

1. Agenda

Documents: [CITY COMMISSION REGULAR MEETING AGENDA MAY 9, 2016.PDF](#)

2. Proclamation Designating Nurses' Week

Documents: [PROCLAMATION DESIGNATING NURSES WEEK.PDF](#)

3. Proclamation Designation May As Mental Health Month

Documents: [PROCLAMATION DESIGNATION MAY AS MENTAL HEALTH MONTH.PDF](#)

4. City Commission Meeting Minutes April 18, 2016

Documents: [CITY COMMISSION MEETING MINUTES APRIL 18, 2016.PDF](#)

5. City Commission Meeting Minutes April 25, 2016

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6. Claims - April 29, 2016

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7. Claims - May 10, 2016

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8. Declaration And Disposal Of Surplus Property

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9. Approval Of Michigan Department Of Transportation (MDOT)

Documents: [APPROVAL OF MICHIGAN DEPARTMENT OF TRANSPORTATION \(MDOT\).PDF](#)

10. Approval Of Change Of Location Precincts 7 And 24

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11. Request To Fill Vacancy

Documents: [REQUEST TO FILL VACANCY.PDF](#)

12. Approval Of Service Agreement With Health Decisions, Inc.

Documents: [APPROVAL OF SERVICE AGREEMENT WITH HEALTH DECISIONS, INC..PDF](#)

13. Michigan Liquor Control Commission Licensed Establishments Request By River Rouge Brewing Company, L.L.C

Documents: [MICHIGAN LIQUOR CONTROL COMMISSION LICENSED ESTABLISHMENTS REQUEST BY RIVER ROUGE BREWING COMPANY, L.L.C.PDF](#)

14. Request To Schedule Town Hall Meeting

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Documents: [RESOLUTION TO AMEND OTHER POST-EMPLOYMENT BENEFITS \(OPEB\) PENSION BOND RESOLUTION.PDF](#)

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Documents: [APPROVAL OF THIRD AMENDMENT TO FISCAL YEAR 2015-2016 BUDGET.PDF](#)

17. South Oakland County Resource Recovery Authority

Documents: [SOUTH OAKLAND COUNTY RESOURCE RECOVERY AUTHORITY.PDF](#)

18. Cancellation Of Contract For Building Department Services

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19. Approval Of Ballot Language Solid Waste And Recycling Millage Renewal

20. Proposed Settlement Agreement Disputed Water Bill

Documents: [PROPOSED SETTLEMENT AGREEMENT DISPUTED WATER BILL.PDF](#)

21. South Main Street Streetscape Funding Recommendations

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22. Sidewalk Café Applications

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23. February 2016 Revenue And Expenditure

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24. First Quarter 2016 Training

Documents: [FIRST QUARTER 2016 TRAINING.PDF](#)

25. April 2016 Investment Report

Documents: [APRIL 2016 INVESTMENT REPORT.PDF](#)

26. Hillside Median

Documents: [HILLSIDE MEDIAN.PDF](#)



Agenda
Royal Oak City Commission Meeting
May 9, 2016
6:00 p.m. Closed Session – Attorney/Client Privilege and Pending Litigation
7:30p.m. Regular Meeting

As a reminder, if you have not already done so, please turn your cellular phones off or to a silent or vibrate mode for the duration of the meeting. This will allow the meeting to proceed without distractions or interruptions. Thank you for your cooperation.

1. Call to Order
2. Invocation Mayor Pro Tem Fournier
3. Pledge of Allegiance
4. [Proclamation Designating Nurses' Week](#)
5. [Proclamation Designation May as Mental Health Month](#)
6. Police Department Awards
7. Public Comment
8. Approval of Agenda
9. Consent Agenda
 - a. [City Commission Meeting Minutes April 18](#) (Special Meeting) and [April 25, 2016](#)
 - b. [Claims April 29 and May 10, 2016](#)
 - c. [Declaration and Disposal of Surplus Property](#)
 - d. [Approval of Michigan Department of Transportation \(MDOT\) Construction Funding Agreement South Main Street Resurfacing Project](#)
 - e. [Approval of Change of Location Precincts 7 and 24](#)
 - f. [Request to Fill Vacancy of Municipal Clerk III](#)
 - g. [Approval of Service Agreement with Health Decisions, Inc. for Dependent Eligibility Audit](#)
10. [Michigan Liquor Control Commission Licensed Establishments Request by River Rouge Brewing Company, L.L.C. to Amend Plan of Operation](#)
11. [Request to Schedule Town Hall Meeting Royal Oak City Center Development Project](#)
12. [Resolution to Amend Other Post-Employment Benefits \(OPEB\) Pension Bond Resolution](#)
13. [Approval of Third Amendment to Fiscal Year 2015-2016 Budget](#)
14. [South Oakland County Resource Recovery Authority \(SOCRRA\) Contract](#)
15. [Cancellation of Contract for Building Department Services](#)
16. [Approval of Ballot Language Solid Waste and Recycling Millage Renewal](#)
17. [Proposed Settlement Agreement Disputed Water Bill at 31253 Woodward Avenue](#)
18. [South Main Street Streetscape Funding Recommendations and Action Plan to Address Property Owners Concerns](#)
19. [Sidewalk Café Applications](#) for Lily's Seafood (410 South Washington Avenue) and Café Muse (418 South Washington Avenue)

Non-Action Items

[February 2016 Revenue and Expenditure Variance Summary Report](#)

[First Quarter 2016 Training Evaluation Forms](#)

[April 2016 Investment Report](#)

[Hillside Median](#)

Proclamation for Nurses' Week

Whereas, the nearly 3.1 million registered nurses in the United States comprise our nation's largest health care profession, and

Whereas, more than 2,600 nurses within Beaumont Hospital, Royal Oak provide compassionate care and healing in our community, and

Whereas, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and

Whereas, a renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources, and

Whereas, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, and

Whereas, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services, and

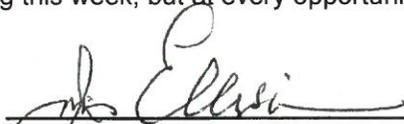
Whereas, that more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, and

Whereas, the cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future, and

Whereas, along with the American Nurses Association, Beaumont Health has declared the week of May 6 - 12 as National Nurses Week with the theme "Culture of Safety: It Starts With You" in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system, therefore be it

Resolved, the mayor and members of the city commission, ask that all residents of this community join in honoring the registered nurses who care for all of us, and be it further

Resolved, the residents of Royal Oak, Michigan celebrate registered nursing's accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.



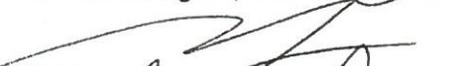
Jim Ellison, Mayor



Sharlan Douglas, Commissioner



Kyle DuBuc, Commissioner



Michael Fournier, Mayor Pro-Tem



Jeremy Mahrle, Commissioner



Patricia Paruch, Commissioner



David J. Poulton, Commissioner

Mental Health Month Proclamation

Whereas, mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and

Whereas, one in five Americans experience a mental health illness that requires treatment at some point in their lives; and

Whereas, one in 10 children has a serious emotional disturbance that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and

Whereas, May 5th has been designated the National Children's Mental Health Awareness Day; and

Whereas, the State of Michigan will designate a Mental Health First Aid Training Week in May, recognizing an in-person training that teaches people how to help people developing a mental illness or in a crisis; and

Whereas, stigma and stereotypes associated with mental illnesses often keep people from seeking treatment that could improve their quality of life; and

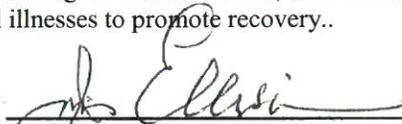
Whereas, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and

Whereas, mental health recovery is a journey of healing and transformation enabling people with a mental illness to live in a community of his or her choice while striving to achieve his or her full potential; and

Whereas, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and

Whereas, the Oakland County Community Mental Health Authority, and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

Now, therefore be it resolved, the Royal Oak City Commission joins Oakland County Community Mental Health Authority and hereby recognizes May 2016 as Mental Health Month and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery..



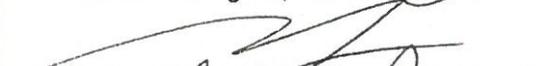
Jim Ellison, Mayor



Sharlan Douglas, Commissioner



Kyle DuBuc, Commissioner



Michael Fournier, Mayor Pro-Tem



Jeremy Mahrle, Commissioner



Patricia Paruch, Commissioner



David J. Poulton, Commissioner

A special meeting of the Royal Oak City Commission was held on Monday, April 18, 2016, in the city hall, 211 Williams, Royal Oak. The meeting was called to order by Mayor Ellison at 6:00 p.m.

ROLL CALL	PRESENT	ABSENT
Mayor	Ellison	
Mayor Pro Tem	Fournier	
Commissioners	Douglas	
	DuBuc	
	Mahrle	
	Paruch	
	Poulton	

Mayor Ellison explained how the proposed Royal Oak Central Park Project came to fruition.

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PRESENTATION CENTRAL PARK DEVELOPMENT GROUP LLC

Mr. Sam Surnow thanked the city for allowing them time to speak about the development. He explained how his father became involved in the project. After his father's death he decided the only way to complete the project was to partner with an expert in private public partnerships (PPP). He introduced Mr. Ron Boji.

Mr. Boji explained this would be a PPP. The benefits of a PPP are savings, pre-project funding, time, resources and risk avoidance. There were four components of the proposal the city hall/office building, a parking deck, the police station and a central park. The residents of Royal Oak would still own city hall. It was not something they would be leasing.

The parking deck would add 200 parking spaces. There would be a tunnel from the basement of the deck to the city hall/office building.

The police station would be relocated next to the court. It would be two stories above grade and a basement. There will be a common area where events could take place.

When determining the schedule for the project they focus on safety and minimizing disruptions to the public, businesses, employees and visitors. Parking during construction was always a concern but they would be working in phases to limit the inconvenience

If the project moves forward they hoped to start construction by the end of the year. First would be site work including relocating underground utilities. Once that's completed work would start on phases 1, 2 and 3 simultaneously. They hoped to have the parking structure completed by the end of next year. After the completion of the city hall/office building and the police station, expected to be the first quarter of 2018, the employees would move to the new buildings overnight. Then the existing buildings would be demolished and the park started.

The presentation ended with the showing of a brief video.

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FINANCIAL OVERVIEW OF ROYAL OAK CITY CENTER PROJECT

Mr. Todd Fenton, Economic Development Manager, explained that in his initial discussions with Mr. Surnow they spoke about emphasizing four different facets for the city. How could they open up this piece of property to the best possible land use? They thought they achieved that with the city park. Does the

project meet current city hall space planning requirements? They believed they got there. Will this provide for a police station that is technologically and operationally sufficient for a post 9/11 environment? They believed they achieved that. How could they also further the city's economic development goals and not just its service oriented goals? Bringing 700 office workers downtown was a crucial piece. He introduced Mr. Paul Willis of Plante Moran CRESA.

Mr. Willis explained they were engaged to provide an independent assessment of the Boji/Surnow proposal as well as the condition of the current city hall and police department, what current functions were there and what the potential renovation costs would be. They were about 75% done with their assessment.

City hall currently houses approximately 100 full time employees. It was constructed in 1952 and didn't have a lot of integration for technology. Operating costs were \$175k per year for heating/cooling/water. For items that would need to be replaced on an ongoing basis and routine maintenance the costs were \$175k-\$200k per year.

They anticipated it to cost \$90-\$115 per square foot to renovate. That included replacing mechanical, electrical and plumbing infrastructure, replacing windows, doors and the roof, demolishing non-bearing walls and renovating the toilets and elevator to meet current code requirements. They could anticipate an expense of \$2.7-\$3.4m. It did not include structural modifications or the costs incurred to rehouse city hall during construction. It was Plante Moran CRESA's opinion that the facility was functionally obsolete.

They performed the same analysis for the police station which was constructed in 1964. The city spends \$130k per year on heating, cooling, electrical and water for the police station and \$135k-\$150k for required maintenance and capital upgrades. It would cost \$110-\$135 per square foot or about \$2.5m-\$3 million to renovate the building. It was Plante Moran CRESA's finding that the facility was functionally obsolete.

The timeframe was aggressive but achievable. They recommend the city of Royal Oak continue due diligence. They will have the final report April 30.

City Manager Johnson explained bids for the existing city hall included air conditioning but the commission deleted it to save \$3,000. Air conditioning was added later using galvanized steel couplers, which have caused 7 floods. Damage from the most recent flood was over \$150k and two offices were still displaced.

It's believed the building was based on plans for a school. It's broken into small spaces and doesn't work well. There are seven separate counters leading to a lack of team unity and poor customer service. The buildings are expensive to operate. A door monitor was needed for after hour meetings.

Most of the problems were repairable but would cost almost as much as replacement. Renovation would require relocating existing employees but with this plan they'd stay in city hall until it was completed.

They would not be selling city hall. They would be selling the parking lot. City Hall would be a condo in the building; they would be owners not tenants. The city hall site would become a park. The office building would pay more in taxes than the city hall portion would cost.

The police station was outgrown and outdated. It was poorly constructed and poorly designed. There was no temperature control.

The parking structure would provide 500 spaces and be paid for from the automobile parking system. Evenings and weekends would gain 450 spaces, which was more than they'd lose at the farmers market. They would probably still need to build a structure across from the post office.

A downtown park was a longstanding city commission goal. It will be a focal point for outdoor public activities in Royal Oak and incorporates Star Dream and the War Memorial. It's designed to expand across Troy Street for larger events. It might also include a carousel.

How much will this cost and how will we pay for it? Total project cost would be about \$100m. The public portion would be about \$56.4m. The parking structure would come from the automobile parking fund. The rest would be financed by limited tax obligation bonds, which do not include a tax pledge, therefore, no new taxes.

Chief of Police/Assistant City Manager O'Donohue stated the police station was very inefficient. They're making do but could provide much better service with a new building. An estimate to replace the windows was \$700k. There's no air flow in the building. Today it was 85 degrees in the city clerk's temporary office.

There's no space in the lobby and it's not very accessible. They would like to make it more welcoming.

It was difficult to integrate technology. Dispatch was extremely cramped. The 911 operator has one of the most difficult and stressful jobs. Their environment was depressing. It was difficult to include the technology needed for video streams.

With Partners In Architecture they worked to design the new building. Starting with current operations, needed space and input from officers they put together a design. Each new plan was posted so every employee could contribute suggestions. The net result was a very good building designed by police officers.

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CITY COMMISSIONERS' COMMENTS

Commissioner DuBuc asked if there were green features. With regards to bidding the project, who owns the risk and if there were savings who would get them?

Mr. Boji stated the park itself will be a closed environment with the runoff water being able to be reused. The buildings will be lead certified. Energy efficiency was a high priority. That would be in the development agreement. In a PPP all the risks are on the private organization. There's an open and competitive bidding process. It was important to make sure the Royal Oak residents and businesses were heavily involved in the process.

Commissioner DuBuc asked what the other cost mentioned was? How long were the bonds?

Mr. Johnson explained it was for relocating the antenna. They were looking at other city property. They would be 30 year bonds. They are in the process of bonding the pension and OPEB costs, which would save them \$3.5m per year.

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PUBLIC COMMENT

Ms. Joan Larson had worked in both the police station and city hall and offered her services as a historian.

Mr. Alan Kroll, 1050 Iroquois, owns Space Care Interiors. In 1999 the city hired his firm to look at the remodeling the 3rd floor when the court moved across the street. They realized they didn't need a hammer but a bulldozer. Neither building can be saved. Royal Oak needs office space.

Mr. Tim Housley, 2440 Brockton, hadn't realized the state of disrepair of the building. He was glad to hear they would use union workers. It would be a higher standard of work and quality. He was surprised and happy to hear this wouldn't be at taxpayer expense.

Mr. David Pardo, 325 S. Laurel, suggested they include an indoor play space for children. There was talk of a splash park, but would there be anything for kids 1-8. He loved the project and that they were going with union based labor.

Mr. Kirk Armstrong, 1937 Roseland, supported the project. He has a young family and this was exactly what they were hoping and looking for. All of his questions were answered in the presentation.

Mr. Dave Ambroziak, 2620 Lauren Ct, was wowed by the presentation. The concept of bringing his children to a central park to play or see a movie was attractive as a citizen. He was glad to hear that it wasn't going to cost residents anything and that Ron Boji was working on the project.

Ms. Alice Reed of Royal Oak Manor suggested the park have areas of interest for older children as well. Public telephones would make it safer. There should be shelters at bus stops. Had they looked at other recently built police departments for design ideas? She hoped they considered water elements and skateboard areas in the park.

Ms. Patty Maridian, general manager of Andiamo, expressed their full support for the project. It would be tremendous for the other restaurants and retail establishments in the area.

Mr. Keith Howarth, 707 S. Rembrandt, suggested incorporating a dog run on the outer edge of the park. It would be a big attraction. He would like to see solar and wind power incorporated in the buildings.

Mr. William Hyde, 921 Gardenia, agreed the project was needed and was happy to hear they were planning on using skilled tradesmen. He suggested they try a similar arrangement with the Woodward/I-696 property.

Mr. Woody Gontina, 1422 Edgewood, supports development and this project. He was glad to hear the questions regarding building green. Royal Oak had the opportunity to become a leader. They need to be pragmatic about their plans. He implored the commission to establish minimum requirements for a sustainability plan.

Ms. Lisa Canada, 25455 Dundee, asked Mr. Mike Jackson to join her at the podium. As members of the Michigan Regional Council of Carpenters and Millwrights they represent 300 active members, retirees and their families in the city of Royal Oak. They supported the project and were excited to work with Mr. Boji and Mr. Surnow.

Ms. Cindy Bakken, 3009 Harvard, was shocked to hear about the condition of the police department and city hall. She was in favor of the project and relieved there wouldn't be an increase in taxes. She hoped it would have a green roof.

Mr. Candace Isaacson, 513 Wellesley, stated that as chair of the Historical Commission she was sad to see city hall go. She suggested they rethink the parking deck's pedestrian crossing at 11 mile. It was already crowded with the crossing for Emagine. She verified that a splash park was included in the plan.

Mr. Bill Harrison, 2729 Trafford, felt it was an interesting plan but thought there would still be a shortage of parking spaces. It seemed like a lot of office space considering the other proposed projects. He thought having handicapped parking in the structure could be inconvenient. Overall it sounded like a good project.

Ms. Judy MacFarlane, 923 Hilldale, was ecstatic about a downtown central park but had concerns with Mr. Boji's reputation. They needed to stay on top of this, especially the green and sustainability issues.

Mr. Ron Wolfe was concerned that it was more of an event park than an everyday park. He opposed the amphitheater and wanted a fountain in the middle of the park. The park could increase surrounding property values. He suggested a pile of dirt for sledding, fiberglass dinosaurs and lots of benches in the park. They need cameras in the parking structure.

Mr. Dave Sims, 4403 Woodland, felt this was a fantastic project and was very pleased with the new police department. It was needed. Why was there still a for sale sign at Normandy Oaks? Is the park scheduled to start? Is there a hotel going in on Main Street?

Mayor Ellison explained the sign was for the 10 acres which were sold. They are meeting with Oakland County regarding the park. The developer hoped to start on the hotel this summer.

Ms. Andrea Lighthall, 4026 Parkview, was excited with what she saw. With regards to comments made earlier she was surprised Shane Park in Birmingham had become an everyday park. In addition to benches, there were tables and chairs that are easily moved. She likes the architecture and urban spaces and one has been designed that she would be excited to walk around.

Mr. Sergio Basmajian stated 20-30 years ago it was ok to be stagnant. Since then cities have made strides to bring in more people. As a business owner, he was tired of seeing clients start in Royal Oak then move out. The city was turning around and the presentation was phenomenal.

Mr. Mike Della-Lucia, 2511 Woodland, was pleased with the presentation. It addressed employment with the office space and parking. The police needed a modern, up-to-date department and equipment to do their job properly. He liked the park and agreed with the suggestion of cameras in the parking deck. They should also have good lighting in the decks and parks so people would feel safe. He supported the project.

Mr. Kurt Voneberstein, 3105 Clawson, noted that according to his wife during remodeling of the middle school and construction of Northwood School environmental working conditions were challenging. They needed to follow through and keep up with the warranties. It was exciting to live in Royal Oak and this was a great project.

Ms. Alice Derderian, 3873 Hillside Ct, wanted to know if it would be going to a vote.

Mayor Ellison explained that they were not raising taxes so it didn't have to go to a vote of the people. The commission had the right to sell undedicated city property for the good of the city.

Ms. Monika Sipe, 626 Symes, loved the park and hoped there would be accommodations for people who have difficulty walking. The police deserve a new building. She agreed there should be cameras in the parking structure and hoped there would be an urgent care facility office building. Could they consider a new building for the animal shelter?

Mr. James Cooper, 3216 Garden, wondered if there was any advancement toward smart buildings. How did they determine the number of stories for the deck and building? Would they consider a residential component? Will they announce what companies bid on the project? Will there be other meetings on the development?

Mayor Ellison stated they were in the very early phase of the development and there would be additional opportunities for public comment.

Mr. Rick Karlowksi, 419 Virginia, wanted to see the DDA waive their cut from the new building and how they would pay for the new parking structure if they had to start cutting deals for parking to get the office space rented out.

Mr. S. R. Boland, 511 E. Bloomfield, represented the disgruntled minority. There were good elements to the plan. He liked the park and the police do need a better place to do their job. City hall was a fine building with character. The new building wasn't something he could be proud of.

Mr. Peter Halabu, 334 E. Farnum, liked the idea of moving city hall and the police department to the outer edges. He felt the plan ignores the space by the library and that Star Dream and the war memorial should be moved if possible. The memorial blocks a clear path from the library to the park and the fountain

should be in the middle of the park. He didn't see the need for a permanent amphitheater. He asked for clarification of how the city hall condo could expand if needed. More attention needed to be paid to image and accessibility.

Mr. Johnson explained that because it's an office building they could rent additional space if needed.

Mr. John Corradi, owner of the Rock on 3rd, served on the Downtown Task Force. The office space was a no brainer and the city hall and police department were needed. They just needed to make certain everything was in the right place and that it flowed.

Mr. Mike Doonan, 4309 Tonawanda, felt it was a good plan. The appeal of not using tax dollars worked for them and other residents. He wanted to voice his support and hoped they kept moving forward.

Mr. Danny Torressan, 103 Normandy, agreed they needed a new police station. He didn't have a clear understanding on not owning the building. Why didn't they build their own building? He was skeptical of a private-public venture. It looked like a nice project but he wasn't sure they were looking at the true cost of it.

