow	Public Works	\$11,400 (Rochester Hills Co-op) (not budgeted)	Major Streets: 202-18-478-726

FINANCIAL STATEMENT: Funding for the above vehicles is available in the Major Streets, Local Streets, and Water / Sewer Funds. The request to install an underbody plow was not budgeted, however funds are available in the Major Street fund winter maintenance account for this expenditure.

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Works Department to participate in the Macomb County, State of Michigan, and Rochester Hills pre-bid contracts for the purchase of these vehicles. It is further recommended that we utilize available funding from the Major Street - winter maintenance fund to equip the dump truck with an underbody plow for snow removal operations.

APPROVALS:City Manager: Director of Public Works: Director of Finance: Budgeted: ☒Legal: N/A**EXHIBITS:** None