Mr. Frank Arvan also served on the Downtown Task Force and felt it was a brilliant idea. He hoped the developers allowed their architect to come up with a more inspired design. It's going to be one of the most public buildings in town and he hoped it would be something they could be proud of.

Ms. Carol Bradshaw wanted to know if the grassy area near the library would still be there. The police department was long overdue. She opposed the carousel; it was unnecessary. How would they have all the trees?

Mr. Joan Larson explained why the fountain and memorials were located where they were.

Mr. Ron Wolfe reiterated why he wanted a fountain in the middle of the park.

Mr. William Harrison wanted to make sure the veteran's memorial stays where it is.

Mayor Ellison felt it was a very productive meeting with a good presentation and good input from the public. This was just the start of the process. They have plenty of time to work out the details.

Commissioner DuBuc wanted to clarify what the next steps would be.

Mr. Fenton stated that extension of the exclusive agreement would be on the April 25 agenda.

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Upon motion of Commissioner Douglas, Seconded by Commissioner Paruch, and adopted unanimously, the special meeting was adjourned at 9:32 p.m.

Melanie Halas, City Clerk

The foregoing minutes of the special meeting held on April 18, 2016, having been officially approved by the city commission on Monday, May 9, 2016, are hereby signed this ninth day of May 2016.

James B. Ellison, Mayor

A regular meeting of the Royal Oak City Commission was held on Monday, April 25, 2016, in the city hall, 211 Williams, Royal Oak. The meeting was called to order by Mayor Ellison at 7:30 p.m.

Commissioner Douglas gave the Invocation. Everyone present gave the pledge of allegiance.

ROLL CALL	PRESENT	ABSENT
Mayor	Ellison	
Mayor Pro Tem	Fournier	
Commissioners	Douglas	
	DuBuc	
	Mahrle	
	Paruch	
	Poulton	

* * * * *

PUBLIC COMMENT

Mr. Matt York, 2423 Linwood, president of the Royal Oak Sandlot League, invited everyone to the home opener scheduled for June 5 at 11:00 a.m. at Memorial Park.

Ms. Pat Franz, 1501 Owana, was against the proposed development for the city hall site and stated her reasons why. She urged residents to demand more information on how this was determined and to look at alternatives.

Mr. Kevin Walby, owner of the business at 4250 Normandy Ct., noted they were not included in a preliminary meeting on March 21. They received a letter 10 days ago. He opposed the sidewalks because it was industrial area. The cost would be a hardship.

Mr. Jeffrey Sols owns a property at 4914 Leafdale. He disagreed with the criteria used to determine the need for replacement. He also felt the cost should be shared by all that would benefit from the improvement. He hoped they would re-evaluate before a final decision was made.

Mr. Mark Ryan, 4343 Normandy Ct., stated that in 2004 the decision was made not to install sidewalks. In 1989 during construction they were required to have a landscape plan that included a berm to block the sight of the parking lot. Sidewalks would require its removal. He was disappointed in the notice process.

Ms. Candace Isaacson, 513 Wellesley, questioned why they were only working with one developer on the central park project. If they could remodel the schools, why couldn't they remodel city hall? They didn't need another park and it was a bad location for a park.

Mr. Paul Nefouse, 4320 Delemere Ct, was against installing sidewalks because it would be too close to the railroad tracks and encourage walkers to cut across the tracks.

Mr. Victor Reid, 133 Curry, owns property at 4929 Leafdale. The side of the property abutting Parmenter has a steep hill. If they were to install sidewalks he would have to install a retaining wall and other improvements estimated at \$60,000. He asked that they consider that when making their decision.

Mr. Mike Grant, 4602 Hampton, wanted them to consider that the school district would have to absorb the cost for sidewalks at Upton school. That's why they were exempted in 2004.

Mr. Jim Wyss, 4353 Delemere, 4605 Delemere and 26015 Nakota, stated his company has been there for over five decades because they felt they had a great partnership with the city. They needed the city's help in the partnership to use their revenue to keep growing so they can provide jobs and training for employees.

Ms. Paige Erlich, 627 Knowles, suggested that downtown Royal Oak apply to become a quiet zone regarding train horns. She gave an information packet to the commission.

Mr. Tony (inaudible) owner of the building at 4425 Fernlee, wanted to know what predicated the decision to install a sidewalk in front of his building. How many complaints had they received? If he lived in that area he'd find a nicer place to walk.

Mr. Barry Boulianne owns the building at 4949 Fernlee. He had no problem with replacing the damaged flags south of his property but saw no need to install new sidewalk. They just installed new fiber optic cables in front. Students never use the street.

Mr. Victor Reid Sr, 532 W. Webster, co-owner of properties at 4929 and 4931 Leafdale, was opposed to the installation of sidewalks on his properties. If they remove the grass they'd get a washout from the building. If they build any kind of structure they'd need approval from MIOSHA. The landscape and structure was built because of the loading dock. A sidewalk would run into their loading dock.

Mr. David Suratt, Mayo Welding at 5061 Delemere, believed installing sidewalks would just encourage students from Oakland Technical Center to cross the street to smoke. They were going to replace the slabs in his driveway with 6" slabs. They would need to be replaced frequently because of the weight of the trucks. He had questions about the other sidewalks in the area.

Mr. Joe Polito, 4260-64 Edgeland, believed they received a letter from Mr. Kirkland on behalf of the 11 business owners in Oak Industrial Park. The letter set forth the reasons, from a safety standpoint, they didn't think sidewalks should be installed. There has been no change since 2004 when this was considered and rejected. He stated his reasons for believing the city's action was illegal.

Ms. Marie Johnson, 4427 Hampton, noted that during last week's meeting Mr. Johnson admitted city hall was structurally sound so why was it being torn down. They didn't need another park. The parks near her haven't had new equipment in years. They can't use the tennis courts because they are leased and locked.

Mr. Greg Helfrich, 3615 Hillside, stated that earlier in the month all of the trees and bushes were removed from the island in his cul de sac. He was told it was because they were overgrown and the tree in the center was dead. He disagreed with that assessment.

Mayor Ellison asked City Manager Johnson to look into the matter.

Mr. Arturo Sanchez, 3217 Shenandoah, also co-owns property on Delemere. He never received a preliminary letter regarding the sidewalks. It made no sense to install sidewalks only on the west side of the street. It would seem to be dangerous to have pedestrians cross the street to use a sidewalk. Would they bury the electric wires first? This would severely effect neighboring businesses and devastate their property values.

Ms. Valerie Nolan volunteered at the homeless shelter at the church at 13 and Crooks. It was heartbreaking to see so many homeless in the city. She was told the city deals with it by arresting them. She distributed copies of a Time magazine article that offered solutions to the problem.

Mr. Wesley Cook, 115 Edmund, represented 4359 Normandy Ct. What had changed since 2004 when the issue was last visited? He called neighboring cities and none of them have industrial parks with sidewalks. They were required to redo the landscaping to get a certificate of occupancy. Installing sidewalks would require removal of that landscaping. Would they lose their certificate?

Ms. Carolyn Coppock, 4354 Normandy Ct., was concerned about the safety of pedestrians and did not feel sidewalks should be installed.

Mr. Don Kirkland, 4303 Normandy Ct., asked that they meet with the community. If they had spoken with them, the engineering department wouldn't be recommending sidewalks.

Ms. Joan Larson, 5015 Elmhurst, didn't think sidewalks were necessary in industrial areas.

Ms. Carol Hennessey, 258 E. 12 Mile Road, stated the Royal Oak Memorial Society would be cleaning veterans' graves on May 7 and 14 and placing flags on May 28 at Oakview Cemetery. Work starts at 10:00 a.m. Applications for the Memorial Day Parade, which will be on May 30 at 9:00 a.m. were mailed out. She expressed the memorial society's concern with the project's plan for the memorial. They didn't want to see the green space in front of it lost. She was also concerned about the lack of handicap parking.

Mr. Gerald Drouillard, 4411 Delemere, felt only a small percentage of those against the sidewalks were present. Sidewalks would not be good for the people who showed up. What was the next step?

Ms. Laura Krawinkel, 5130 Meijer Drive, stated installing a sidewalk made no sense. Once you turn the corner it's Troy. There's no foot traffic because it's an industrial area. Did anyone analyze the foot traffic?

Ms. Sharon Waines, 4603 Mankato, explained what sidewalk she wanted exempted. She would like to see sidewalk installed at Upton School.

Mr. Bob Kelly, owner of 4350 and 4535 Delemere, opposed sidewalk installation in the area. He thought the decision in 2004 was final. It wasn't a safe area for pedestrians.

Ms. Joan Larson, 5115 Elmhurst, stated they needed to review why city hall needed to be taken down.

* * * * *

APPROVAL OF AGENDA

Item 6L was pulled from the consent agenda. Item 11 was moved up to follow item 8. Item 6K was moved to the end of the agenda.

Moved by Commissioner Mahrle
Seconded by Commissioner Douglas

BE IT RESOLVED that the city commission hereby approves the agenda for the April 25, 2016 meeting as amended.

ADOPTED UNANIMOUSLY

* * * * *

CONSENT AGENDA

Commissioner DuBuc left the table at 9:14 p.m.

Moved by Commissioner Poulton
Seconded by Commissioner Paruch

BE IT RESOLVED that the city commission hereby approves the consent agenda as follows:

A. BE IT RESOLVED that the city commission minutes of April 11, 2016 are hereby approved.

B. BE IT RESOLVED that the claims of April 12, 13, 15 and 26, 2016 audited by the department of finance are hereby approved.

C. Be it resolved, the city commission approves the following requisitions/purchase orders for fiscal year 2015-16:

Requisition # R004253
Vendor: West Shore Services, Inc
Requesting approval for: \$12,800
Price Source: quote
Budgeted: \$12,800
Department / Fund: fire/public safety
Description: 11 scott carbon fiber cylinders

Requisition # change order
Vendor: Cannon Equipment
Requesting approval for: additional \$3,870 total \$16,260
Price Source: quote
Budgeted: \$16,260
Department / Fund: motor pool
Description: vehicle repairs

Requisition # R004258
Vendor: Radiotronics, Inc
Requesting approval for: \$2,310
Price Source: quote
Budgeted: \$2,310
Department / Fund: motor pool
Description: K9 vehicle equipment hot-n-pop

D. Be it resolved, the city commission declares the above property surplus and authorizes the disposal of those items by auction. Any net proceeds from the sale of the items listed under "information systems" will be deposited into information systems miscellaneous revenue account 636.000.67100 or gain on fixed assets account 636.000.69301 as appropriate.

E. Be it resolved, the city commission approves the amended agreements to the ICMA-RC 401(a) government money purchase plans and trusts (108987, 106557, 106556) as presented and authorizes the mayor and city clerk to sign the ICMA-RC agreements.

F. Be it resolved, the city commission hereby approves that ATI Group of Flushing, Michigan be awarded the City Buildings Heating, Ventilating and Air Conditioning Maintenance, Contract B1601 for the bid price of \$62,730 and a purchase order shall be issued in the amount of the bid price, and directs staff to issue a purchase order for the amount of the bid price.

G. Be it resolved, the city commission hereby approves Contract Modification 3 to Royal Oak Contract B1302 with ATI Group of Flushing, Michigan to perform HVAC repair and upgrade work for city hall in the amount of \$38,990, and directs staff to issue a purchase order for the amount of the contract modification. The new completion date of the contract remains unchanged.

H. Be it resolved, the mayor and city clerk are authorized to execute the construction engineering services contract with Fishbeck, Thompson, Carr & Huber, Inc., of Farmington Hills, Michigan to provide the required construction engineering services for the federally funded South Main Street resurfacing project for the estimated proposal

price of \$261,557.44; and directs staff to issue a purchase order in the amount of the proposal.

- I. Be it resolved, the mayor and city clerk be authorized to execute the grant of the agreements with WS Royal Oak, LLC, of Southfield, Michigan for the new public water main and sanitary sewer at the "Midtown Pointe" project site.
- J. Whereas, the City of Royal Oak has adopted a sign ordinance (chapter 607, signs, of the code of the City of Royal Oak) to create the legal framework for a comprehensive and balanced system of regulating signs and outdoor advertising within the city in the interest of public health, safety and welfare; and

Whereas, the sign ordinance permits signs with messages that change automatically provided they have a cycle time of not less than 30 seconds, according to Section 607-16, subparagraph E, of the ordinance; and

Whereas, the sign ordinance does not define or contain regulations that apply specifically to electronic message centers, or signs that can be electronically changed by remote or automatic means, or that appear to change by any method other than manually removing and replacing the sign or its components, such as video displays, animated signs, intermittent illumination, light-emitting diodes (LED's), devices manipulated through digital input, or any similar method or technology that allows the sign to present a series of images; and

Whereas, the United States Supreme Court's ruling in Reed v. Town of Gilbert, Arizona, has impacted several regulations contained in the city's sign ordinance; and

Whereas, in light of the court's ruling and the volume of sign variance applications, amendments to the sign ordinance are being prepared regarding all signs, including the installation of electronic message centers; and

Whereas, the city commission has determined that it is necessary to give further study to the installation of electronic message centers, in order to insure consistent, cohesive and sensible signs and outdoor advertising in the city; and

Whereas, the city commission has determined that during this further study, it would be counterproductive if applications for approvals related to the installation of electronic message centers were allowed to move forward; and

Whereas, the city commission also recognizes that deferring review of applications for approvals related to the installation of electronic message centers could result in hardship to some applicants;

Therefore, Be It Resolved, during the course of the city's deliberations as to the appropriate regulations for all signs, review of all applications related to the installation of electronic message centers should be deferred, and the moratorium originally adopted on November 16, 2015 and set to expire May 14, 2016, is hereby extended, effective immediately, for an additional period of 180 days.

Be It Further Resolved, during the period of this moratorium, there shall be no consideration or action taken by the city, any elected official, any appointed official, or any employee on any request for any approval related to the installation of electronic message centers.

Be It Further Resolved, during the period of this moratorium, any entity or property owner alleging that the deferred review resulting from the moratorium will result in the denial of

all permissible signs and outdoor advertising or would otherwise result in a violation of applicable federal or state constitution or law shall be entitled to an expedited hearing before the city commission. At the conclusion of this hearing, the city commission shall make findings and conclusions with respect to whether or not the petitioner has demonstrated that all permissible signs and outdoor advertising have been denied by the deferred review, and/or whether or not this resolution on its face or as applied to the petitioner violates applicable federal or state constitution or law. If it is demonstrated and found that the deferral has the effect of denying all permissible signs and outdoor advertising, or that the deferral violates applicable federal or state constitution or law, the city commission shall grant relief from the moratorium to the extent necessary to cure the violation.

- M. Be it resolved, the city commission hereby authorizes the city attorney to prepare a license agreement for La Dulce at 115 South Main Street permitting an encroachment into the public right-of-way of South Main Street for purposes of an outdoor seating area, provided the petitioner submits the required specifications, a cross-section for the required railing and all other required documents; and

Be it further resolved, the mayor and city clerk are authorized to execute said license agreement when prepared.

AYES: Commissioners Douglas, Mahrle, Paruch, Poulton, Mayor Pro Tem Fournier and Mayor Ellison

NAYS: None

ABSENT: Commissioner DuBuc

MOTION ADOPTED

Commissioner DuBuc returned to the table at 9:15 p.m.

* * *

**SIDEWALK CAFÉ
511, 511 S. MAIN**

Mayor Ellison recused himself from any discussion on this item.

Moved by Commissioner Mahrle
Seconded by Mayor Pro Tem Fournier

Be it resolved, the city commission hereby authorizes the city attorney to prepare a license agreement for "511" at 511 South Main Street permitting an encroachment into the public right-of-way of South Main Street for purposes of an outdoor seating area; and

Be it further resolved, the mayor and city clerk are authorized to execute said license agreement when prepared.

AYES: Commissioner Douglas, DuBuc, Mahrle, Paruch, Poulton and Mayor Pro Tem Fournier

NAYS: None

ABSTAIN: Mayor Ellison

MOTION ADOPTED

* * * * *

**PUBLIC HEARING OF NECESSITY
STANDARD RESOLUTIONS 3 AND 4
SPECIAL ASSESSMENT PAVING OF SOUTH EDISON AVENUE**

Mayor Ellison opened the public hearing.

Ms. Sarah Tilchen, 223 S. Edison, supported the paving and thanked the city for working with them. The dust was a big concern on the street.

There being no one else who wished to speak the public hearing was closed.

Moved by Commissioner Poulton
Seconded by Commissioner Mahrle

Whereas, the city commission, after due and legal notice, has met and heard all interested persons to be affected by the proposed public improvements hereinafter described; and

Whereas, the city commission deems it advisable and necessary to proceed with said public improvements:

27-foot wide, 7-inch thick concrete pavement including integral curb and gutter of S. Edison Avenue from 11 Mile Road to south property line of 227 S. Edison Avenue

Now, therefore be it resolved that:

1. The city commission hereby determines to make the public improvements described above and to defray the cost by special assessment upon the property specially benefited in proportion to the benefits to be derived.

2. The city assessor is directed to prepare and finalize the profiles, plans, and specifications for the public improvements.

3. The city commission tentatively determines that of said total estimated cost the sum of \$74,025 be paid by special assessment upon the properties specially benefited, as more particularly hereinafter described, and that the sum \$217,638 shall be the obligation of the city by reason of general benefit to the city.

4. The city commission hereby designates the following lots and parcels of land as the property to comprise the special assessment district upon which the special assessments shall be levied:

25-23-101-021 25-23-101-022 25-23-102-001 25-23-102-005 25-23-102-006 25-23-102-007
25-23-102-008 25-23-102-009 25-23-102-010 25-23-102-043 25-23-102-044

5. When the assessor shall have completed the special assessment roll, he shall report the same to the commission and the same shall be filed with the city clerk, such report shall be signed by the assessor and may be in the form of a certificate as provided for in chapter twelve, section seven of the charter of the City of Royal Oak, Michigan, indicating that he has conformed in all things to the directions contained in this resolution and the charter of the City of Royal Oak, Michigan relating to such assessment.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

ADOPTED UNANIMOUSLY

* * *

Moved by Commissioner Poulton
Seconded by Commissioner Mahrle

Whereas, the assessor has prepared a special assessment roll for the purpose of specifically assessing that portion of the costs of the public improvement more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the city commission by the city clerk.

Now, therefore be it resolved:

1. Said Special Assessment Roll No. 2401 is hereby accepted and shall be filed in the office of the city clerk for public examination.
2. The city commission shall meet at the city hall, at 7:30 o'clock, p.m., Eastern Time on May 23, 2016 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same, and at said meeting all interested persons shall be afforded an opportunity to be heard.
3. The city clerk is directed to publish the notice of said hearing once in the Royal Oak Review, Warren, Michigan, a newspaper of general circulation in the City of Royal Oak, said publication to be not less than five (5) full days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of or person in interest in property to be assessed as shown by the last general tax assessment roll of the city, at least ten (10) full days before the time of said hearing, and said notice to be mailed to the addresses shown on said general tax rolls of the city.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

Notice of Hearing to Review
Special Assessment Roll
City of Royal Oak
County of Oakland, Michigan

To the owners of all property within the following described special assessment district:

Take notice, that a special assessment roll has been prepared for the purpose of defraying the special assessment district's share of the cost of the following described public improvement:

27-foot wide, 7-inch thick concrete pavement including integral curb and gutter of
S. Edison Avenue from 11 Mile Road to south property line of 227 S. Edison
Avenue

The special assessment district is comprised of the following described property:
Tax parcels identified as:

25-23-101-021 25-23-101-022 25-23-102-001 25-23-102-005 25-23-102-006
25-23-102-007 25-23-102-008 25-23-102-009 25-23-102-010 25-23-102-043
25-23-102-044

The said special assessment roll is on file for public examination with the city clerk and any objections to said special assessment roll may be made in writing prior to the close of the hearing to review said special assessment roll.

Take further notice that the city commission and the assessor will meet at the City Hall, 211 Williams Street, at 7:30 o'clock, p.m., Eastern Time on May 23, 2016, for the purpose of reviewing said special assessment roll and hearing any objections thereto.

Melanie Halas, City Clerk

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

ADOPTED UNANIMOUSLY

* * * * *

**CENTRAL PARK DEVELOPMENT GROUP
PREFERRED DEVELOPER EXCLUSIVITY PERIOD EXTENSION**

Moved by Commissioner DuBuc
Seconded by Commissioner Poulton

Be it resolved, the city commission hereby approves executing the attached First Amendment to Mutual Non-Disclosure and Exclusivity Agreement; and

Be it further resolved, city staff shall be prohibited from marketing the city hall site during this additional three month period; and

Be it further resolved, after expiration of the additional three month period (August 3, 2016), this Resolution is rescinded and the City of Royal Oak and Central Park Development Group, LLC, shall have no obligations to each other with respect to the City Hall Site.

FRIENDLY AMENDMENT OFFERED BY COMMISSIONER DUBUC TO AMEND THE MOTION BY ADDING THAT ANOTHER SPECIAL CITY COMMISSION BE SCHEDULED AT AN ALTERNATE SITE TO ALLOW PUBLIC INPUT ON THE PROPOSED CITY CENTER

MOTION NOW READS:

Be it resolved, the city commission hereby approves executing the attached First Amendment to Mutual Non-Disclosure and Exclusivity Agreement; and

Be it further resolved, city staff shall be prohibited from marketing the city hall site during this additional three month period; and

Be it further resolved, after expiration of the additional three month period (August 3, 2016), this Resolution is rescinded and the City of Royal Oak and Central Park Development Group, LLC, shall have no obligations to each other with respect to the City Hall Site.

Be it further resolved, that a special city commission meeting be scheduled at an alternate site to allow public input on the proposed city center.

ADOPTED UNANIMOUSLY

* * * * *

**AGE AND RESIDENT REQUIREMENTS FOR ELECTED OFFICE
BALLOT LANGUAGE**

Moved by Commissioner Mahrle
Seconded by Commissioner DuBuc

Be it resolved, the City Commission adopts with an affirmative vote of at least 3/5 of its members (5 of 7) the proposed changes (Proposal B) to the City of Royal Charter, if adopted by the electors, at Chapter Three, Section 3 and Chapter Four, Section 4 of the Royal Oak City Charter; and

Be it further resolved, the City Clerk shall transmit a copy of the proposal and this resolution to the Governor and to the Attorney General of the State of Michigan for review and approval; and

Be it further resolved, the Clerk shall also publish the current text of the sections of the Charter proposed for amendment or deletion and the proposed text of the Charter amendments and changes in accordance to Michigan law; and

Be if finally resolved, once approved by the Governor, the proposed Charter amendment proposal be placed before the electors at the special election scheduled for Tuesday, August 2, 2016:

Ballot language:

**CITY OF ROYAL OAK CHARTER AMENDMENT
PROPOSAL B: REQUIREMENTS FOR ELECTIVE OFFICE**

Chapter Three, Section 3, and Chapter Four, Section 4 prevents anyone under 25 years of age who has not been a resident of Royal Oak for two years and a freeholder in the city (owner of real estate) from seeking city elective office. Neither the freeholder requirement nor the two-year residency requirements are legally enforceable due to court decisions. The proposed amendment would delete the freeholder requirement and allow registered voters who will have been residents of the City for at least one year preceding the election to run for elective city office.

Shall the proposal be adopted?

YES

NO

ROLL CALL VOTE

AYES: Commissioner Mahrle, Commissioner Paruch, Commissioner Douglas, Commissioner DuBuc, Mayor Ellison, Mayor Pro Tem Fournier

NAYS: Commissioner Poulton

MOTION ADOPTED

* * * * *

2016 SIDEWALK IMPROVEMENT PROGRAM EXEMPTIONS

Moved by Commissioner Douglas
Seconded by Commissioner Mahrle

Be it resolved, the city commission hereby grants exemptions from installing new sidewalks where no sidewalk currently exists at the locations shown in Table I below excluding item 9.

FRIENDLY AMENDMENT OFFERED BY COMMISSIONER MAHRLE TO AMEND THE MOTION TO INCLUDE REMOVING ITEM 45.

Be it resolved, the city commission hereby grants exemptions from installing new sidewalks where no sidewalk currently exists at the locations shown in Table I below excluding items 9 and 45.

ADOPTED UNANIMOUSLY

* * *

Moved by Commissioner Mahrle
Seconded by Commissioner DuBuc

Be it resolved, the city commission hereby grants exemptions from installing new sidewalk where no sidewalk currently exists at the location in item 9 of Table I.

AYES: Commissioners Douglas, DuBuc, Mahrle, Poulton, Mayor Pro Tem Fournier and Mayor Ellison

NAYS: None

ABSTAIN: Commissioner Paruch

MOTION ADOPTED

* * *

Moved by Commissioner Poulton
Seconded by Commissioner Paruch

Be it resolved, the city commission hereby grants exemptions from installing new sidewalks where no sidewalk currently exists at the locations shown in Table II in items 7, 8, 10 and 11.

AYES: Commissioners DuBuc, Paruch, Poulton, Mayor Pro Tem Fournier and Mayor Ellison

NAYS: commissioners Douglas and Mahrle

MOTION ADOPTED

* * *

Moved by Commissioner Mahrle
Seconded by Commissioner Douglas

Be it resolved, the city commission hereby deems that new public sidewalks shall be installed adjacent to the remaining properties listed in Table II and item 45 in Table I under the 2016 sidewalk improvement program; and

Be it further resolved, that items 39A and 48 both include the addition of crosswalks.

Moved by commissioner Poulton
Seconded by commissioner

Be it resolved that the motion install new public sidewalks adjacent to the remaining properties in Table II and item 45 in Table I including crosswalks in items 39A and 48 be tabled.

MOTION FAILS FOR LACK OF SUPPORT

Be it resolved, the city commission hereby deems that new public sidewalks shall be installed adjacent to the remaining properties listed in Table II and item 45 in Table I under the 2016 sidewalk improvement program; and

Be it further resolved, that items 39A and 48 both include the addition of crosswalks.

FRIENDLY AMENDMENT OFFERED BY COMMISSIONER MAHRLE TO AMEND THE MOTION BY REMOVING ITEMS 14, 15, 16, 17, 18, 19, 20, 21, 24, 25 AND 26 FOR FUTURE CONSIDERATION.

MOTION NOW READS:

Be it resolved, the city commission hereby deems that new public sidewalks shall be installed adjacent to the properties listed in items 1, 3, 4, 12, 13, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39A, 40, 41, 42, 43, 44, 46, 47, 48 in Table II and item 45 in Table I under the 2016 sidewalk improvement program; and

Be it further resolved, that items 39A and 48 both include the addition of crosswalks; and

Be it finally resolved, that discussion of items 14, 15, 16, 17, 18, 19, 20, 21, 24, 25 and 26 in Table II be postponed for future consideration.

AYES: Commissioners Douglas, DuBuc and Mahrle

NAYS: Commissioners Paruch, Poulton, Mayor Pro Tem Fournier and Mayor Ellison

MOTION FAILS

* * *

Moved by Commissioner Poulton
Seconded by Commissioner DuBuc

Be it resolved that the city commission hereby tables discussion of the remaining sidewalk exemption recommendations until the May 23, 2016 meeting.

AYES: Commissioners DuBuc, Paruch, Poulton, Mayor Pro Tem Fournier and Mayor Ellison

NAYS: Commissioners Douglas and Mahrle

MOTION ADOPTED

The commission took a brief recess at 10:42 p.m. and returned to the table at 10:49 p.m.

* * * * *

**SOLID WASTE AND RECYCLING MILLAGE RENEWAL
BALLOT LANGUAGE**

Commissioner Paruch had issues with the ballot language.

This item will be brought back at the May 9, 2016 meeting.

* * * * *

**SETTLEMENT AGREEMENT AND RELEASE
ANGELOFF VS. CITY OF ROYAL OAK**

Moved by Commissioner Douglas
Seconded by Commissioner DuBuc

Be it resolved, the City Commission approves the proposed Settlement and Release Agreements in with the plaintiff *Angeloff v City of Royal Oak and Grand Trunk Western*, Oakland County Circuit Court Case No. 13-133293-NI; and

Be it further resolved, the mayor and city clerk are authorized to execute the Settlement and Release Agreements on behalf of the City.

ADOPTED UNANIMOUSLY

* * * * *

**900 NORTH EDGEWOOD
AUTHORIZATION TO FILE SUIT**

Moved by Commissioner Paruch
Seconded by Commissioner Douglas

Be it resolved, the City Commission hereby authorizes the City Attorney to file suit in Oakland County Circuit Court in regard to the breach of the loan documents for 900 North Edgeworth; and

Be it further resolved, the Housing Assistance Program is authorized to pay the back taxes to remove the property from the county forfeiture rolls.

ADOPTED UNANIMOUSLY

* * * * *

MAIN STREET ROAD DIET PILOT PROJECT

Economic Development Director Thwing briefly explained what the project would entail.

Moved by Mayor Pro Tem Fournier
Seconded by Commissioner Mahrle

Be it resolved, the mayor and city clerk are authorized to execute a contract with PK Contracting of Troy, Michigan to install pavement markings and signage for the temporary road diet along Main Street as outlined in the request-for-proposals RFP-SBP-016-035, and directs staff to issue a purchase order in the amount of \$20,060.75; and

Be it further resolved, the mayor and city clerk are authorized to execute a contract with Opus International Consultants of Novi, Michigan to study and evaluate resulting traffic impacts and

effects from the temporary road diet along Main Street as outlined in the request-for-proposals RFP-SBP-016-034, and directs staff to issue a purchase order in the amount of \$10,644.00.

ADOPTED UNANIMOUSLY

* * * * *

Upon motion of Mayor Pro Tem Fournier, seconded by Commissioner Mahrle, and adopted unanimously, the regular meeting was adjourned at 11:09 p.m.

Melanie Halas, City Clerk

The foregoing minutes of the regular meeting held on Monday, April 25, 2016, having been officially approved by the city commission on Monday, May 9, 2016, are hereby signed this ninth day of May 2016.

James B. Ellison, Mayor

PAYROLL

PAYROLL DATE: 4-29-16

FIFTH THIRD BANK 564,540.25 (Wire)

FIRST MERIT - PAYROLL (Net) 5,551.10 (Wire)

IRS - 173,397.48 (Wire)
FED. W/H 91,101.82
SOC SEC 58,624.50
MEDICARE 23,671.16
Electronic withdrawal on 4-29-16

SITW 29,758.05

FRIEND OF THE COURT 1,624.12 MISDU (Wire)

FRIEND OF THE COURT (MA)

FRIEND OF THE COURT (MO) 184.62

ICMA 36,387.76 (Wire)

NATIONWIDE 28,853.99 (Wire)

MERS 6,529.87

MICHIGAN EDUCATION TRUST 148.00

CHAPTER 13 _____

TAX LEVY 414.39

GARNISHMENTS _____

UNION DUES -

PSA _____
POA _____
Command _____
Detectives _____
DPS _____
Fire _____
TPOAM _____
Parking _____

TASC 4,299.75

Worker's Comp Offset* 3,225.22

*Note: Not incl'd in total

GRAND TOTAL 851,689.38

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
11029	21ST CENTURY MEDIA-MICHIGAN		
	941594	ZBA AD	503.69
	951105	AUCTION AD	348.31
	958452	CDBG AD	295.77
TOTAL FOR: 21ST CENTURY MEDIA-MICHIGAN			1,147.77
RBOND	3-C CONSTRUCTION		
	BB43041	BD Bond Refund	5,000.00
	BPB34886	BD Bond Refund	9,998.00
TOTAL FOR: 3-C CONSTRUCTION			14,998.00
00009	A & L SYSTEMS INC		
	SI1-150405	AIR BRAKE TUBING	52.00
TOTAL FOR: A & L SYSTEMS INC			52.00
08233	ABR ALPINE DESIGN		
	050316	FINAL PAYMENT	1,115.00
TOTAL FOR: ABR ALPINE DESIGN			1,115.00
00022	ABSOPURE WATER CO		
	86003775	DPS/PUBLIC WATER	67.10
TOTAL FOR: ABSOPURE WATER CO			67.10
02044	ACTION MAT & TOWEL RENTAL		
	425584	DPS 4/20 MAT RENTAL	77.20
	425917	POLICE 4/26 MAT RENTAL	168.10
	425968	DPS 4/27 MAT RENTAL	77.20
TOTAL FOR: ACTION MAT & TOWEL RENTAL			322.50
00035	AFLAC		
	751201	PAYROLL	6,918.84
TOTAL FOR: AFLAC			6,918.84
00043	AIS CONSTRUCTION EQUIPMENT		
	D96131	LATCH HANDLE	166.03
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			166.03
00045	AJAX TRAILERS		
	287267	DUAL WHEEL	109.00
TOTAL FOR: AJAX TRAILERS			109.00
08866	FRANK ALCALA		
	050216	CDL REIMB	52.00
TOTAL FOR: FRANK ALCALA			52.00
12314	MARCOS ALCALA		
	3/20-4/16/16	MILEAGE	64.26
	4/18-4/29/16	MILEAGE	82.08
TOTAL FOR: MARCOS ALCALA			146.34
RBOND	ALFRED H MERIAN, JR		
	BB43153	BD Bond Refund	750.00
TOTAL FOR: ALFRED H MERIAN, JR			750.00

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
03340	ALLIANCE ENTERTAINMENT CORP		
	PLS97118412	AUDIOVISUAL MEDIA	42.50
	PLS97120081	AUDIOVISUAL MEDIA	251.46
	PLS97146090	AUDIOVISUAL MEDIA	106.71
	PLS97269630	AUDIOVISUAL MEDIA	184.47
TOTAL FOR: ALLIANCE ENTERTAINMENT CORP			585.14
00060	AMERICA'S FINEST PRINTING		
	37784	BUS CARDS/BORIN, LILLY	78.00
	37852	BUS CARDS/CARTER, WINGART, ZELAKIEWICZ	117.00
TOTAL FOR: AMERICA'S FINEST PRINTING			195.00
05423	JOHN ANGOTT		
	81788	VONDARIUSE ANDERSON	150.00
	84834	JENNIFER JERDINE	200.00
TOTAL FOR: JOHN ANGOTT			350.00
13231	DANIEL ANTOSIK		
	4/26/16	MILEAGE	171.72
TOTAL FOR: DANIEL ANTOSIK			171.72
RBOND	API		
	BB43332	BD Bond Refund	1,980.00
TOTAL FOR: API			1,980.00
00091	APOLLO FIRE EQUIPMENT CO		
	92103	VALVE SEAT KIT	131.90
TOTAL FOR: APOLLO FIRE EQUIPMENT CO			131.90
00097	ARGUS-HAZCO		
	04105980	TEFLON O-RING FOR KVAB SERIES VALVES	600.00
TOTAL FOR: ARGUS-HAZCO			600.00
RBOND	ARROWSMITH		
	BP120103	BD Bond Refund	500.00
TOTAL FOR: ARROWSMITH			500.00
RBOND	ART CONSTRUCTION INC		
	BB43427	BD Bond Refund	1,250.00
TOTAL FOR: ART CONSTRUCTION INC			1,250.00

PAID
 CITY OF ROYAL OAK
 DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00018	AT & T		
	248280399204/16	ARENA SONITROL	189.72
	248288350704/16	SR CTR	201.03
	248288385804/16	911 TRUNK	192.87
	248288880904/16	911 TRUNK	389.84
	248336903804/16	POLICE 911 TRUNK	468.47
	248336922204/16	FIRE 1 BACKUP	187.39
	248544666804/16	222 S CENTER SONITROL	107.75
	248546632004/16	300 S LAF SONITROL	204.78
	248546633104/16	LAF PK ELEVATOR LINE	93.68
	248546635604/16	222 S CENTER TICKET BOOTH	206.49
	248586226704/16	SALTER	515.68
	248588017004/16	STARR HOUSE	111.76
	248591029304/16	S LAF STRUCTURE	655.09
	906RO1060704/16	911 LINE	7,288.40
TOTAL FOR: AT & T			10,812.95
RBOND	B & F ROYAL OAK INVESTMENTS		
	BB35891	BD Bond Refund	3,500.00
TOTAL FOR: B & F ROYAL OAK INVESTMENTS			3,500.00
00117	BAKER & TAYLOR COMPANIES		
	2031910394	AUDIOVISUAL MEDIA	314.05
	2031914449	BOOKS	146.16
	2031914656	AUDIOVISUAL MEDIA	167.89
	2031915785	BOOKS	167.89
	2031918651	BOOKS	427.81
	2031920736	BOOKS	14.17
	2031923715	BOOKS	319.35
	2031925725	BOOKS	867.75
	203193260	BOOKS	233.34
	2031934408	BOOKS	65.25
TOTAL FOR: BAKER & TAYLOR COMPANIES			2,723.66
10419	DENISE C BAKER		
	APRIL 25, 2016	JUROR FEE	13.50
TOTAL FOR: DENISE C BAKER			13.50
07099	PAUL BAKER		
	16-00518	SAGARDEEP SINGH NIJJAR	200.00
TOTAL FOR: PAUL BAKER			200.00
12860	WILLIAM M. BARNWELL		
	15-87038	FREDERICK HUDSON	300.00
	16-00834	MARK VLECK	200.00
TOTAL FOR: WILLIAM M. BARNWELL			500.00
03210	BATTERIES PLUS		
	377-100541-01	BATTERY PACK	13.50
	377-383417	BATTERIES	77.76
TOTAL FOR: BATTERIES PLUS			91.26
RBOND	BCM HOME IMPROVEMENT LLC		
	00159149	BD Payment Refund	87.50
TOTAL FOR: BCM HOME IMPROVEMENT LLC			87.50

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
01917	BEAR PACKAGING & SUPPLY, INC.		
	70196	GALLON LINERS, DRUM LINERS	906.00
TOTAL FOR: BEAR PACKAGING & SUPPLY, INC.			906.00
13205	KELLY BEARD		
	042516	JUROR FEE	13.50
TOTAL FOR: KELLY BEARD			13.50
13198	BEAUMONT SERVICES COMPANY		
	42250	BOND REFUND	10,000.00
TOTAL FOR: BEAUMONT SERVICES COMPANY			10,000.00
RBOND	BEDIENT CONSTRUCTION INC		
	BB43292	BD Bond Refund	1,250.00
TOTAL FOR: BEDIENT CONSTRUCTION INC			1,250.00
13206	LORI BELANGER		
	042516	JUROR FEE	13.50
TOTAL FOR: LORI BELANGER			13.50
00136	BELL EQUIPMENT COMPANY		
	0118695	RH SCRAPER MOUNT WELDMENT	155.26
TOTAL FOR: BELL EQUIPMENT COMPANY			155.26
13207	JOANNE BENHAM		
	042516	JUROR FEE	65.50
TOTAL FOR: JOANNE BENHAM			65.50
04689	BERKLEY ANIMAL CLINIC		
	3260	VET SERVICES	34.22
	3344	VET SERVICES	109.00
	3352	VET SERVICES	48.00
	3534	VET SERVICES	1,393.50
TOTAL FOR: BERKLEY ANIMAL CLINIC			1,584.72
00145	BILLINGS LAWN EQUIPMENT		
	313478	PIPE COMP	110.88
TOTAL FOR: BILLINGS LAWN EQUIPMENT			110.88
13208	KAREN BITTER		
	042516	JUROR FEE	13.50
TOTAL FOR: KAREN BITTER			13.50
10314	ANDREW BLEVINS		
	042716	EXP REIMB	136.11
TOTAL FOR: ANDREW BLEVINS			136.11
13209	BROOKE BOGDAN		
	042516	JUROR FEE	13.50
TOTAL FOR: BROOKE BOGDAN			13.50

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CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
03183	THE BOOMER CO		
	2023121	ANCHOR BOLT	990.00
	2023122	CONCRETE	923.00
	2023123	METAL SPRAYER	118.00
TOTAL FOR: THE BOOMER CO			2,031.00
13193	ALISON BRACKEN		
	042716	OVERPAID DOG LICENSE FEE	13.00
TOTAL FOR: ALISON BRACKEN			13.00
RBOND	Brian Ray Macvoy		
	BB43185	BD Bond Refund	750.00
	BB43225	BD Bond Refund	1,250.00
	BB43226	BD Bond Refund	1,250.00
	BB43238	BD Bond Refund	750.00
	BB43344	BD Bond Refund	1,250.00
TOTAL FOR: Brian Ray Macvoy			5,250.00
UBREFUND	BRUCE M DOLGIN		
	05/03/2016	UB refund for account: 1102700101	1,232.63
TOTAL FOR: BRUCE M DOLGIN			1,232.63
06071	BS&A SOFTWARE		
	103542	AMG-BUILDING DEPT ON-SITE TRAINING	2,300.00
TOTAL FOR: BS&A SOFTWARE			2,300.00
03586	C & G NEWSPAPERS		
	0656276-INB	AIR COND MAINT CONTRACT AD	80.75
	0656276-INC	SPECIAL ASSESSEMENT AD	55.25
TOTAL FOR: C & G NEWSPAPERS			136.00
01337	TIM CAMPBELL		
	4/19-4/29/16	SR MEAL PROGRAM	728.00
TOTAL FOR: TIM CAMPBELL			728.00
11305	CAREHERE LLC		
	INV8294	OPERATIONAL EXPENSES	9,328.07
	INV8495	APRIL PROGRAM FEES	8,285.50
	INV8885	OPERATIONAL EXPENSES	9,331.81
TOTAL FOR: CAREHERE LLC			26,945.38
11465	TRICIA CAREY		
	091814	OVER PAID DOG LICENSE FEE	7.00
TOTAL FOR: TRICIA CAREY			7.00
10296	JASON CARRELL		
	042516	JUROR FEE	65.50
TOTAL FOR: JASON CARRELL			65.50

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CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
07427	LEAH CASTILLO		
	32214 BAL	BALANCE OWED	17.00
	32215 BAL	BALANCE OWED	2.00
	32220	ROYAL OAK SR ESSENTIAL SERVICES	162.00
	32221	ROYAL OAK SR ESSENTIAL SERVICES	92.00
	32222	ROYAL OAK SR ESSENTIAL SERVICES	96.00
	32223	ROYAL OAK SR ESSENTIAL SERVICES	108.00
	32224	ROYAL OAK SR ESSENTIAL SERVICES	48.00
TOTAL FOR: LEAH CASTILLO			525.00
13210	JUSTIN CHAMBERLAIN		
	042516	JUROR FEE	13.50
TOTAL FOR: JUSTIN CHAMBERLAIN			13.50
13211	MICHELE CHESTNUT		
	042516	JUROR FEE	13.50
TOTAL FOR: MICHELE CHESTNUT			13.50
13212	MARY CHISHOLM		
	042516	JUROR FEE	65.50
TOTAL FOR: MARY CHISHOLM			65.50
13192	GLORIA CHRISTIANSEN		
	44949	PROGRAM REFUND	76.00
TOTAL FOR: GLORIA CHRISTIANSEN			76.00
02754	CITY OF BERKLEY		
	0000017578	APRIL ANIMAL CONTROL	3,538.12
TOTAL FOR: CITY OF BERKLEY			3,538.12
00256	CITY OF ROYAL OAK		
	042716	PETTY CASH FIRE	90.39
TOTAL FOR: CITY OF ROYAL OAK			90.39
12459	CLEAR LAW OFFICE		
	86122	ANTHONY CARR	150.00
	86695	PETER RESETZ	150.00
TOTAL FOR: CLEAR LAW OFFICE			300.00
02806	COMCAST CABLE		
	109174-02-9 4/16	1600 N CAMPBELL	134.38
TOTAL FOR: COMCAST CABLE			134.38
00294	COMSOURCE INC		
	116845	REPLACED & CALIBRATED VEH TOUCH SCREEN	547.50
TOTAL FOR: COMSOURCE INC			547.50

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CITY OF ROYAL OAK
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
00307	CONSUMERS ENERGY		
	201004389427	3128 ROCHESTER	426.00
	201360077307	316 E 11 MILE	1,552.36
	201449046321	1403 LEXINGTON	6,275.08
	201893997352	211 S WILLIAMS	2,649.09
	202072015383	31000 WOODWARD	450.45
	205453755933	3123 N MAIN	136.03
	205720741370	1900 E 12 MILE	869.33
TOTAL FOR: CONSUMERS ENERGY			12,358.34
00310	CONTRACTOR'S CLOTHING CO		
	7311880	UNIFORMS	61.19
TOTAL FOR: CONTRACTOR'S CLOTHING CO			61.19
00311	CONTRACTORS CONNECTION INC		
	7096416	MANHOLE HOOK, KNEELING BOARD, SPOTLIGHT	229.50
TOTAL FOR: CONTRACTORS CONNECTION INC			229.50
11419	ROBIN E COOK		
	722506378094	TAX OVERPAY	27.85
TOTAL FOR: ROBIN E COOK			27.85
13213	SARA COVATTA		
	042516	JUROR FEE	13.50
TOTAL FOR: SARA COVATTA			13.50
00320	COX & WINFREE TIRE INC		
	35976	TIRES	1,657.00
TOTAL FOR: COX & WINFREE TIRE INC			1,657.00
11467	VIRGINIA CRADDOCK		
	32401	ROYAL OAK SR ESSENTIAL SERVICES	120.00
	32419	ROYAL OAK SR ESSENTIAL SERVICES	24.00
	32420	ROYAL OAK SR ESSENTIAL SERVICES	12.00
	32421	ROYAL OAK SR ESSENTIAL SERVICES	12.00
TOTAL FOR: VIRGINIA CRADDOCK			168.00
07421	NOREEN DALY		
	030515	GENTLE YOGA	1,497.60
TOTAL FOR: NOREEN DALY			1,497.60
12070	DAN HOLLANDER PRODUCTIONS, INC		
	042516	ICE SHOW MUSIC EDITING	900.00
TOTAL FOR: DAN HOLLANDER PRODUCTIONS, INC			900.00
RBOND	DANIEL E BEAN		
	BB43044	BD Bond Refund	750.00
	BB43075	BD Bond Refund	750.00
	BB43076	BD Bond Refund	750.00
	BB43077	BD Bond Refund	750.00
TOTAL FOR: DANIEL E BEAN			3,000.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
12321	MICHAEL DEAN		
	C12898-9	RHONDA LEE ROSS	300.00
TOTAL FOR: MICHAEL DEAN			300.00
02472	DEE'S SPORT SHOP INC		
	30164	JERSEYS, SOCKS	298.92
	30272	JERSEY, SOCKS	30.00
	30710	JERSEYS, SOCKS	640.00
	30711	JERSEYS, SOCKS	960.00
	30712	JERSEYS, SOCKS	880.00
	30713	JERSEYS, SOCKS	860.00
	30806	JERSEYS	58.00
TOTAL FOR: DEE'S SPORT SHOP INC			3,726.92
13230	DEGENHARDT & SONS		
	42279	BOND REFUND	2,000.00
TOTAL FOR: DEGENHARDT & SONS			2,000.00
07739	MARY ANN DEKANE		
	4/20/16	MILEAGE	85.21
TOTAL FOR: MARY ANN DEKANE			85.21
01578	JOHN DELISLE		
	041716	TREATMENT FOR INVASIVE SPECIES	1,000.00
TOTAL FOR: JOHN DELISLE			1,000.00
12158	KIM DETWILER		
	004	ICE SHOW COSTUMES	594.95
TOTAL FOR: KIM DETWILER			594.95
13232	DIAG RADIOLOGY CONSULTANTS		
	A82 39238	CHEST TWO VIEWS	22.00
TOTAL FOR: DIAG RADIOLOGY CONSULTANTS			22.00
UBREFUND	DIANE SCHUCHMANN		
	05/03/2016	UB refund for account: 4401200501	210.53
TOTAL FOR: DIANE SCHUCHMANN			210.53
08191	DIVDAT		
	0117887	WATER/SEWER BILLS	884.70
TOTAL FOR: DIVDAT			884.70
02885	DJ MURRAY PLUMBING		
	69897	ARENA/CHARGE TO HYDRO-JET UPSTREAM LINE	885.00
TOTAL FOR: DJ MURRAY PLUMBING			885.00
RBOND	DONALD O BUCKNER		
	BB43414	BD Bond Refund	625.00
TOTAL FOR: DONALD O BUCKNER			625.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
12477	LAUREN DOZIER		
	00082	CARLOS LOPEZ	200.00
	00362	ALEXIS FISCHER	200.00
	01186	NATHAN SOBEL	150.00
	87093	LLOYD GOLDMAN	200.00
	96127	GORAN PETROVICH	200.00
TOTAL FOR: LAUREN DOZIER			950.00
00380	DTE ENERGY		
	193888400143 4/16	31000 WOODWARD	604.53
	193888400168 4/16	902 CATALPA	34.04
	193888400218 4/16	3511 COOLIDGE	139.40
	193888400317 4/16	3588 W 13 MILE	151.89
	193888400333 4/16	3915 W 13 MILE	113.89
	193888400366 4/16	4036 W 13 MILE	73.28
	193888400382 4/16	4130 W 13 MILE	17.13
	194070300026 4/16	151 W 11 MILE	13.90
	194070300059 4/16	1300 S MAIN	10.49
	194070300166 4/16	316 E 11 MILE	4,136.26
	194070300224 4/16	114 W 4TH	17.86
	194070300406 4/16	2301 NAKOTA	10.96
	194070300414 4/16	4234 DELEMERE	30.47
	194090900060 4/16	4232 DELEMERE	46.49
	194097600010 4/16	309 W 6TH	14.03
	280395100017 4/16	3128 ROCHESTER	21.92
	325337400015 4/16	1980 E 12 MILE	6.65
	7215591	1403 LEXINGTON	4,038.41
TOTAL FOR: DTE ENERGY			9,481.60
00381	DTE ENERGY		
	7207331	90-O-451 STREETLIGHT	414.46
	7207533	90-O-450 STREETLIGHT	71,793.43
	7212624	1298 N CAMPBELL	128.43
	7213152	211 WILLIAMS	10,519.00
	7213948	2300 W 14 MILE	117.00
	7213949	4309 COOLIDGE	395.08
TOTAL FOR: DTE ENERGY			83,367.40
08427	KEVIN DUHONICH		
	4/5/16	SEMBOIA MEETING	20.00
TOTAL FOR: KEVIN DUHONICH			20.00
12926	EGANIX, INC		
	1076	APRIL SERVICE	3,640.00
TOTAL FOR: EGANIX, INC			3,640.00
00434	EJ USA INC		
	110160010050	EJ 6-8010 OP NUT OL	105.70
	110160014445	WATER MAINT SUPPLIES	7,654.30
TOTAL FOR: EJ USA INC			7,760.00
13214	MARC ELIE		
	042516	JUROR FEE	13.50
TOTAL FOR: MARC ELIE			13.50

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Vendor Code	Vendor Name	Description	Amount
06216	ELITE TRAUMA CLEAN-UP		
	22353	DISPOSAL OF MEDICAL WASTE	50.00
TOTAL FOR: ELITE TRAUMA CLEAN-UP			50.00
RBOND	EMERGENCY DRAIN & PLUMBING		
	00159722	BD Payment Refund	255.00
	BENG-160060	BD Bond Refund	1,000.00
TOTAL FOR: EMERGENCY DRAIN & PLUMBING			1,255.00
02730	EMERGENCY MEDICAL PRODUCTS INC.		
	1817822	MEDICAL SUPPLIES	113.50
TOTAL FOR: EMERGENCY MEDICAL PRODUCTS INC.			113.50
13215	JOY ENOCHS		
	042516	JUROR FEE	65.50
TOTAL FOR: JOY ENOCHS			65.50
08530	ROBERT ERDMAN		
	32097	ROYAL OAK SR ESSENTIAL SERVICES	24.00
TOTAL FOR: ROBERT ERDMAN			24.00
00469	ETNA SUPPLY		
	S101772350.002	CURB BOXS	790.00
	S101774388.001	ARGONICS SPEEDY SLEEVE	55.00
TOTAL FOR: ETNA SUPPLY			845.00
07636	FRANK EVERINGHAM		
	4/19-5/2/16	INSPECTOR	2,385.00
TOTAL FOR: FRANK EVERINGHAM			2,385.00
00471	EZELL SUPPLY CORP		
	132476	DPS/TOILET TISSUE	141.80
	132516	DPS/HAND SOAP	47.62
TOTAL FOR: EZELL SUPPLY CORP			189.42
12572	TAREK FAKHOURI		
	16-00192	ZANNIE JACKSON	200.00
	16-00324	APRIL LITTLE	200.00
TOTAL FOR: TAREK FAKHOURI			400.00
04304	LYNNE FAULKNER		
	685811	CT 4/18-4/29/16	850.00
TOTAL FOR: LYNNE FAULKNER			850.00
13103	FEDOR, CAMARGO AND WESTON PLC		
	86697	TERRELL HALL	150.00
TOTAL FOR: FEDOR, CAMARGO AND WESTON PLC			150.00
13233	JEROME FELCZAK		
	32144	ROYAL OAK SR ESSENTIAL SERVICES	25.00
	32145	ROYAL OAK SR ESSENTIAL SERVICES	25.00
	32146	ROYAL OAK SR ESSENTIAL SERVICES	25.00
	32152	ROYAL OAK SR ESSENTIAL SERVICES	20.00
TOTAL FOR: JEROME FELCZAK			95.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
13195	FEMA		
	042616	FIRE/FEMA GRANT	27,772.00
TOTAL FOR: FEMA			27,772.00
11118	TODD E FENTON		
	4/14-4/15/16	IEDC TRAINING COURSE EXP REIMB	194.56
	4/19-4/22/16	URBAN LAND INST MEETING EXP REIMB	1,325.37
TOTAL FOR: TODD E FENTON			1,519.93
03805	FIRESERVICE MANAGEMENT		
	15169	TURNOUT GEAR REPAIR	30.13
TOTAL FOR: FIRESERVICE MANAGEMENT			30.13
06960	FIRST CHOICE SERVICES		
	405446	CT/COFFEE SERVICE	96.31
	406583	CT/WATER RENTAL	83.00
TOTAL FOR: FIRST CHOICE SERVICES			179.31
12466	FIRST IN-LAST OUT FIRE AND SAFETY		
	1121	FIRE HOODS	211.00
TOTAL FOR: FIRST IN-LAST OUT FIRE AND SAFETY			211.00
07414	FLEETPRIDE		
	76710196	CONTROL VALVE	165.22
	76731427	HOSE, T-BOLT CLAMP	48.07
	76924614	FLOOR MAT	328.08
TOTAL FOR: FLEETPRIDE			541.37
07635	CHARLES FORD		
	4/19-4/28/16	MECHANICAL INSPECTOR	765.00
TOTAL FOR: CHARLES FORD			765.00
12391	VICKI FRANKLIN		
	042516	CEO EXAM MILEAGE	71.01
TOTAL FOR: VICKI FRANKLIN			71.01
13202	THOMAS FREEMAN		
	44789	PROGRAM REFUND	67.00
TOTAL FOR: THOMAS FREEMAN			67.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
00507	FRENTZ AND SONS	HARDWARE CO	
	B22566	DISC SUPPLIES	14.82
	B22570	DISC SUPPLIES	14.73
	B22590	DISC SUPPLIES	25.44
	B22592	DISC SUPPLIES	15.82
	B22608	DISC SUPPLIES	16.73
	B22613	DISC SUPPLIES	17.07
	B22648	DISC SUPPLIES	18.79
	B22656	DISC SUPPLIES	22.83
	B22680	DISC SUPPLIES	46.71
	B22682	DISC SUPPLIES	25.61
	B22717	DISC SUPPLIES	36.64
	B22737	DISC SUPPLIES	21.21
	B22740	DISC SUPPLIES	84.81
	D87665	DISC SUPPLIES	48.88
	D87678	DISC SUPPLIES	65.88
	D87690	DISC SUPPLIES	2.83
	D87704	DISC SUPPLIES	66.87
	D87708	DISC SUPPLIES	184.43
	D87739	DISC SUPPLIES	15.72
	D87766	DISC SUPPLIES	64.04
	D87804	DISC SUPPLIES	74.05
TOTAL FOR: FRENTZ AND SONS HARDWARE CO			883.91
09093	IRWIN FRIEDMAN		
	050416	HOCKEY REFEREE	372.00
TOTAL FOR: IRWIN FRIEDMAN			372.00
07147	PATRICK GAGNIUK		
	16-00141	JACQUELINE BAKER	200.00
	16-00523	PATRICK BOOKER	200.00
TOTAL FOR: PATRICK GAGNIUK			400.00
09977	PATRICK GAGNIUK		
	16-00743	MARK CRAIG BRANTLEY	200.00
TOTAL FOR: PATRICK GAGNIUK			200.00
02068	SUSAN GALBENSKI		
	4/10-4/30/16	MILEAGE	69.12
TOTAL FOR: SUSAN GALBENSKI			69.12
11557	GAMETIME C/O SINCLAIR RECREATION		
	PJI-0034339	LAWSON PK/SLIDE PARTS	4,554.92
TOTAL FOR: GAMETIME C/O SINCLAIR RECREATION			4,554.92
02284	GENERAL LINEN & UNIFORM SERVICE		
	0048671	LIB 3/22 MAT RENTAL	43.20
	0050713	LIB 4/5 MAT RENTAL	43.20
	0052747	LIB 4/19 MAT RENTAL	43.20
TOTAL FOR: GENERAL LINEN & UNIFORM SERVICE			129.60
13199	GENISYS CREDIT UNION		
	042116	REIMB FO RBROWNFIELD PLAN ELIGIBLE ACTIVITIES	5,636.07
TOTAL FOR: GENISYS CREDIT UNION			5,636.07

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00529	GIANT JANITORIAL SERVICE INC		
	201647	SR CTR/APRIL JANITORIAL SERVICE	2,164.91
	201648	DPS 4/1-4/15 JANITORIAL SERVICE	690.53
	201649	POLICE 4/1-4/15 JANITORIAL SERVICE	1,687.95
	201650	CH 4/1-4/15 JANITORIAL SERVICE	2,455.20
	201655	REPAIR PARTS	690.53
	201656	POLICE 4/16-4/30 JANITORIAL SERVICE	1,687.95
	201657	CH 4/16-4/30 JANITORIAL SERVICE	2,455.20
TOTAL FOR: GIANT JANITORIAL SERVICE INC			11,832.27
07969	MELISSA GLASSON		
	042516	JUROR FEE	65.50
TOTAL FOR: MELISSA GLASSON			65.50
10408	THE GOALPOST		
	2 - 4/15/16	5 CASES OF LACES	120.00
TOTAL FOR: THE GOALPOST			120.00
09839	JUAN M. GONZALEZ		
	00311	RAMON CABRERA	200.00
	15-86759	MARCUS DEVON TORRENCE	200.00
TOTAL FOR: JUAN M. GONZALEZ			400.00
00541	GRAINGER		
	9084974600	HIGH VISIBILITY VEST CLASS	27.85
	9087118353	ROLLER LEVER ARM	12.09
	9090042319	MIG WELDING WIRE	27.30
	9095528445	HAND REAMER	42.85
TOTAL FOR: GRAINGER			110.09
05295	GRAND TRUNK WESTERN		
	91215867	MI SIGNAL & GATES	15,799.00
TOTAL FOR: GRAND TRUNK WESTERN			15,799.00
02304	GRAPHIC SCIENCES INC		
	140632-IN	SCANNING DRAWINGS	551.66
TOTAL FOR: GRAPHIC SCIENCES INC			551.66
13084	GREAT LAKES WATER AUTHORITY		
	300-1311-S 4/16	MARCH IWC CHARGES	21,318.00
	500-0537-S 4/16	RAYS IC POLLUTANT SURCHARGE	69.97
	500-0590-S 4/16	MI SOY PROD POLLUTANT SURCHARGE	1,021.45
TOTAL FOR: GREAT LAKES WATER AUTHORITY			22,409.42
13216	RYAN GRIFFITH		
	042516	JUROR FEE	65.50
TOTAL FOR: RYAN GRIFFITH			65.50
07740	MELANIE HALAS		
	050416	REPLACEMENT OF COFFEE POT DAMAGED IN FLOOD	21.19
	4/14/16	MAMAC FREE EDUCATION DAY MILEAGE EXPENSE	152.28
TOTAL FOR: MELANIE HALAS			173.47

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 CITY OF ROYAL OAK
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
08384	HALLAHAN & ASSOCIATES PC		
	13972	PROF SERVICES	1,500.25
TOTAL FOR: HALLAHAN & ASSOCIATES PC			1,500.25
01896	KAREN HALPERN		
	042916	WATER COLOR SESSION	1,380.40
TOTAL FOR: KAREN HALPERN			1,380.40
11273	MARGARET HAPPY		
	071014	OVERPAID DOG LICENSE FEE	20.00
TOTAL FOR: MARGARET HAPPY			20.00
12104	JOHN HARRIS		
	31999	ROYAL OAK SR ESSENTIAL SERVICES	30.00
TOTAL FOR: JOHN HARRIS			30.00
13190	HASTINGS AUTO PARTS		
	65092/S	BATTERIES	544.07
	65207/S	CREDIT MEMO	(101.95)
	65832/S	BATTERY	135.00
TOTAL FOR: HASTINGS AUTO PARTS			577.12
09898	REANEE HAWKINS		
	042516	JUROR FEE	13.50
TOTAL FOR: REANEE HAWKINS			13.50
09618	HITS INC		
	4275	ADVANCED ROADSIDE INTERVIEW TECH FOR PATROL/CAVANAU	250.00
TOTAL FOR: HITS INC			250.00
00599	HOME DEPOT		
	0260030	DPS/SUPPLIES	77.92
	2023960	CEMENT SUPPLIES	262.24
	2065638	CBD/SUPPLIES	61.89
	6013259	DPS/SUPPLIES	23.97
	7023166	BATTERIES	56.91
	7813117	HWY SIGN SHOP TOOLS	61.10
	8040248	CBD/SUPPLIES	137.09
	9264188	ARBOR DAY TREE	49.98
TOTAL FOR: HOME DEPOT			731.10
03827	HONORS		
	40019	SOBRIETY COURT CHERRY BOARD WITH BLACK BRASS PLATE	31.00
TOTAL FOR: HONORS			31.00
RBOND	HORIZON HOMES LLC		
	BB43317	BD Bond Refund	1,250.00
TOTAL FOR: HORIZON HOMES LLC			1,250.00
08639	MARCIA HOVLAND		
	041716	NATURE SOC AWARDS TILES	20.00
TOTAL FOR: MARCIA HOVLAND			20.00

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 CITY OF ROYAL OAK
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
05628	HOWARD L SHIFMAN PC		
	12625	MARCH PROFESSIONAL SERVICES	8,000.00
	12645	APRIL PROFESSIONAL SERVICES	8,000.00
TOTAL FOR: HOWARD L SHIFMAN PC			16,000.00
00619	ICLE		
	32722A	MI MODEL CRIMINAL JURY	121.50
	88523A	MI ZONING, PLANNING AND LAND USE	103.50
TOTAL FOR: ICLE			225.00
03952	IDS.COM		
	17816	SIDEWALK PROGRAM LETTER MAILING	2,049.79
TOTAL FOR: IDS.COM			2,049.79
12690	CHINAZA B. IKERI		
	16-00786	MARK J WINIECKE	200.00
TOTAL FOR: CHINAZA B. IKERI			200.00
RBOND	INGRAM ROOFING INC		
	BB42321	BD Bond Refund	750.00
	BB42371	BD Bond Refund	750.00
	BB42511	BD Bond Refund	500.00
TOTAL FOR: INGRAM ROOFING INC			2,000.00
00641	INTERNATIONAL MINUTE PRESS		
	41060	APPROVED STICKERS	192.64
TOTAL FOR: INTERNATIONAL MINUTE PRESS			192.64
05292	INTERNATIONAL RADIANT, INC		
	703219	FIRE 1/VACUUM PUMP REPAIR	151.50
	703220	FIRE 1/CHECK HLV SYS TO NORTH BAY	94.00
TOTAL FOR: INTERNATIONAL RADIANT, INC			245.50
06321	J & B MEDICAL SUPPLY		
	2854204	MEDICAL SUPPLIES	10.19
	2856890	MEDICAL SUPPLIES	16.91
	2861889	MEDICAL SUPPLIES	50.56
	2863392	MEDICAL SUPPLIES	741.49
TOTAL FOR: J & B MEDICAL SUPPLY			819.15
13191	J.C. SCHULTZ ENTERPRISES, INC.		
	0000360943	FIRE/US FLAG	105.61
TOTAL FOR: J.C. SCHULTZ ENTERPRISES, INC.			105.61
05165	STEVEN JACOBS		
	050416	HOCKEY REFEREE	620.00
TOTAL FOR: STEVEN JACOBS			620.00
00748	LEWIS JACQUES		
	2015-2016	BOOT ALLOWANCE	120.00
TOTAL FOR: LEWIS JACQUES			120.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
11112	LEWIS JACQUES 7/28-8/8/14	MILEAGE	50.40
TOTAL FOR: LEWIS JACQUES			50.40
12796	ANDREA JANSSEN SPRING 2016	PIEROGIES, POLISH COOKIES INSTRUCTOR	466.90
TOTAL FOR: ANDREA JANSSEN			466.90
13217	JAMIE JANSSEN 042516	JUROR FEE	13.50
TOTAL FOR: JAMIE JANSSEN			13.50
RBOND	JEFFREY HARRELL BUILDER INC BB43174	BD Bond Refund	750.00
TOTAL FOR: JEFFREY HARRELL BUILDER INC			750.00
RBOND	JEREMY LEE INGRAM BB42531	BD Bond Refund	1,250.00
TOTAL FOR: JEREMY LEE INGRAM			1,250.00
01915	JH HART URBAN FORESTRY 69220 69356	TREE TRIMMING, STUMP GRINDING TREE TRIMMING, STUMP GRINDING, TREE REMOVAL	6,596.82 6,388.55
TOTAL FOR: JH HART URBAN FORESTRY			12,985.37
08925	ROBERT JOHNSON 2013-2014	BOOT ALLOWANCE	120.00
TOTAL FOR: ROBERT JOHNSON			120.00
13168	JOHNSON, ROSATI, SCHULTZ & JOPPICH 1067227	SIGN ORDINANCE REVISIONS	682.50
TOTAL FOR: JOHNSON, ROSATI, SCHULTZ & JOPPICH			682.50
05831	STEVE JOHNSON 30559	ROYAL OAK SR ESSENTIAL SERVICES	40.00
TOTAL FOR: STEVE JOHNSON			40.00
13227	PATTY KEENAN 050316	ICE SHOW COSTUME ADJUSTMENTS & ALTERATIONS	89.61
TOTAL FOR: PATTY KEENAN			89.61
07139	KYLE KENDZIUK 050416	HOCKEY REFEREE	930.00
TOTAL FOR: KYLE KENDZIUK			930.00
13235	KENT COUNTY DPW 3011865	R944-0000 SPECIAL BURN	108.00
TOTAL FOR: KENT COUNTY DPW			108.00
13228	STEVEN B. KERANEN 050316	LEARN TO SKATE REG REFUND	100.00
TOTAL FOR: STEVEN B. KERANEN			100.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
03704	MIKE KINASZ		
	050416	HOCKEY REFEREE	369.00
TOTAL FOR: MIKE KINASZ			369.00
00714	KIRK'S AUTOMOTIVE INC		
	992990	HOPPER FILTER	211.25
TOTAL FOR: KIRK'S AUTOMOTIVE INC			211.25
00112	THE KITCHEN INC		
	62277	PRISONER MEALS	266.67
	62446	PRISONER MEALS	333.09
TOTAL FOR: THE KITCHEN INC			599.76
13218	DEBORAH KOST-STEWART		
	042516	JUROR FEE	13.50
TOTAL FOR: DEBORAH KOST-STEWART			13.50
07565	L.E.O.R.T.C.		
	4500	GORDON GRAHAM SEMINAR (5)	375.00
TOTAL FOR: L.E.O.R.T.C.			375.00
04443	LAW OFFICES OF JOSEPH A LAVIGNE		
	15-86219	EMMA HARBART	200.00
TOTAL FOR: LAW OFFICES OF JOSEPH A LAVIGNE			200.00
10654	LAW ENFORCEMENT SEMINARS LLC		
	84721461760925	BACKGROUND INVESTIGATIONS SEMINAR/MOORE	325.00
TOTAL FOR: LAW ENFORCEMENT SEMINARS LLC			325.00
12829	LAW OFFICES OF ANTHONY L. MISURACA		
	16-01108	ROBERT THOMAS	200.00
TOTAL FOR: LAW OFFICES OF ANTHONY L. MISURACA			200.00
13219	MARZENA LEWINSKI		
	042516	JUROR FEE	13.50
TOTAL FOR: MARZENA LEWINSKI			13.50
00754	LIGHTING SUPPLY COMPANY		
	V0157851	SR CTR/LIGHTING	33.70
	V0158218	LIGHTING	115.96
TOTAL FOR: LIGHTING SUPPLY COMPANY			149.66
13204	GERI LINDELL		
	050416	REFUND CANCELLED DAY TRIP	134.00
TOTAL FOR: GERI LINDELL			134.00
13220	DAVID LINDQUIST		
	042516	JUROR FEE	13.50
TOTAL FOR: DAVID LINDQUIST			13.50
11468	LITTLE CAESER ENTERPRISES INC		
	42241	BOND REFUND	3,056.00
TOTAL FOR: LITTLE CAESER ENTERPRISES INC			3,056.00

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CITY OF ROYAL OAK
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
00788	MACOMB COMMUNITY COLLEGE		
	004981243	BASIC EVO/LOVE,ADDIS	330.00
TOTAL FOR: MACOMB COMMUNITY COLLEGE			330.00
00792	MADISON ELECTRIC COMPANY		
	1467819-00	ELECTRICAL SUPPLIES	10.09
	1467819-01	ELECTRICAL SUPPLIES	61.40
	1467821-00	ELECTRICAL SUPPLIES	250.72
TOTAL FOR: MADISON ELECTRIC COMPANY			322.21
09739	MANSFIELD CONSTRUCTION GP		
	050316	FINAL PAYMENT	12,490.00
TOTAL FOR: MANSFIELD CONSTRUCTION GP			12,490.00
13197	ELIZABETH MARABATE		
	042016	SHELTER REFUND	60.00
TOTAL FOR: ELIZABETH MARABATE			60.00
08393	NICHOLAS MARENGO		
	050416	HOCKEY REFEREE	961.00
TOTAL FOR: NICHOLAS MARENGO			961.00
08499	MATHESON TRI-GAS INC		
	13227830	FIRE/OXYGEN	230.22
	13313919	FIRE/CYLINDER RENTAL	164.65
TOTAL FOR: MATHESON TRI-GAS INC			394.87
00827	MATTHEWS HARGREAVES CHEVROLET CO		
	84170	REPAIR PARTS	15.48
TOTAL FOR: MATTHEWS HARGREAVES CHEVROLET CO			15.48
04944	COURTNEY MATTHEWS		
	DC15-85076	APPEAL TRANSCRIPT	517.00
TOTAL FOR: COURTNEY MATTHEWS			517.00
13221	BRITTNEY MATTSON		
	042516	JUROR FEE	65.50
TOTAL FOR: BRITTNEY MATTSON			65.50
08339	MAZUR MARKET MANAGEMENT LLC		
	160502	MARKET W/E 5/1/16	9,301.50
TOTAL FOR: MAZUR MARKET MANAGEMENT LLC			9,301.50
RBOND	MEDICAL VILLAGE PARTNERS LLC		
	BB43347	BD Bond Refund	500.00
TOTAL FOR: MEDICAL VILLAGE PARTNERS LLC			500.00
04333	METAL MART USA		
	228632	SHEET METAL	700.46
	228843	SHEET METAL	260.88
TOTAL FOR: METAL MART USA			961.34

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
09220	METRO PUMP SERVICE LLC		
	20936	OPW 2100 5 GALLON SPILL CONTAINER ON DT#3	2,345.00
TOTAL FOR: METRO PUMP SERVICE LLC			2,345.00
07480	MI METER TECH GROUP INC		
	97161	WATER METERS	4,273.92
	97233	WATER METERS	1,259.64
TOTAL FOR: MI METER TECH GROUP INC			5,533.56
07472	MICHIGAN CNG SYSTEMS, LLC		
	1740	FUELMAKER	1,125.00
TOTAL FOR: MICHIGAN CNG SYSTEMS, LLC			1,125.00
00880	MICHIGAN MUNICIPAL LEAGUE		
	MAY 17-19, 2016	LOCAL GOVERNMENT ACADEMY/LISS	330.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			330.00
13006	MIDWEST FENCE COMPANY		
	041816	BACKSTOP REPLACEMENT REPAIRS @ VARIOUS PARKS	20,886.00
TOTAL FOR: MIDWEST FENCE COMPANY			20,886.00
13222	JANET MILLER		
	042516	JUROR FEE	13.50
TOTAL FOR: JANET MILLER			13.50
13223	MARY MITCHELL		
	042516	JUROR FEE	13.50
TOTAL FOR: MARY MITCHELL			13.50
10401	MICHAEL MITCHELL		
	16-00344	BUDDY THEODOUGHERTY	200.00
	16-00833	MICHAEL FOSTER	200.00
TOTAL FOR: MICHAEL MITCHELL			400.00
03594	DEPARTMENT # 234101		
	MMRMA-D16031003	MARCH ELECTRIC CHOICE PROGRAM	12,119.88
TOTAL FOR: DEPARTMENT # 234101			12,119.88
00918	MOTOR CITY FASTENER INC		
	1211245	HEX FIN NUT, LOCK NUT	271.83
TOTAL FOR: MOTOR CITY FASTENER INC			271.83
12992	MRF MAINTENANCE		
	1602	CT/WINDOW CLEANING	45.00
TOTAL FOR: MRF MAINTENANCE			45.00
13017	DARYL NAFSU		
	15R002211	ROBERT GRANGER	150.00
TOTAL FOR: DARYL NAFSU			150.00

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CITY OF ROYAL OAK
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
05865	NAPA AUTO PARTS	MADISON HEIGHTS	
	456232	CREDIT MEMO	(205.34)
	456391	REPAIR PARTS	21.09
	456596	REPAIR PARTS	47.35
	456608	REPAIR PARTS	3.40
	456850	REPAIR PARTS	41.03
	456868	REPAIR PARTS	48.45
	456869	REPAIR PARTS	54.75
	456939	REPAIR PARTS	20.40
	457154	REPAIR PARTS	13.95
	457181	REPAIR PARTS	14.28
	457545	REPAIR PARTS	22.32
	457567	CREDIT MEMO	(13.95)
	457992	REPAIR PARTS	67.06
	458018	REPAIR PARTS	11.61
	458048	REPAIR PARTS	48.05
	458198	REPAIR PARTS	15.66
	458417	REPAIR PARTS	17.27
	458632	REPAIR PARTS	120.39
TOTAL FOR: NAPA AUTO PARTS MADISON HEIGHTS			347.77
07528	NATIONAL CITY WORKERS	COMPENSATION	
	4/18-4/22/16	WORKERS COMPENSATION	316.62
	4/25-4/29/16	WORKERS COMPENSATION	2,198.69
TOTAL FOR: NATIONAL CITY WORKERS COMPENSATION			2,515.31
RBOND	NCS CONSTRUCTION SERVICES, LLC		
	BB43393	BD Bond Refund	200.00
TOTAL FOR: NCS CONSTRUCTION SERVICES, LLC			200.00
00957	NELSON BROS PLUMBING		
	143410	300 S LAF PKG/PULLED PUMP FROM STORM PIT	144.00
TOTAL FOR: NELSON BROS PLUMBING			144.00
12624	NICHOLS		
	6382705-00	MKT/JANITORIAL SUPPLIES	885.46
TOTAL FOR: NICHOLS			885.46
RBOND	NICKEL CONTRACTING LLC		
	BB43334	BD Bond Refund	1,750.00
TOTAL FOR: NICKEL CONTRACTING LLC			1,750.00
RBOND	NORTH MAIN MANAGEMENT CO		
	BB42525	BD Bond Refund	10,000.00
	BPB34853	BD Bond Refund	4,000.00
TOTAL FOR: NORTH MAIN MANAGEMENT CO			14,000.00

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Vendor Code	Vendor Name	Description	Amount
07558	NORTH STAR MECHANICAL INC		
	00011516	MARKET/JAN CONTRACT BILLING	482.05
	00011676	CH MARCH CONTRACT BILLING	773.30
	113499	MKT/THERMOSTAT	458.66
	115238	CH/AIR REPAIR	171.00
	115629	MKT/PROGRAMMABLE SENSOR AND MODULE	1,370.65
	115630	MKT/SMOKE DETECTORS AND SAMPLING TUBES	1,917.44
	116258	CITY HALL BUILDING LEAK	627.71
	116857	CH/EMERGENCY REPAIR	2,573.78
TOTAL FOR: NORTH STAR MECHANICAL INC			8,374.59
00994	OAKLAND CO ROAD COMMISSION		
	96527	TRAFFIC SIGNAL MAINTENANCE	503.87
TOTAL FOR: OAKLAND CO ROAD COMMISSION			503.87
06178	OAKLAND COUNTY		
	DSA0001143	RED RUN DRAIN SPECIAL ASSESSMENTS	24,374.00
TOTAL FOR: OAKLAND COUNTY			24,374.00
10849	OFF DUTY WEAR		
	2016-451	CITIZENS POLICE ACADEMY POLOS	598.00
TOTAL FOR: OFF DUTY WEAR			598.00
01007	OFFICE DEPOT		
	832399728001	85793581 OFFICE SUPPLIES	183.99
	832450901001	85793581 OFFICE SUPPLIES	52.50
	832795663001	CREDIT MEMO	(265.99)
	833310891001	85793581 OFFICE SUPPLIES	405.30
	834838228001	85793581 OFFICE SUPPLIES	141.53
	834841478001	85793581 OFFICE SUPPLIES	9.44
	835032604001	85793581 OFFICE SUPPLIES	235.29
	835052658001	85793581 OFFICE SUPPLIES	81.91
	835061841001	85793581 OFFICE SUPPLIES	47.82
	835061905001	85793581 OFFICE SUPPLIES	73.71
TOTAL FOR: OFFICE DEPOT			965.50
06344	OFFICIAL PAYMENTS CORPORATION		
	INVINT0000038569	CITY OF RO MISCELLANEOUS PAYMENTS	363.00
TOTAL FOR: OFFICIAL PAYMENTS CORPORATION			363.00
01014	OHM ADVISORS		
	177451	ASPHALT RESURFACING IMPROVEMENTS	6,754.75
	177452	ASPHALT RESURFACING IMPROVEMENTS	2,171.17
TOTAL FOR: OHM ADVISORS			8,925.92
08249	O'REILLY AUTO		
	327-423042	REPAIR PARTS	103.29
	3327 424707	REPAIR PARTS	7.71
	3327 425257	REPAIR PARTS	110.52
	3327-423041	REPAIR PARTS	73.53
TOTAL FOR: O'REILLY AUTO			295.05
12683	JENNIFER ORLETSKI		
	042216	CEO EXAM MILEAGE	90.72
TOTAL FOR: JENNIFER ORLETSKI			90.72

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
12056	MARIAN OSTROWSKI		
	44848	PROGRAM REFUND	96.00
TOTAL FOR: MARIAN OSTROWSKI			96.00
12581	OVERDRIVE		
	0870-171748657-041	EBOOKS	794.05
	0870-205547227-041	AUDIOBOOKS	329.47
TOTAL FOR: OVERDRIVE			1,123.52
06525	PAETEC		
	4253909 4/16	PHONE SERVICE	665.99
TOTAL FOR: PAETEC			665.99
RBOND	PATRICK EDWARD-SALVATORE RAYE		
	BB42976	BD Bond Refund	750.00
TOTAL FOR: PATRICK EDWARD-SALVATORE RAYE			750.00
06475	PATRIOT DIAMOND, INC.		
	A05843	CURED CONCRETE BLADE	649.00
TOTAL FOR: PATRIOT DIAMOND, INC.			649.00
12153	PAYPAL		
	49620503	PAYFLOW PRO	75.70
TOTAL FOR: PAYPAL			75.70
07954	MIKE PENNANEN		
	042716	EXP REIMB	33.54
TOTAL FOR: MIKE PENNANEN			33.54
07787	BRENDA PEZNOWSKI		
	32045	ROYAL OAK SR ESSENTIAL SERVICES	72.00
	32047	ROYAL OAK SR ESSENTIAL SERVICES	66.00
	32260	ROYAL OAK SR ESSENTIAL SERVICES	24.00
	32263	ROYAL OAK SR ESSENTIAL SERVICES	36.00
	32264	ROYAL OAK SR ESSENTIAL SERVICES	24.00
TOTAL FOR: BRENDA PEZNOWSKI			222.00
04252	DAVID PIETROSKI		
	00010	ANTHONY WHALEY	200.00
	14-0510-OM	ROBERT ARCHER	150.00
	16-00090	BILLIE RAY SMITH	200.00
TOTAL FOR: DAVID PIETROSKI			550.00
13025	PORTS PETROLEUM COMPANY, INC		
	111207	DIESEL	15,541.20
TOTAL FOR: PORTS PETROLEUM COMPANY, INC			15,541.20
01064	POSTMASTER		
	050216	CT/PO BOX 20 FEE	1,174.00
TOTAL FOR: POSTMASTER			1,174.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
06171	PRAXAIR DISTRIBUTIONS INC		
	72933373	CYLINDER	625.11
	72940194	DPS/OXYGEN	446.51
	72991835	DPS/OXYGEN	94.91
TOTAL FOR: PRAXAIR DISTRIBUTIONS INC			1,166.53
06006	PTE/ISN		
	I1340704	TIRE INFLATOR, DEGREASER, MAX CLEAN, COUPLER	228.34
	I1368472	TIRE BEAD WEDGE PLIERS	62.85
	I1397149	COOLANTSTRIP	42.89
	I1397570	BATTERIES	50.35
TOTAL FOR: PTE/ISN			384.43
RBOND	PRM CUSTOM BUILDERS LLC		
	BB42446	BD Bond Refund	750.00
	BB42447	BD Bond Refund	250.00
	BB42463	BD Bond Refund	750.00
TOTAL FOR: PRM CUSTOM BUILDERS LLC			1,750.00
01087	PSYBUS		
	15856	PSYCHOLOGICAL EVALUATION	1,170.00
	15886	PSYCHOLOGICAL EVALUATION	585.00
	15892	PSYCHOLOGICAL EVALUATION	585.00
TOTAL FOR: PSYBUS			2,340.00
08978	QUILL.COM		
	5213805	SHELTER/TIME/DATE STAMP CLOCK	235.57
TOTAL FOR: QUILL.COM			235.57
07368	RADIOTRONICS, INC		
	253646	K9 VEHICLE EQUIPMENT - HOT-N-POP	2,302.00
TOTAL FOR: RADIOTRONICS, INC			2,302.00
RBOND	RALPH BIANCHI		
	BB42484	BD Bond Refund	400.00
TOTAL FOR: RALPH BIANCHI			400.00
10352	ANITA RANDALL		
	31935	ROYAL OAK SR ESSENTIAL SERVICES	36.00
	32139	ROYAL OAK SR ESSENTIAL SERVICES	24.00
	32140	ROYAL OAK SR ESSENTIAL SERVICES	48.00
	32141	ROYAL OAK SR ESSENTIAL SERVICES	48.00
	32142	ROYAL OAK SR ESSENTIAL SERVICES	30.00
TOTAL FOR: ANITA RANDALL			186.00
RBOND	REBECCA AUGHTON		
	BB43392	BD Bond Refund	200.00
TOTAL FOR: REBECCA AUGHTON			200.00
09573	MIKE REED		
	050416	HOCKEY REFEREE	310.00
TOTAL FOR: MIKE REED			310.00

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
02380	KEVIN RIZE ROYAL OAK 100	PPCT DEFENSIVE TACTICTS INSTRUCTOR	3,000.00
TOTAL FOR: KEVIN RIZE			3,000.00
RBOND	ROBERT PAUL SCHWARTZ BB43007	BD Bond Refund	750.00
TOTAL FOR: ROBERT PAUL SCHWARTZ			750.00
10517	ROBERT W BAIRD & CO 4/19-4/28/16	REJUVENATE RETIREMENT WORKSHOP	700.00
TOTAL FOR: ROBERT W BAIRD & CO			700.00
01157	ROSE PEST SOLUTIONS 30690314 30690333	LIB 4/12 PEST CONTROL CT 4/15 PEST CONTROL	48.00 54.00
TOTAL FOR: ROSE PEST SOLUTIONS			102.00
02742	ROWERDINK INC 5193971	REPAIR PARTS	187.20
TOTAL FOR: ROWERDINK INC			187.20
08650	ROYAL OAK FORD 361787	REPAIR PARTS	199.84
TOTAL FOR: ROYAL OAK FORD			199.84
01170	ROYAL ROOFING COMPANY, INC 41321	BOND REFUND	5,000.00
TOTAL FOR: ROYAL ROOFING COMPANY, INC			5,000.00
13224	JARRETT RUSSELL 042516	JUROR FEE	13.50
TOTAL FOR: JARRETT RUSSELL			13.50
11629	S&W HEALTHCARE CORP 217775	DEFIBS PEDIATRIC PADS	605.91
TOTAL FOR: S&W HEALTHCARE CORP			605.91
07728	SAM EVENT MANAGEMENT & CONSULTING 290	MARCH EVENT & MARKETING SERVICES	3,000.00
TOTAL FOR: SAM EVENT MANAGEMENT & CONSULTING			3,000.00
02680	SCHOOLCRAFT COLLEGE 01699	CES PUBLIC SAFETY IN SERVICE	1,990.00
TOTAL FOR: SCHOOLCRAFT COLLEGE			1,990.00
RBOND	SEERCO INC BB43298	BD Bond Refund	4,000.00
TOTAL FOR: SEERCO INC			4,000.00
12064	SEI INVESTMENTS 124757	RETIREMENT SYSTEM	81,248.50
TOTAL FOR: SEI INVESTMENTS			81,248.50

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
11240	SHANE EMANUAL SENIOR		
	062314	JUROR FEE	26.00
TOTAL FOR: SHANE EMANUAL SENIOR			26.00
06771	SEPLA		
	JUNE 21-23, 2016	CONFERENCE REG/SZYDLOWSKI	250.00
TOTAL FOR: SEPLA			250.00
09148	CHRISTOPHER SHEMKE		
	87045	JESSE NICHOLS	200.00
	87076	NATHAN STANLEY	200.00
TOTAL FOR: CHRISTOPHER SHEMKE			400.00
03783	SHERWIN WILLIAMS		
	1080-5	PAINT	197.64
	8012-3	PAINT	395.28
	8202-0	PAINT	98.16
TOTAL FOR: SHERWIN WILLIAMS			691.08
13229	SHINY MARBLE RESTORATION LLC		
	041016	MEMORIAL STATUE REPAIR	600.00
TOTAL FOR: SHINY MARBLE RESTORATION LLC			600.00
01213	SIRCHIE FINGERPRINT LAB		
	0250512-IN	BARRIER TAPE, COLLECTION TUBES,EVIDENCE BOX	687.56
	0251402-IN	TESTS, FENTANYL REAGENT, COCAINE ID SWIPES	451.36
TOTAL FOR: SIRCHIE FINGERPRINT LAB			1,138.92
01221	SOCRRA		
	R004166-1	4/1-4/15 REFUSE, RECYCLABLES & YW	181,518.00
TOTAL FOR: SOCRRA			181,518.00
08771	ANDREW SOPER		
	050416	HOCKEY REFEREE	992.00
TOTAL FOR: ANDREW SOPER			992.00
01228	SPARTAN DISTRIBUTORS		
	11713240	GAS MOWER, SNOW BROOM REPAIRS	281.49
	22390370	SEAL	167.92
TOTAL FOR: SPARTAN DISTRIBUTORS			449.41
13015	ROBERT SPELLMAN		
	4/28/16	MILEAGE	73.00
TOTAL FOR: ROBERT SPELLMAN			73.00
04576	ST JOHN OAKLAND OCC HEALTH PARTNERS		
	265662	DRUG SCREEN, ALCOHOL SCREEN	789.00
TOTAL FOR: ST JOHN OAKLAND OCC HEALTH PARTNERS			789.00
01257	STATE OF MICHIGAN		
	SE 387273	JAN-MARCH SIGNAL ENERGY	392.85
TOTAL FOR: STATE OF MICHIGAN			392.85

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
03189	STATE OF MICHIGAN		
	AF 386547	PROJECT FINAL SETTLEMENT	892.59
TOTAL FOR: STATE OF MICHIGAN			892.59
01258	STATE OF MICHIGAN DEPT OF		
	4/1/16	PAYROLL	29,539.48
	4/15/16	PAYROLL	30,038.47
	4/29/16	PAYROLL	29,758.05
	4/29/2016	PENSION	23,309.07
	APRIL 2016	SALES TAX	129.68
TOTAL FOR: STATE OF MICHIGAN DEPT OF			112,774.75
10515	HAROLD STONE		
	2016	APRIL MILEAGE	22.68
TOTAL FOR: HAROLD STONE			22.68
07643	SUBURBAN ARENA MNGMT ROYAL OAK		
	1209	ARENA W/E 4/26	17,856.07
	1210	ARENA/MANAGEMENT FEE	11,846.22
TOTAL FOR: SUBURBAN ARENA MNGMT ROYAL OAK			29,702.29
12607	SUPPLYDEN		
	356211-00	ARENA/JANITORIAL SUPPLIES	222.90
TOTAL FOR: SUPPLYDEN			222.90
13225	GERALDINE TATE		
	042516	JUROR FEE	13.50
TOTAL FOR: GERALDINE TATE			13.50
01318	TENNANT SALES & SERVICE CO		
	913778028	ARENA/VACUUM MOTOR	621.55
	913779773	CASTER, BLADE	94.50
TOTAL FOR: TENNANT SALES & SERVICE CO			716.05
06441	TERRA CONTRACTING SERVICES LLC		
	S1401 PE6	SEWER TELEVISIONING & ROOT TREATMENT	20,136.40
TOTAL FOR: TERRA CONTRACTING SERVICES LLC			20,136.40
13088	THE URICH LAW OFFICE, PLLC		
	00044	ROBERT HAWKINS	200.00
TOTAL FOR: THE URICH LAW OFFICE, PLLC			200.00
13203	NANCY THOMAS		
	44793	PROGRAM REFUND	67.00
TOTAL FOR: NANCY THOMAS			67.00
13226	NINA THOMAS		
	042516	JUROR FEE	13.50
TOTAL FOR: NINA THOMAS			13.50
06851	DAVID TORGERSON		
	30555	ROYAL OAK SR ESSENTIAL SERVICES	64.00
TOTAL FOR: DAVID TORGERSON			64.00

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
03255	TRANS-TEK TRANSPORT		
	12111	DPS RUBBISH HAUL OUT	1,960.00
TOTAL FOR: TRANS-TEK TRANSPORT			1,960.00
01362	TROELSEN EXCAVATING COMPANY		
	S1503 PE5	SPOT SEWER REPAIRS	40,478.37
TOTAL FOR: TROELSEN EXCAVATING COMPANY			40,478.37
11575	TUMBLEBUNNIES GYMNASTICS, INC		
	RO42516	GYMNASTICS CLASS	3,060.00
TOTAL FOR: TUMBLEBUNNIES GYMNASTICS, INC			3,060.00
09807	UNA TWORK		
	31948	ROYAL OAK SR ESSENTIAL SERVICES	54.00
	31949	ROYAL OAK SR ESSENTIAL SERVICES	24.00
TOTAL FOR: UNA TWORK			78.00
05356	ULINE		
	76017866	MKT/TOWEL DISPENSER	132.10
TOTAL FOR: ULINE			132.10
08016	UNDERGROUND CONTRACTORS INC		
	41285	BOND REFUND	2,000.00
TOTAL FOR: UNDERGROUND CONTRACTORS INC			2,000.00
06405	VERIZON		
	4272089099 4/16	FIRE 2	39.90
TOTAL FOR: VERIZON			39.90
11117	ALEXANDER VON MACH		
	4/25-4/29/16	MILEAGE	23.22
TOTAL FOR: ALEXANDER VON MACH			23.22
01407	VULCAN INC		
	288343	METAL	1,259.00
TOTAL FOR: VULCAN INC			1,259.00
10054	ANN WAGNER		
	020515	OVER PAID DOG LICENSE PAID	13.00
TOTAL FOR: ANN WAGNER			13.00
05168	CHRISTINE WALBRIDGE		
	042716	WATER AEROBICS	1,155.00
TOTAL FOR: CHRISTINE WALBRIDGE			1,155.00
RBOND	WALKER CONSTRUCTION		
	BB43403	BD Bond Refund	2,500.00
TOTAL FOR: WALKER CONSTRUCTION			2,500.00
12610	KATELIN WALSH		
	4/23-4/29/16	MILEAGE	87.86
	4/4-4/16/16	MILEAGE	100.37
TOTAL FOR: KATELIN WALSH			188.23

PAID
CITY OF ROYAL OAK
DISBURSEMENTS FROM 05/10/2016 TO 05/10/16

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01429	WEST SHORE FIRE REPAIR INC		
	11221	SEAT BELTS	613.85
TOTAL FOR: WEST SHORE FIRE REPAIR INC			613.85
11418	WEST SHORE SERVICES INC		
	11223	SCOTT CARBON FIBER CYLINDERS	12,771.00
TOTAL FOR: WEST SHORE SERVICES INC			12,771.00
09794	WOLVERINE FREIGHTLINER		
	431619	REPAIR PARTS	184.35
	431650	REPAIR PARTS	121.10
	432311	REPAIR PARTS	280.73
TOTAL FOR: WOLVERINE FREIGHTLINER			586.18
11483	CHRISTINA & ERIK WOODS		
	722514352004	SIDEWALK OVERPAY	29.47
TOTAL FOR: CHRISTINA & ERIK WOODS			29.47
05315	WORRY FREE INC		
	16-90432	DDA:GROUNDS MAINTENANCE	5,600.00
	16-90466	DDA: LAWN CUTS	365.00
	16-90497	LAWN CUTS	625.00
	16-90499	GROUNDS MAINTENANCE	5,600.00
TOTAL FOR: WORRY FREE INC			12,190.00
10536	YOUNG REMBRANDTS		
	751	CARTOON DRAWING	281.40
TOTAL FOR: YOUNG REMBRANDTS			281.40
01469	ZEP SALES AND SERVICES		
	9002137691	FIRE/SUPER CLEANER	215.34
TOTAL FOR: ZEP SALES AND SERVICES			215.34
12726	ZUPPKE LAW		
	84573	DEQUAN WHITE	150.00
TOTAL FOR: ZUPPKE LAW			150.00
TOTAL - ALL VENDORS			1,092,578.85

Declaration and Disposal of Surplus Property

April 28, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

Please find below, city property that the administration is requesting to be declared as surplus to allow for disposal. This property was damaged during the water event that occurred in the city attorney's office at city hall on March 8, 2016 and has been determined to be unsalvageable. It is all constructed of veneer covered particle board which swelled and crumbled following exposure to water. It is an insured loss.

- Six desks
- Four 36" two drawer lateral file
- Four bookcases
- One lateral file credenza
- One storage door credenza
- Five 48" file cabinets

The items above are no longer of use to the administration and/or will be replaced.

If the city commission is in agreement, the following resolution is recommended for approval:

Be it resolved, the city commission declares the above property surplus and authorizes the disposal of those items.

Respectfully submitted,
Julie Rudd
Director of Finance

Approved,



Donald E. Johnson
City Manager

**Michigan Department of Transportation (MDOT)
Construction Funding Agreement
South Main Street Resurfacing Project**

May 1, 2015

The Honorable Mayor Ellison and
Members of the City Commission:

The Michigan Department of Transportation (MDOT) has completed the construction funding agreements for financing the S. Main Street resurfacing project. The project includes resurfacing S. Main Street with asphalt from 10 Mile Road to W. Lincoln Ave., as well as removal and replacement of concrete curbing, new ADA compliant handicap ramps, signal upgrades at Harrison and Parent intersections, decorative concrete sidewalk, trees, decorative street light installation and road striping. The improvements will be funded with federal "Surface Transportation Program" (STP) funds. The STP funds will pay for 81.85% of the participating project costs up to a maximum amount of \$787,500. The funding breakdown for the project is as follows:

<u>S. Main Street Resurfacing</u> W. Lincoln Ave. to 11 Mile Road	
Federal Funds (grant)	\$ 787,500.00
City of Royal Oak (Major Street Fund)	\$ 601,200.00
Special Assessment for Streetscape	\$ 685,000.00
Total	\$ 2,073,700.00

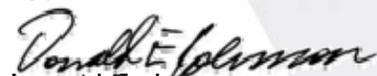
The construction funding agreement has been reviewed by the city attorney and approved as to form. A copy of the agreement is attached as Attachment 1.

The following resolution is recommended for approval:

Be it resolved, the commission authorizes the mayor and city clerk to execute the construction funding agreement with the Michigan Department of Transportation for the federally funded S. Main Street resurfacing project, and directs staff to issue a purchase order in the amount of the bid price.

Respectfully submitted,
Matthew J. Callahan, P.E.
City Engineer

Approved,



Donald E. Johnson
City Manager

1 Attachment



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

April 20, 2016

Ms. Melanie Halas, City Clerk
City of Royal Oak
1st Floor City Hall
211 South Williams Street
Royal Oak, Michigan 48067

RECEIVED
APR 26 2016
Engineering Department

Dear Ms. Halas:

RE: Contract Number: 16-5205
Control Section: STU 63459
Job Number: 129597A

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) 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) 373-4161.
4. Return the original and copy of the signed contract with two (2) certified resolutions to:

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

In order 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

Attachment 1

STP

DA

Control Section	STU 63459
Job Number	129597A
Project	STP 1663(039)
Federal Item No.	HK 0947
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	16-5205

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 ROYAL OAK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Royal Oak, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 22, 2016, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along South Main Street from 10 Mile Road northerly to Lincoln Avenue; including drainage improvement, pavement repair, concrete curb and gutter, ramps, and traffic signal upgrade work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Parking, decorative sidewalk and lighting, bio-retention cell, and tree grates installation work; 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:

SURFACE TRANSPORTATION 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 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, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

Attachment 1

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 Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$787,500, 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.

6. No working capital deposit will 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 an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding for the PART A portion of the PROJECT is calculated by using the federal funding for the PART A portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART A portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

Attachment 1

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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 adhered 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

Attachment 1

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 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.

Attachment 1

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 responsive 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.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

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.

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- 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.

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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 ROYAL OAK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDS
4/19/16

APPROVED BY:
Scott Stearns
Co-Administrator
Real Estate
4/19/16
Date

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March 22, 2016

EXHIBIT I

CONTROL SECTION	STU 63459
JOB NUMBER	129597A
PROJECT	STP 1663(039)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,338,400	\$735,300	\$2,073,700

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,338,400	\$735,300	\$2,073,700
Less Federal Funds*	\$ 787,500	\$ -0-	\$ 787,500
BALANCE (REQUESTING PARTY'S SHARE)	\$ 550,900	\$735,300	\$1,286,200

*Federal Funds for the PART A and PART B portions 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

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- 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.

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- 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.

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- 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

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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.

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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

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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.

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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.

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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.

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- 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.

Attachment 1

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

Attachment 1

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.

Attachment 1

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.

**Approval of Change of Location
Precincts 7 and 24**

May 2, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

This morning I was able to meet with the election commission members to approve moving Precincts 7 and 24 from Oakland Technical Center to Woodside Bible Church, which is located at 2915 Normandy. This new location will have more parking and more space for the two precincts. I would like to move the precincts now so that voters will be able to start voting there for the August 2 election.

The following resolution is recommended for approval:

Be it resolved, the city commission approves relocating Precincts 7 and 24 from Oakland Technical Center to Woodside Bible Church; and

Be it further resolved, the city commission authorizes the city clerk to send out new voter identification cards notifying voters of the new precinct location change.

Respectfully submitted,
Melanie Halas
City Clerk

Approved,



Donald E. Johnson
City Manager



Request to Fill Vacancy of Municipal Clerk III

April 26, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

Due to the pending retirement of one our municipal clerks at the end of June, we request the city commission approve the hiring of a replacement municipal clerk III for the Department of Public Service. Commission policy requires that vacancies may not be filled without permission of the city commission. We am requesting authority to fill this vacancy.

The following resolution is recommended for approval:

Be it resolved, the city commission authorizes the filling of one municipal clerk III position.

Respectfully submitted,
Greg Russel
Director of the Departments of
Public Services and Recreation

Approved,

A handwritten signature in black ink that reads "Donald E. Johnson".

Donald E. Johnson

City Manager

**Approval of Service Agreement
Health Decisions Inc. for Dependent Eligibility Audit**

April 26, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

The human resources department conducted an internal dependent eligibility audit for the city's health care plans in 2010. The dependents of every retiree and active employee with city sponsored health insurance were verified. This resulted in the voluntary removal of 17 dependents from the city's health plan.

At this time, the city wishes to enter into an agreement with Health Decisions, Inc. to conduct a dependent eligibility audit of our health, dental and vision plans, as well as opt out option, to ensure eligibility of claimed dependents.

Attached is the service agreement with Health Decisions, Inc. to conduct a dependent eligibility audit (Attachment 1).

The following resolutions are recommended for approval:

Be it resolved, the city commission hereby approves the service agreement with Health Decisions, Inc. for a dependent eligibility audit and purchase order in the amount of \$15,000, and

Be it further resolved, the mayor and city clerk are authorized to execute the agreement on behalf of the city.

Respectfully submitted,
Mary Jo DiPaolo
Human Resources Director

Approved,



Donald E. Johnson
City Manager

1 Attachment



SERVICE AGREEMENT FOR:

Dependent Eligibility Audit



To:



Royal Oak

Life Now Playing

April 26, 2016



Service Agreement for Dependent Eligibility Audit

To:



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I. AUDIT SCOPE AND APPROACH

Audit Scope

According to Cornerstone Municipal Advisory Group, the City of Royal Oak has 753 active employees and retirees covered on their health plan. There are a reported 467 employees and retirees with spouses and/or dependents. The proposed project will be performed for the 467 City employees and retirees with spouses and dependents either enrolled in any of the City's health plans, or opted out of the plans. The audit process involves several direct, two-way pre-populated correspondences with plan participants, combined with Call Center support, to identify ineligible plan participants.

The audit will provide newly obtained information about ineligible participants; along with address changes and dependent status changes necessary to update the company's benefit recordkeeping system and their health plan administrator's membership system.

Dedicated Project Manager

Health Decisions provides an experienced project team that ensures smooth implementation of our clients' DEA projects. This team is led by our Audit Practice Leader, who will be assigned to this project and lead the Call Center support staff, which is made up of dedicated professionals. The Project Manager also acts as a liaison to the client, leads the weekly status calls, and prepares the Final Report.

Step One: Project Planning

Audit activity begins with a web-hosted Launch Meeting with the City of Royal Oak and Cornerstone representatives to discuss audit steps, review respective roles and responsibilities, and confirm audit purpose and scope. The following will be discussed:

- Audit process and logistics;
- Audit timetable including the schedule for the mailings;
- Pre-audit communications from client to employees and retirees (including amnesty offer);
- Health plan eligibility rules;
- Data security protocols;
- Call Center plan (inbound and outbound);
- Review of Best Practices for dependent documentation;



Attachment 1

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK



- Review sample DEA Verification Form;
- Discuss the need for Spanish translation (if appropriate);
- Expected consequences for employees and retirees' failure to comply with the audit (i.e., when dependent coverage will be terminated); and
- Employer's plan for disposition communications.

Dependent Verification Form Customization

Health Decisions will guide the client through a process to design the DEA Verification Form to be used in the DEA. Our larger 11" by 17" Verification Form, which is fully customizable, will be the starting point, and client logo will be included. This DEA Verification Form generally contains:

- Cover letter from the employer;
- Pre-populated listing of all members enrolled in the plan for that employee;
- Chart of dependent eligibility rules and documentation requirements.
- Based on the assumption of one piece of documentation per dependent, client will decide on acceptable documentation to substantiate dependent eligibility. Spouse: first page of the IRS 1040 form or marriage certificate. Dependents: birth certificate, first page of IRS 1040 form, or divorce decree denoting financial responsibility. Health Decisions will make recommendations based on our audit experience, but the client will make final decisions; and
- Attestation statement requiring a signature.

Included in the audit at no additional charge, the form can be designed to collect Other Insurance Information that can be provided to the client's claims administrator for use in coordination of benefits. Health Decisions clients utilize this option because of the value the new information can have on plan design and future claim avoidance.





Step Two: Data Acquisition

- The City of Royal Oak or its benefit record-keeper supplies a single Excel file of spouse and dependent eligibility records for employees and retirees (used to populate the verification forms).
- Health Decisions' data intake and IT professionals manage all data file intake, programming, data translation, and troubleshooting.
- Health Decisions pre-populates test forms with live data for client signoff prior to the release to employees and retirees.
- Health Decisions creates the Master Eligibility File used to track and verify eligibility information received in the audit and track calls received by the Call Center.
- Under the terms of the Health Insurance Portability and Accountability Act (HIPAA), Health Decisions will function as a Business Associate to the City of Royal Oak, and a Business Associate Agreement will be executed between the parties.

Document Security and HIPAA Compliance

Health Decisions, Inc. is fully HITECH and HIPAA compliant. Our company is regulated by the HIPAA Privacy and Security rules as a Business Associate and all employees fully understand the sensitive nature of the information associated with each project. As a result, all employees are fully trained in the rules. Any and all files containing sensitive documentation are kept in a separate, HIPAA-secure environment, which is locked and only accessible to those employees working on the project.

Step Three: Audit Execution and Communications

Mailings

- An initial mailing is prepared for the reported **467** City employees and retirees with spouses and/or dependents. Dependent Verification Forms will be mailed requesting documentation verifying that the dependent(s) meet the plan's eligibility requirements.
- Participants review and verify the enrollment information for their family members, denote any changes in information, and send the form with all requested supporting documentation to Health Decisions via a postage-paid business reply envelope provided by Health Decisions and included with the form.



Attachment 1



DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

- Alternatively, participants can submit their forms and documentation via fax or secure web upload.
- Health Decisions sends one additional pre-populated follow-up mailing with DEA Verification Form to individuals who did not submit a response, reminding them of their need to comply with the audit.
- Health Decisions will send a Final Customized Status (Incomplete or Non-response) Letter to subscribers who still did not submit a response, or did not submit complete information, in which case the letter will indicate what is still missing.
- At the end of the audit, after the final mailing's due date, Health Decisions will send a Verification Postcard to each employee who has responded, confirming their compliance with the audit.
- Health Decisions manages any undeliverable forms returned by the post office, and works with the employer to acquire a correct address. Forms will be resent to these individuals.

Call Center Inbound and Enhanced Outbound Communications

All calls made to the Health Decisions Call Center are directly answered by experienced staff members, who answer employee questions on audit process, timing, verification forms, and documentation requested. Employees and retirees can also use the toll-free number to ask confidential questions about their specific situations, aiding faster return of forms.

Unlike many vendors that utilize automated “Robo” calls to audit participants, Health Decisions staff will make multiple personal outbound calls to employees and retirees that have incomplete responses. Employees and retirees that do not respond to outbound calls will be reported to the client. All calls are documented via a call log that can be viewed by specific call or the call history for a specific enrollee. The Call Center is capable of taking calls from Spanish-speaking (and other foreign language-speaking) callers.

Multilingual Call Center

Health Decisions Dependent Eligibility Audit clients include several with foreign language-speaking employee populations. Our in-house Call Center representatives handle calls in Spanish, and other calls are translated through utilization of Language Line services that provide live translation.





Document Review and Verification

DEA Verification Forms are sent to Health Decisions via mail, fax, or secure web upload. Upon receipt, Health Decisions' staff will:

- Examine all forms and documentation received against the client's specific required documentation;
- Enter any additional information into the Master Eligibility File; and
- Digitally image all documentation and enter new information into the Master Eligibility File; and
- Record the DEA Verification Form disposition: i.e. missing, incomplete, erroneous documentation, or complete and 100% verified.

Any and all files containing sensitive documentation are kept in a separate, HIPAA-secure environment, which is locked and only accessible to those employees working on the project. Electronic images are stored on a secure server in a locked room that is only accessible to key employees.

Upon completion of the audit and delivery of the Final Report, Health Decisions will return all forms and documentation to the client, if requested. Alternatively, Health Decisions can have all documentation securely destroyed.

Eligibility Data Improvements and Updates

At no additional cost, Health Decisions adds further value to the audit by allowing employees and retirees to correct their demographic information. The DEA Verification Form will be pre-populated with enrollment information for employees and retirees and all dependents. The form has room for employees and retirees to correct information and add missing information, which adds value to the audit. Based on our prior audits, approximately 28% of employees submit corrections on their DEA Verification Form.

Employees and retirees will be able to correct or provide the demographic information, including:

- Full name;
- Social Security Number (if included);
- Birth date;
- Address; and
- Phone Number.



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DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK



All corrections and new information will be entered into the Master Eligibility File. At project completion, this information will be compiled on a data CD. The City of Royal Oak can update their internal records as well as provide the corrections to their payer.

30-Day Grace Period

Health Decisions recognizes the importance of achieving the highest response rate possible. To that end, we include an unpublished Grace Period at no additional charge during which we accept and process late responses. All audit activity ends one month after the due date of the final mailing.

Client Communications: Weekly Status Reports and Bi-Weekly Status Calls

Health Decisions will provide the City of Royal Oak with written status reports weekly throughout the audit. This report will provide an audit status overview and statistics on current responses. Each week, the client will also receive a list of ineligible dependents to be removed from the plan.

Health Decisions will also hold a bi-weekly conference call to discuss audit progress, along with any issues that may arise.

Reporting of Audit Results

Health Decisions provides clients with ongoing reports of audit status on a weekly basis as well as a Final Report of Audit Findings.

The types of reports provided during the audit include:

- Quality Control Memorandum to confirm the counts of eligibility data received.
- Weekly Update Report: Project statistics and results, including: number of letters mailed; number of responses; number of verified complete responses; number of incomplete responses; number of non-responses; and number of returned forms due to bad addresses.
- Call Center Statistics: including reason for call, and resolution.
- Final Report: Final report detailing audit process and results including all the information listed above, and project Return on Investment. The approximately 20-page report and electronic files of results will be delivered within three weeks of the end of final project activity, as well as presented at a web-hosted meeting.



Attachment 1

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK



- Excel workbook: Multiple worksheets detailing data updates/changes, including members to be deleted, members to be added, and members still missing documentation.
- Data CD: with scanned images of all documentation received by each respondent.





II. PROJECT TIMING AND FEES

Timing

The Dependent Eligibility Audit spans a three to four month time period, but the actual timeframe will be developed with the City of Royal Oak to best meet their requirements. The key steps by month usually proceed as follows:

- Month 1: Project planning, customization, data acquisition, approval of cover letter and verification form;
- Months 2-3: Audit Execution: mailings, Call Center, weekly status calls, response reporting; and
- Months 3-4: Mailing follow-up, weekly status calls, Grace Period, final determination on responses, and delivery of Final Report to client.

At the end of the audit, all audit activity (processing forms and documents and Call Center operations) will conclude one month from the final mailing's due date.

Fees

The fee for the Dependent Eligibility Audit is **\$ 14,990.70** (fourteen thousand, nine hundred ninety dollars and seventy cents), billed at **\$32.10 per employee/retiree with dependents**. This is an all-inclusive fee including all postage and printing costs.

Health Decisions will be paid according to its standard payment schedule:

- One third due at the time of project commencement, defined as the Project Launch Meeting;
- One third due at the time of the first mailing; and
- One third due on the date of the final mailing.

The City of Royal Oak will pay all invoices within 30 days of invoice receipt. Health Decisions has included specific contract terms and assumptions in Exhibit A.





III. PERFORMANCE GUARANTEES

Health Decisions offers the City of Royal Oak the following performance guarantees:

- **Successful Employee Response Rate** – Health Decisions’ exceptional level of service is evidenced in our ability to help clients achieve high rates of employee response, averaging 98% over the past five years. Health Decisions guarantees at least a 90% employee response rate for the City. If this performance standard is not met, Health Decisions will refund to the City 5% of the audit fee (net of postage and printing costs).
- **Timely and Accurate Management of Forms and Documents** – Health Decisions guarantees the timely and accurate management of all Dependent Verification Forms and documentation. All forms will be processed within 5 business days, and processed with an error rate of less than 2%. If either of these performance standards is not met, Health Decisions will refund the City 5% of the audit fee (net of postage and printing costs).
- **Strong Call Center Performance** – On average, the Health Decisions Call Center will communicate with 35% of employees with dependents. Therefore, an effective Call Center is a key contributor to a successful audit. Every call to the Call Center is answered in less than five (5) rings. If the Call Center call response for this project averages more than five rings, Health Decisions will refund to the City 5% of the audit fee (net of postage and printing costs).





IV. GENERAL PROVISIONS

Health Decisions will function in a staff capacity working under the direction of the City of Royal Oak, who will approve the audit scope in advance and determine all follow-up activities resulting from the audit findings. Health Decisions will not exercise independent decision-making or in any way assume fiduciary responsibilities over the benefit plan activities it reviews.

Under the terms of the Health Insurance Portability and Accountability Act (HIPAA), Health Decisions will function as a Business Associate to the City of Royal Oak. A Business Associate agreement will be executed between the organizations, and is incorporated into this document as Exhibit B.

The laws of the State of Michigan will govern any questions regarding this agreement. This agreement may be terminated by either party upon sixty (60) day written notice by certified letter.

V. AUTHORIZATION

Approved: _____
**Signature and Title of Person Authorized to Act on Contract for
The City of Royal Oak**

Date: _____

Approved: _____
**City Clerk
The City of Royal Oak**

Date: _____

Approved: _____
**Si Nahra, President
Health Decisions, Inc.**

Date: _____

Prop 1443 contract revised





Exhibit A: Project Terms and Assumptions

The quoted fee is based on the following assumptions:

1. Client will announce the audit in advance to employees and retirees;
2. Customization of verification forms will be limited to Health Decisions' template, including logo/branding and client eligibility rules;
3. Submitted audit documentation will be limited to one document per family member. If client desires more than one document per family member, additional postage and handling fees may apply and will be quoted prior to initial mailing;
4. The City of Royal Oak will make all final decisions regarding verification documentation requirements and audit project timing;
5. Once documentation requirements have been communicated to employees and retirees, they can not be modified;
6. The City of Royal Oak or its benefit record keeper will provide a single Excel file of health plan eligibility. If more than one data file is required, additional file processing fees of \$500 per file will apply;
7. Initial mailing will be sent to the reported 467 employees and retirees with spouses and dependents either enrolled in any of the City's health plans, or opted out of the plans.
8. Two follow-up mailings will be sent to non-respondents unless otherwise directed by the City of Royal Oak;
9. A postage-paid business reply mail (BRM) envelope will be provided with the first mailing only;
10. The City of Royal Oak will supply number ten business envelopes, with the City's logo, to use for the Status Letter mailings;
11. The client will inform Health Decisions if they are performing other enrollment-related employee surveys (i.e., Social Security Number canvassing) during the period of the audit;
12. An affirmative answer to the Other Insurance information capture questions is not required to classify a response as complete and verified;
13. The client will inform Health Decisions in advance of all planned communications with employees and retirees regarding the DEA, in order to prepare Health Decisions staff for questions that may arise;
14. The Call Center hours will be during regular business hours, 9:00 am to 5:00 pm EST, Monday through Friday, with extended hours two days per week.
15. There will be one point of contact at the City to answer questions and coordinate issues;
16. Audit reporting will be provided in Health Decisions' standard report format. If customized report formats are requested, additional charges may apply;



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DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK



17. Charges for out-of-scope work (if applicable) will be approved by the City in advance;
18. Audit timing may vary from the established audit timeline but will not extend beyond one month from the final mailing due date. Should the client elect to extend the audit response period beyond the audit conclusion date, any additional time required of Health Decisions will be billed based on time and materials at Health Decisions' standard rates, quoted in advance of work performed;
19. Should the client elect to extend the mailing timeline, the second audit fee payment is due 90 days after project commencement;
20. Fee quoted is net of commissions; and
21. There are no unforeseen issues or delays.





Exhibit B: Business Associate Agreement

This Business Associate Agreement (“Agreement”) by and between **Health Decisions, Inc.** (“Business Associate”) and **City of Royal Oak** (“Plan Sponsor”), for and on behalf of Plan Sponsor’s health plan (“Covered Entity”) for which Business Associate provides services and the Covered Entity’s Administrator (“Plan Administrator”), is effective as of _____, 201_ (the “Agreement Effective Date”).

RECITALS

WHEREAS, the parties have entered into a separate services agreement (referred to herein as the “Services Agreement”) setting forth the duties and responsibilities of the parties relating to the services provided by Business Associate for Covered Entity;

WHEREAS, the parties wish to disclose certain information to each other pursuant to the terms of this Agreement and the Services Agreement, some of which may constitute Protected Health Information (defined below), and wish to enter into a business associate agreement that meets the requirements of current law concerning the handling and disclosure of individual health information;

WHEREAS, Covered Entity and Business Associate intend to (i) protect the privacy and provide for the security of Protected Health Information disclosed pursuant to this Agreement and the Services Agreement and (ii) comply with applicable transaction and code requirements set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as most recently amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”) (collectively “HIPAA”) and other applicable federal and state laws; and

WHEREAS, the parties acknowledge that certain federal or state laws may take precedence over HIPAA and agree that this Agreement, the operational requirements hereunder, and the Services Agreement shall be interpreted to enable the parties to comply with HIPAA, the Privacy Rule (defined below) and other applicable federal or state law.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the Services Agreement, the parties agree as follows:

1. Definitions. In addition to the definitions located elsewhere in the Services Agreement, the following shall apply to this Agreement. Except as otherwise stated herein, the defined terms used in this Agreement shall have the meanings given to them under HIPAA and Regulations thereunder, including amendments thereto.
 - a. “Agent” shall mean an agent of the Business Associate other than a Subcontractor.



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DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

b. “Breach” shall mean the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under Subpart E of 45 C.F.R. Part 164 that compromises the security or privacy of such Protected Health Information (within the meaning of 45 C.F.R. Section 164.402).

c. “Designated Record Set” or “DRS” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

d. “Electronic Protected Health Information” shall mean the information identified in subsections (i) and (ii) of the definition of “protected health information” contained in 45 C.F.R. Section 160.103 of the Privacy Rule.

e. “HIPAA Omnibus Rule” shall mean the “Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act” published at 78 Federal Register 5566 (January 25, 2013).

f. “HHS Transaction Standards Regulation” shall mean 45 C.F.R. Sections 160 and 162.

g. “Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

h. “Information” shall mean any “health information” as defined in 45 C.F.R. Section 160.103.

i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

j. “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103, including such information created or received by Business Associate from or on behalf of Covered Entity.

k. “Required by Law” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.

l. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or designee.

m. “Security Incident” shall mean, as provided in 45 C.F.R. Section 164.304, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information created, received, maintained or





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transmitted on behalf of the Covered Entity, or any successful interference with system operations in an information system related to such Electronic Protected Health Information.

n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162 and 164.

o. “Subcontractor” shall have the same meaning giving to it in 45 C.F.R. Section 160.103.

p. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology as provided in 45 C.F.R. Section 164.402.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may: (a) use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement between the parties and in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by a Covered Entity; (b) use PHI to carry out the legal responsibilities of Business Associate; (c) conduct any other use or disclosure permitted or required by HIPAA or applicable federal or state law; and (d) use PHI for the proper management and administration of Business Associate. Notwithstanding the above, Business Associate shall not use and/or disclose PHI that is genetic information for underwriting purposes in accordance with 45 C.F.R. Section 164.502(a)(5). Business Associate shall use and disclose the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure in accordance with 42 U.S.C. § 17935(b).

3. Obligations of Business Associate.

a. Appropriate Safeguards. Business Associate shall use appropriate physical, technical, and administrative safeguards (i) to prevent use or disclosure of PHI other than as permitted under this Agreement or Required by Law and (ii) to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

b. Reporting of Improper Use or Disclosure. Business Associate shall promptly report in writing to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement upon becoming aware of such use or disclosure and (ii) any Security Incidents, as described in 45 C.F.R. Section 164.314(a)(2)(i)(C), upon becoming aware of such Security Incident. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (i) any use or disclosure of PHI by Business Associate or its agents or subcontractors in





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violation of the requirements of HIPAA or this Agreement or (ii) any Security Incidents of Business Associate or its agents or subcontractors.

c. Reporting of a Breach. Business Associate shall promptly notify the Covered Entity in writing of a Breach, but in no case later than ten (10) business days following discovery of a Breach. This notification will include, to the extent known:

- (i) the names of the individuals whose PHI was involved in the Breach;
- (ii) the circumstances surrounding the Breach;
- (iii) the date of the Breach and the date of its discovery;
- (iv) the information Breached;
- (v) any steps the impacted individuals should take to protect themselves;
- (vi) the steps Business Associate is taking to investigate the Breach, mitigate losses, and protect against future Breaches;
- (vii) a contact person who can provide additional information about the Breach; and
- (viii) other such information including a written report and risk assessment under 45 CFR § 164.402 as Plan Sponsor may reasonably request.

Business Associate will promptly investigate any Breaches, assess their impact under all applicable state and federal law, and promptly make a recommendation to Covered Entity as to whether notification is required pursuant to 45 C.F.R. Sections 164.404-408 and/or applicable state breach notification laws. Subject to the Covered Entity's prior approval, Business Associate will issue notices to such Individuals, state and federal agencies, including the Department of Health and Human Services, and/or the media as the Covered Entity is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. Sections 164.404-408). Business Associate will pay the costs of issuing notices required by law and all other remediation and mitigation that is necessary or appropriate to address the Breach. Business Associate shall provide the Covered Entity with information necessary for the Covered Entity to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by C.F.R. Section 164.408(c). To the extent provided under 45 C.F.R. Section 164.410(a)(2), a Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate.





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d. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any Agent or Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate, agrees in a written Business Associate Agreement to at least the same restrictions, conditions and requirements that apply through this Agreement to Business Associate for such PHI.

e. Access to PHI. Business Associate shall provide access to an Individual, at the request of the Individual or the Covered Entity, to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.524 or as Required by Law. Any denial of access to such PHI determined by Business Associate shall be the sole responsibility of Business Associate, including, but not limited to, resolution or reporting of all appeals and/or complaints arising therefrom. Business Associate shall promptly report all such requests and their resolution to Covered Entity as mutually agreed by the Parties. Business Associate shall promptly notify the Covered Entity of any request made to the Business Associate that extends to PHI not contained in a Designated Record Set maintained by Business Associate.

f. Amendment of PHI. Business Associate shall make a determination on any authorized request by an Individual for amendment(s) to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.526 or as Required by Law. Any denial of such a request for amendment of PHI determined by Business Associate shall be the responsibility of Business Associate, including, but not limited to, resolution and/or reporting of all appeals and/or complaints arising therefrom in the time and manner required under 45 C.F.R. Section 164.526. Business Associate shall report all approved amendments or statements of disagreement/rebuttals in accordance with 45 C.F.R. Section 164.526. Business Associate also shall promptly report all such requests and their resolution to Covered Entity.

g. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. At a minimum, such documentation shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. Business Associate shall retain such documentation for such period as is set forth in the Privacy Rule or other applicable laws.

h. Accounting of Disclosures. Business Associate agrees to provide to an Individual or the Covered Entity, in the time and manner required of a Covered Entity, with information collected in accordance with Section 3(g) of this Agreement in response to a request by an Individual for an accounting of disclosures of PHI (including, but not limited to, PHI contained within an "electronic health record" as defined in HITECH Section 13400(5)) in accordance with 45 C.F.R. Section 164.528 (as amended by HITECH). Beginning on the date required under HITECH (or such later date as may be established in HHS regulations or other





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guidance), should an Individual make a request for an accounting of disclosures related to electronic health records (or Covered Entity requests that Business Associate respond to such a request), Business Associate shall comply with a request for an accounting of disclosures made for treatment, payment, or health care operations purposes in accordance with HITECH Section 13405(c) and any HHS regulations or other guidance thereunder. Business Associate shall promptly report all such requests by an Individual and their resolution to Covered Entity.

i. Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, upon reasonable request by Covered Entity, or to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule or other requirements of HIPAA. Business Associate is required to:

- (i) notify the Covered Entity of any request by the Department of Health and Human Services for information relating to PHI of the Covered Entity; and
- (ii) provide to the Covered Entity, a copy of information relating to the Covered Entity that Business Associate provided to the Department.

j. HHS Transaction Standards Regulation. If Business Associate conducts, in whole or part, standard transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any Agent or Subcontractor involved with the conduct of such standard transactions to comply, with the HHS Transaction Standards Regulation.

k. Compliance with Security Rules. Business Associate shall:

(i) use appropriate physical, technical and administrative safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity;

(ii) report to Covered Entity any Security Incident of which Business Associate becomes aware, upon becoming aware of such Security Incident;

(iii) ensure that any Agent or Subcontractor to whom it provides Electronic Protected Health Information received from, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity agrees to at least the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information;

(iv) enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule; and





DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

(v) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident relating to Business Associate or any Agent or Subcontractor.

1. HIPAA Omnibus Rule Compliance. Business Associate shall:

(i) not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or Electronic Protected Health Information, except as permitted by 45 C.F.R. Sections 164.506(a) and 164.508(a)(4);

(ii) comply with the marketing and other restrictions applicable to business associates contained in 45 C.F.R. Sections 164.506(a) and 164.508(a)(3);

(iii) fully comply with the applicable requirements of 45 C.F.R. Section 164.502 for each use or disclosure of PHI;

(iv) fully comply with 45 C.F.R. Sections 164.306 (security standards), 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements);

(v) to the extent required under HHS regulations or other guidance, comply with the additional privacy and security requirements enacted in the HIPAA Omnibus Rule that apply to business associates in the same manner and to the same extent as Covered Entity is required to do so; and

(vi) Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with HIPAA rules, to the extent provided by the HITECH Act and HIPAA Rules.

m. Compliance with Subpart E of 45 CFR Part 164. To the extent Business Associate carries out Covered Entity's obligations under subpart E of 45 CFR Part 164, Business Associate will comply with requirements of subpart E that apply to the Covered Entity in performance of such obligation.

4. Obligations of Covered Entity

a. Delegation to Business Associate. As set forth in Sections 3(e), 3(f), 3(g) and 3(h) of this Agreement, Covered Entity hereby delegates to Business Associate the Covered Entity's responsibility to provide access, amendment, and accounting rights to Individuals with respect to PHI in any Designated Record Set maintained by, or in the possession of, Business Associate. It is understood that Business Associate will interact with the Individual directly, up to and including resolution of any appeals or reporting of complaints under HIPAA or applicable federal or state law. Further, Covered Entity hereby delegates to Business Associate the Covered Entity's obligations with respect to notice of Breaches of Unsecured Protected Health Information. In accordance with Section 3(c) of this Agreement, Business Associate shall notify affected Individuals, Covered Entity, the Secretary, and media (if Required by Law) of such Breach within





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sixty (60) calendar days after discovery. Such notice shall comply with the notification requirements set forth in Subpart D of 45 C.F.R. Part 164 (45 C.F.R. Section 164.400 et seq.).

b. Responsibility for Further Disclosures. Covered Entity shall be responsible for ensuring that any further disclosure by Covered Entity of PHI (including, but not limited to, disclosures to employers, plan sponsors, agents, vendors, and group health plans) complies with the requirements of HIPAA and applicable federal and state law.

c. Applicable Law. HIPAA requires the Covered Entity and the Business Associate to comply with the Privacy Rule and applicable state privacy laws, based upon application of the preemption principles set forth in 45 C.F.R. Sections 160.201 et seq..

d. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice. Business Associate shall not distribute its own notice to Individuals. Business Associate shall not be responsible for the content of Covered Entity's notice of privacy practices nor any error or omission in such notice.

e. Changes in Permission by Individual. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

f. Restrictions on PHI. Covered Entity shall notify Business Associate of any restriction upon the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522 (as amended by HITECH), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

g. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for Business Associate's use of PHI for its proper management and administration or to carry out its legal responsibilities under Section 2 of this Agreement.

h. Disclosure to Third Parties. Covered Entity may request that Business Associate disclose PHI directly to another party. Covered Entity agrees that all such disclosures requested by Covered Entity shall be for purposes of Covered Entity's treatment, payment or health care operations or otherwise permitted or required under HIPAA or other applicable law. Such disclosure may occur, only if

- (i) required by law, or
- (ii) Business Associate obtains reasonable assurances from such third parties or agents that PHI will be held by them confidentially and used or further disclosed only as required by law;





DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

- (iii) such third parties or agents agree to implement appropriate safeguards to protect the confidentiality, integrity, and availability of PHI, and
- (iv) such third parties or agents agree to notify Business Associate of an instance of which they are aware that the confidentiality of the information has been breached or that a security incident has occurred.

5. Use of Limited Data Sets. The parties agree, for purposes of complying with 45 C.F.R. Section 164.502(b)(1), to limit, to the extent practicable, any use, disclosure and requests of PHI to a “limited data set” (as defined in 45 C.F.R. Section 164.514(e)(2)) or, if needed by the Business Associate or Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request. This Section will cease to apply on the effective date of regulations issued by the Secretary in accordance with HITECH Section 13405(b)(2)(C). The parties shall comply with any such regulations promulgated by the Secretary as of their effective date.

6. Compliance Audits. Covered Entity shall have the right to audit Business Associate’s compliance with this Agreement. Upon request, Business Associate shall provide Covered Entity representatives reasonable access to Business Associate’s relevant records and other information during normal business hours at Business Associate’s place of business. Any such audits shall be conducted in accordance with the terms and conditions (if any) for Plan Sponsor audits set forth in the Services Agreement.

7. Indemnification. Business Associate will indemnify, defend, and hold Covered Entity and its Trustees, employees, agents and all affiliates harmless from any and all liability, damages, costs (including reasonable attorneys’ fees and costs) and expenses imposed upon or asserted against the non-indemnifying party arising out of any claims, demands, awards, settlements or judgments relating to the indemnifying party’s, or, as applicable, its director’s, officer’s, employee’s, contractor’s, business associate’s, trading partner’s, client employer’s, and/or Covered Entity sponsor’s use or disclosure of PHI contrary to the provisions of this Agreement or applicable law.

8. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Agreement Effective Date, and shall terminate when the Services Agreement terminates or as otherwise provided herein. Upon termination, all of the PHI provided by either party to the other, or created





DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

or received by Business Associate on behalf of Covered Entity, shall be handled in as provided in Section 8(c).

b. Termination for Cause. If either party breaches a material term of this Agreement, the non-breaching party shall provide a written notice of the breach and a reasonable opportunity to the other party to cure the breach or end the violation within a reasonable period of time specified in the notice. If the breach cannot be cured or is not cured within a reasonable period, this Agreement may be terminated immediately by the non-breaching party.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 8(c), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of Subcontractors or Agents of Business Associate.

(ii) The parties recognize that Business Associate and Business Associate's Subcontractors and Agents may be required to retain PHI to fulfill certain contractual or regulatory requirements, making return or destruction infeasible. If Business Associate needs to retain PHI to carry out its legal responsibilities, or for its own management or administration, Business Associate must notify Covered Entity of specific PHI it is retaining and reason for retention.

(iii) In addition, with respect to PHI that is retained after termination of this Agreement, Business Associate must:

- (A) return to Covered Entity, or it is agreed to by Covered Entity, destroy remaining PHI.
- (B) continue to use appropriate safeguards and comply with subpart (c) of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided in this section, for as long as Business Associate retains PHI;
- (C) not use or disclose PHI retained by Business Associate other than for purposes for which PHI has been retained; and
- (D) return to Covered Entity, or if agreed to by Covered Entity, destroy PHI that is retained by the Business Associate.

This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Further, Business Associate will require that any such subcontractor certify that it has returned or destroyed all such information that could be returned or destroyed. Business Associate will identify PHI, including PHI that was identified to subcontractors that cannot



Attachment 1



DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK

feasibly be returned or destroyed and explain why return or destruction is infeasible.

(iv) Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate's Subcontractors and Agents shall likewise be contracted to extend such protections to PHI in their possession.

(v) In no event shall this Section 8 affect any obligation of Business Associate to transfer Covered Entity's information and data to any successor services provider retained by Covered Entity or its successor under the Services Agreement or otherwise.

9. References. A reference in this Agreement to HIPAA means the law or regulation as in effect on the Agreement Effective Date or as subsequently amended, and for which compliance is required on the date of determination.

10. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is required for the parties to comply with the requirements of HIPAA. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, the Privacy Rules or the Security Rules or other regulations promulgated pursuant to HIPAA.

11. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

12. Survival. The respective rights and obligations of Business Associate under Sections 6, 7 and 8 of this Agreement shall survive the termination of this Agreement and the underlying Services Agreement.

13. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

14. Parties to Agreement. The Covered Entity and Plan Administrator agree that they are parties to the Services Agreement (for purposes of complying with HIPAA only) and to the extent not so identified in the Services Agreement, the Services Agreement is hereby amended accordingly.



Attachment 1

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE CITY OF ROYAL OAK



15. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person, other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

16. Assignment. This Agreement is not assignable by either party without the other party's written consent.

17. Effect on Services Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with the Agreement, all other terms of the Services Agreement shall remain in force and effect. This Agreement shall supersede and replace all prior business associate agreements between the parties.

18. No Agency Relationship. For purposes of this Agreement, Business Associate is not the agent of Covered Entity (as such term is defined under common law).

19. Interpretation. The provisions of this Agreement shall prevail over any provisions in the underlying Services Agreement or any operational activities under the Services Agreement, that conflict or are inconsistent with any provision in this Agreement. Any ambiguity in this Agreement, the Services Agreement or in operations shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with HIPAA or the applicable federal or state law.

20. Governing Law. This Agreement is governed by the laws of the State of Michigan, except to the extent preempted by Federal law.

21. Notices. All notices and communications required by this Agreement must be in writing.

[Signature page follows]



Attachment 1

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR
THE CITY OF ROYAL OAK



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date

City of Royal Oak

By: _____

Title: _____

City Clerk

By: _____

Title: _____

Health Decisions, Inc.

By: _____

Title: _____



**River Rouge Brewing Company, LLC:
Request to Amend Plan of Operation
Outdoor Seating**

May 2, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

River Rouge Brewing Company, L.L.C., is seeking to add outdoor seating to accommodate 18 patrons. The police department does not object to the request. Please see, the memorandum prepared by Lieutenant Michael Moore of the police department (Attachment 1).

Should the city commission desire to approve the police department's recommendation, the following resolution has been drafted for your consideration:

Be it resolved, the City of Royal Oak approves the request of River Rouge Brewing Company, LLC, to add outdoor seating for up to 18 patrons as proposed in the attached Plan of Operation.

Respectfully submitted,



Mark O. Liss
Interim City Attorney

1 Attachment



Royal Oak Police Department
221 E Third Street
Royal Oak, MI 48067
248.246.3521

To: Mr. Don Johnson, City Manager

From: Michael Moore, Lieutenant

CC: Corrigan O'Donohue, Chief of Police *CPO*

Date: 5/2/2016

Re: PLAN OF OPERATION CHANGE FOR RIVER ROUGE BREWING CO., LLC

River Rouge Brewing Company, LLC located at 406 E. Fourth Street, has requested to change their plan of operation. Specifically, they are requesting to add an outdoor service area.

The outdoor service area will be located directly adjacent to the east side of the business on private property and will provide seating for 18 patrons. There will also be three high top tables for additional standing room. Dimensions for the outdoor service area are 31 feet x 9.8 feet.

The outdoor service area will be operated in accordance to all city policies and procedures. Service will be by wait staff only. There will be no music or entertainment in the outdoor service area.

No changes will be made to the interior of the business.

Over the past year the police department has responded to two calls for service (business checks) at this establishment. Neither of these calls has been related to the sale of alcohol and no issues were reported. The police department does not anticipate this change to cause any significant strain to police resources and does not object to the requested change to the plan of operation.

If approved, applicants will need to comply with all planning, zoning and building requirements and restrictions.

Approval for this change in the plan of operation is subject to the approval or denial of the Royal Oak City Commission.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Moore".

Michael Moore, Lieutenant

Attachment 1

River Rouge Brewing Company
406 E. Fourth St

TOTAL CALLS FOR SERVICE – 1/1/2015 – 12/31/2015 = 2

<u>DATE</u>	<u>REPORT/D-CARD</u>	<u>COMPLAINT</u>	<u>SYNOPSIS</u>
05/25/2015	Business Walk	15-19365	Checks okay. No report.
06/08/2016	Business Walk	15-21253	Checks okay. No report.

Attachment 1

River Rouge Brewing Company
406 E. Fourth St

TOTAL CALLS FOR SERVICE – 1/1/2016 – 03/31/2016 = 0

DATE

REPORT/D-CARD

COMPLAINT

SYNOPSIS

**CITY OF ROYAL OAK
CLASS C LIQUOR LICENSE OR TAVERN LICENSED BUSINESS
PLAN OF OPERATION**

RIVER ROUGE BREWING COMPANY, LLC at 406 E. Fourth Street, Royal Oak, MI

I have received copies of the Royal Oak Liquor Control Ordinance No. 2001-06 §430-1 et seq. (the “Ordinance”), I understand its provisions, and River Rouge Brewing Company, LLC will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of the Ordinance.

I. **HOURS OF OPERATION:** At present, our planned hours of operation will be:

Sunday	12:00 PM – 9:00 PM
Tuesday- Thursday	04:00 PM – 10:00 PM
Friday	03:00 PM – 11:00 PM
Saturday	12:00 PM – 11:00 PM

Last call will be 30 minutes before closing and the service of alcoholic beverages will stop 20 minutes prior to closing.

II. **FORMAT:** The establishment is a nano-brewery specializing craft ale beer, cider, wine, and non-alcoholic beverages. The nano-brewery will primarily sell growlers for take away consumption of the premises. However, one (1) oz. samples of beer will be available during all times that the nano-brewery is open, and will be served free of charge pursuant to the rules and regulations of the Michigan Liquor Control Commission (“MLCC”) (i.e. pursuant to MCL 436.2027, no more than two (2) three (3) oz. samples of beer may be given to any one customer within a 24 hour period). The nano-brewery will also sell single glasses of beer and flights of beer (a/k/a “tasters”), which are further described on the nano-brewery’s sample menu provided herewith. The nano-brewery will “self distribute” the beer it manufactures to other licensed bar and retail businesses in the surrounding community pursuant to the rules and regulations of the MLCC (i.e. MCL 436.1203).

The nano-brewery is approximately 1,490 square feet, and seats 32 persons (24 seats between four community tables and 8 bar stools at the bar). It also includes one high top table to stand at. The occupancy of the nano-brewery is limited to 45 persons. Patrons that are not seated will stand at the bar, or the high-top standing tables that will be located inside the establishment. **In addition to the inside seating space there is a 300 square foot outside patio space that is directly connected to the brewery with three community picnic tables (seating for 18 people) and three high top tables for additional standing room.**

Low key background music piped or canned music (“Sound”) will be played at certain times inside the establishment, and will be restricted to a level which will not adversely impact neighboring and adjoining property owners. River Rouge Brewing Company will strictly comply with the City and the provisions of the City’s Sound Ordinance. River Rouge Brewing Company pledges its full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard. There is no dancing or entertainment at the nano-brewery, and there will no televisions inside the nano-brewery except for a special event projector and screen that will be used on very limited bases.

Attachment 1

It is agreed that we will not change the format or type of business described herein without written approval of the City Commission.

III. **CODE COMPLIANCE:** The premises currently fully complies with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.

A seasonal Outdoor Service Area is located on the privately owned area, on the east side of the business. There is seating for 18 patrons and three high top tables which allows for additional standing room. Patrons will be able to receive alcohol service in the Seasonal Outdoor Service Area. Last call will be consistent with last call procedures inside the business. The Seasonal Outdoor Service Area will operate in accordance with and consistent with all City policies, practices, and procedures regulating outdoor service, including, but not limited to:

- The Outdoor Service Area will not be permanently enclosed;
- The fence and/or other barricades or rail surrounding the Seasonal Outdoor Service Area should be anchored in accordance with the Uniform Engineering Anchoring System as promulgated by the Engineering Department of the City of Royal Oak;
- The manner in which the Seasonal Outdoor Service Area is enclosed shall be subject to prior approval and inspection by the Police and Engineering Department;
- The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission;
- Alcohol will be served by wait staff only and there will be no walk up bar service in the Outdoor Service Area;
- Operation of the Outdoor Service Area will be at the Operator's discretion;
- The Seasonal Outdoor Service Area will be clean and free of debris or trash. The Area shall be cleaned at the close of each business day;
- There will be no music played in the Seasonal Outdoor Service Area.

IV. **PLAN OF OPERATION:** It is acknowledged that under Ordinance No. 2001-06 §430-4, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. **ENTERTAINMENT:** No gaming devices or amusement (including but not limited to pool tables, dartboards, video games and pinball) shall be permitted.

VI. **SECURITY:** Security for the customers, building, and community is the first priority for the company, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level of security.

Attachment 1

- VII. **PARKING**: There is metered street parking around the nano-brewery as well as City parking structures close by where guest can park. Employees will be required to either walk/bike to work, or park in a nearby City parking garage.
- VIII. **ALCOHOL MANAGEMENT**: The establishment will strictly obey all rules and regulations promulgated by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be sold on the premises, other than what is made by the establishment.
2. All nano-brewery staff will pay attention and be alert to observable clues displayed by an intoxicated individual, such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All nano-brewery staff will be alert to potential problems at their respective areas of the nano-brewery.
4. All staff will be polite and courteous to the intoxicated individual(s) and will be knowledgeable as to when to request assistance from additional nano-brewery staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper identification. Signage will be posted at a noticeable place within the nano-brewery. Patrons must provide proper identification.
 - a. All Patrons under 21 years of age, service will be refused.
 - b. Check "state seal", vertical vs. horizontal format, and other markings on the identification card. Check for damage or alterations to identification card.
 - c. Do not return falsified identification cards.
6. If a patron shows signs of intoxication, staff is to refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management, if necessary.
7. If a patron is purchasing on behalf of someone else who appears less than 30 years old, nano-brewery staff is to request to see identification of recipient, or contact supervisory personal who will seek patron(s) out. Staff will refuse service to minors and will inform all parties involved that policy allows for ejection from premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - a. No sales to intoxicated persons.
 - b. No sales without proper identification.
 - c. Limited alcoholic choices of beer only.

Attachment 1

- d. When in doubt, do not serve, call a supervisor.
 9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
 10. Nano-brewery staff is to approach any person appearing to be impaired and leaving the event to determine if they are driving. If so, nano-brewery staff is to attempt to persuade them no to drive and request a non-impaired companion to drive. If unable, nano-brewery staff will refer patron(s) to bus or taxi service.
 11. Nano-brewery supervisory and management personnel will complete documentation of any alcohol-related incidents at the end of event. Information will be disseminated accordingly.
 12. Nano-brewery shall provide non-alcoholic beverages to all designated drivers either free or at reduced prices.
 13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue to participate in such program or a similarly recognized program approved by the Royal Oak Police Chief. TIPS/TAM certification cards for all employees shall be available for inspection by the Police Department 35 days after the date of hire.
- IX. **REFUSE DISPOSAL**: The establishment will dispose of refuse in enclosed dumpster(s), with locked lids. Pickup will be a minimum of 1 time per week. A water line with spigot will be provided to clean dumpster enclosure as necessary.
- X. **GENERAL**. Every effort will be made to maintain positive relationships with adjacent and nearby businesses, as well as cooperation with all City departments. Every effort will be made to solve any problems which may arise.
- XI. **EMERGENCY CONTACTS**: Edward Stencil (310) 498-7809
- XII. **REFERENCE TO VALET SERVICE**: No valet service will be used at the nano-brewery.

Date: March 30th, 2016

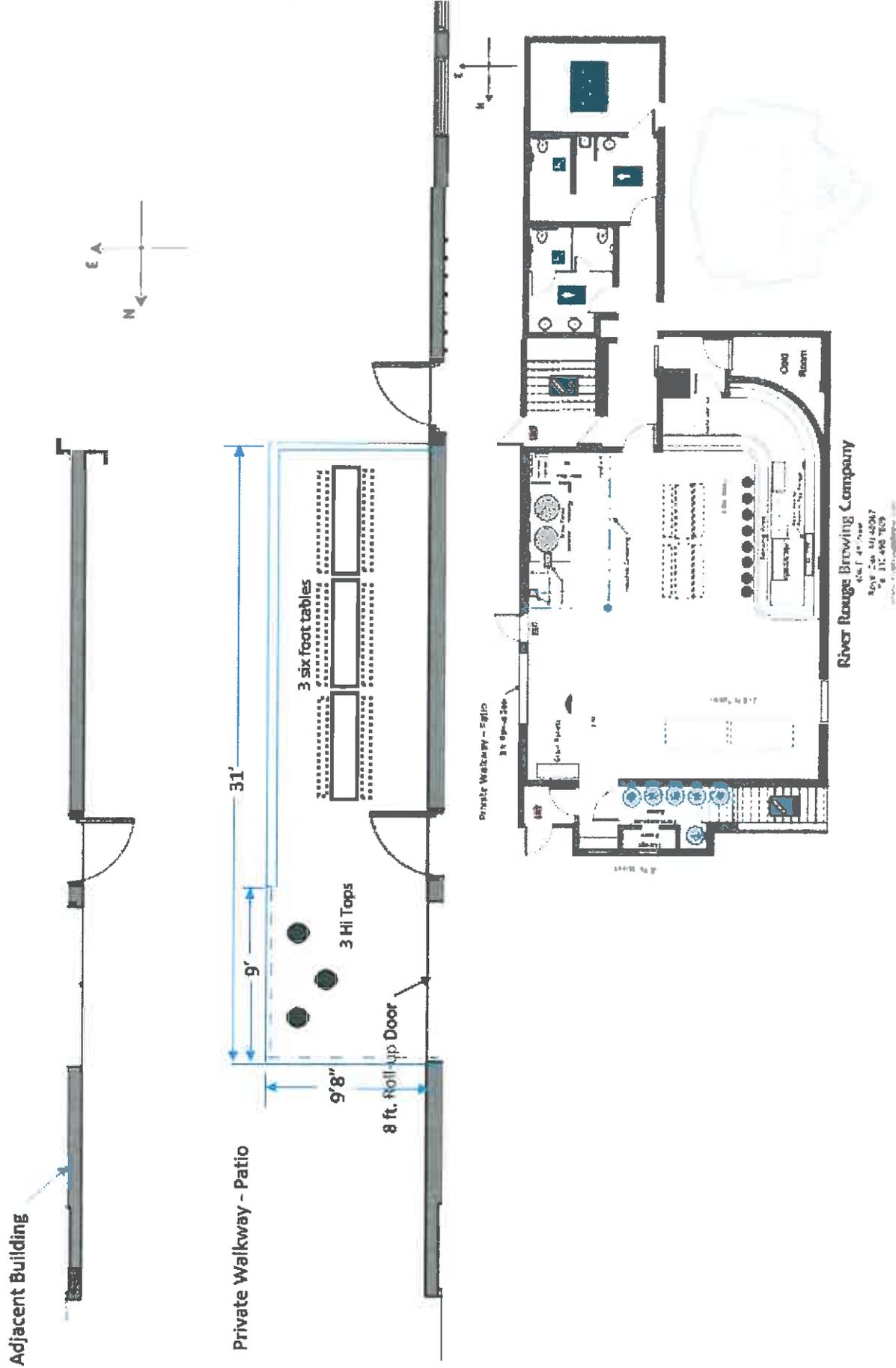
River Rouge Brewing Company, LLC

Edward P. Stencil, President

RIVER ROUGE BREWING COMPANY

3/22/2016

Patio Proposal (scale is approximate)



**CITY OF ROYAL OAK
CLASS C LIQUOR LICENSE OR TAVERN LICENSED BUSINESS
PLAN OF OPERATION**

RIVER ROUGE BREWING COMPANY, LLC at 406 E. Fourth Street, Royal Oak, MI

I have received copies of the Royal Oak Liquor Control Ordinance No. 2001-06 §430-1 et seq. (the “Ordinance”), I understand its provisions, and River Rouge Brewing Company, LLC will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of the Ordinance.

I. **HOURS OF OPERATION**: At present, our planned hours of operation will be:

Sunday	12:00 PM – 9:00 PM
Tuesday- Thursday	04:00 PM – 10:00 PM
Friday	03:00 PM – 11:00 PM
Saturday	12:00 PM – 11:00 PM

Last call will be 30 minutes before closing and the service of alcoholic beverages will stop 20 minutes prior to closing.

II. **FORMAT**: The establishment is a nano-brewery specializing craft ale beer, cider, wine, and non alcoholic beverages. The nano-brewery will primarily sell growlers for take away consumption of the premises. However, one (1) oz. samples of beer will be available during all times that the nano-brewery is open, and will be served free of charge pursuant to the rules and regulations of the Michigan Liquor Control Commission (“MLCC”) (i.e. pursuant to MCL 436.2027, no more than two (2) three (3) oz. samples of beer may be given to any one customer within a 24 hour period). The nano-brewery will also sell single glasses of beer and flights of beer (a/k/a “tasters”), which are further described on the nano-brewery’s sample menu provided herewith. The nano-brewery will “self distribute” the beer it manufactures to other licensed bar and retail businesses in the surrounding community pursuant to the rules and regulations of the MLCC (i.e. MCL 436.1203).

The nano-brewery is approximately 1,490 square feet, and seats 32 persons (24 seats between four community tables and 8 bar stools at the bar). It also includes one high top table to stand at. The occupancy of the nano-brewery is limited to 45 persons. Patrons that are not seated will stand at the bar, or the high-top standing tables that will be located inside the establishment.

Low key background music piped or canned music (“Sound”) will be played at certain times inside the establishment, and will be restricted to a level which will not adversely impact neighboring and adjoining property owners. River Rouge Brewing Company will strictly comply with the City and the provisions of the City’s Sound Ordinance. River Rouge Brewing Company pledges its full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard. There is no dancing or entertainment at the nano-brewery, and there will no televisions inside the nano-brewery except for a special event projector and screen that will be used on a very limited bases.

Attachment 1

It is agreed that we will not change the format or type of business described herein without written approval of the City Commission.

- III. **CODE COMPLIANCE**: The premises currently fully complies with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.
- IV. **PLAN OF OPERATION**: It is acknowledged that under Ordinance No. 2001-06 §430-4, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.
- V. **ENTERTAINMENT**: No gaming devices or amusement (including but not limited to pool tables, dartboards, video games and pinball) shall be permitted.
- VI. **SECURITY**: Security for the customers, building, and community is the first priority for the company, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level of security.
- VII. **PARKING**: There is metered street parking around the nano-brewery as well as City parking structures close by where guest can park. Employees will be required to either walk/bike to work, or park in a nearby City parking garage.
- VIII. **ALCOHOL MANAGEMENT**: The establishment will strictly obey all rules and regulations promulgated by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be sold on the premises, other than what is made by the establishment.
2. All nano-brewery staff will pay attention and be alert to observable clues displayed by an intoxicated individual, such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
3. All nano-brewery staff will be alert to potential problems at their respective areas of the nano-brewery.
4. All staff will be polite and courteous to the intoxicated individual(s) and will be knowledgeable as to when to request assistance from additional nano-brewery staff.

Attachment 1

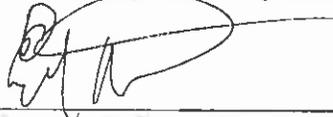
5. Patrons who appear to be 30 years of age or younger will be asked to show proper identification. Signage will be posted at a noticeable place within the nano-brewery. Patrons must provide proper identification.
 - a. All Patrons under 21 years of age, service will be refused.
 - b. Check “state seal”, vertical vs. horizontal format, and other markings on the identification card. Check for damage or alterations to identification card.
 - c. Do not return falsified identification cards.
6. If a patron shows signs of intoxication, staff is to refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management, if necessary.
7. If a patron is purchasing on behalf of someone else who appears less than 30 years old, nano-brewery staff is to request to see identification of recipient, or contact supervisory personal who will seek patron(s) out. Staff will refuse service to minors and will inform all parties involved that policy allows for ejection from premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - a. No sales to intoxicated persons.
 - b. No sales without proper identification.
 - c. Limited alcoholic choices of beer only.
 - d. When in doubt, do not serve, call a supervisor.
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Nano-brewery staff is to approach any person appearing to be impaired and leaving the event to determine if they are driving. If so, nano-brewery staff is to attempt to persuade them no to drive and request a non-impaired companion to drive. If unable, nano-brewery staff will refer patron(s) to bus or taxi service.
11. Nano-brewery supervisory and management personnel will complete documentation of any alcohol-related incidents at the end of event. Information will be disseminated accordingly.
12. Nano-brewery shall provide non-alcoholic beverages to all designated drivers either free or at reduced prices.
13. The establishment fully participates in the Techniques in Alcohol Management Program and will continue to participate in such program or a similarly recognized program approved by the Royal Oak Police Chief. TIPS/TAM certification cards for all employees shall be available for inspection by the Police Department 35 days after the date of hire.

Attachment 1

- IX. **REFUSE DISPOSAL**: The establishment will dispose of refuse in enclosed dumpster(s), with locked lids. Pickup will be a minimum of 1 time per week. A water line with spigot will be provided to clean dumpster enclosure as necessary.
- X. **GENERAL**. Every effort will be made to maintain positive relationships with adjacent and nearby businesses, as well as cooperation with all City departments. Every effort will be made to solve any problems which may arise.
- XI. **EMERGENCY CONTACTS**: Edward Stencel (310) 498-7809
- XII. **REFERENCE TO VALET SERVICE**: No valet service will be used at the nano-brewery.

Date: November 2, 2015

River Rouge Brewing Company, LLC



Edward P. Stencel, President

**Request to Schedule Town Hall Meeting
Royal Oak City Center Development Project**

May 2, 2016

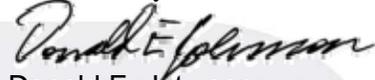
The Honorable Mayor Ellison and
Members of the City Commission:

To provide an additional opportunity for the public to become familiar with and ask questions about the proposed Royal Oak City Center development we are proposing to hold a "Town Hall" meeting at Royal Oak Middle School Auditorium on May 24 at 6:00 p.m. We are proposing the town hall format be used rather than calling another special city commission meeting. The middle school auditorium can accommodate a much larger audience than can city hall. This meeting will be organized in a manner very similar to that used for the town hall meeting held on the Normandy Oaks proposal. A presentation will be followed by a question and answer session and we will probably conduct an opinion survey at the end of the evening.

The following resolution is recommended for approval:

Be it resolved, the city commission authorizes the administration to organize a "town hall" meeting at Royal Oak Middle School Auditorium on May 24, 2016 at 6:00 p.m. to present the Royal Oak City Center development proposal and to provide an opportunity for the public to ask questions about the proposal.

Respectfully submitted,



Donald E. Johnson
City Manager

**Resolution to Amend
Other Post-Employment Benefits (OPEB)
Pension Bonds Resolution at Section 4**

April 29, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

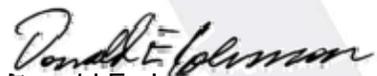
At the September 21, 2015 City Commission Meeting, the commission resolved to adopt the attached resolution (Attachment 1) to notice the intension to issue OPEB/pension bonds. In section 4 of the resolution, it provides that the firm of Axe & Ecklund P.C be retained to act as bond counsel in connection with the issuance, sale and delivery of OPEB/Pension bonds.

The administration recently interviewed three other law firms with experience serving as municipal bond counsel that specifically included OPEB/Pension bond experience. As a result of the interview process, I would like to recommend that the city utilize Robert L. Schwartz with Dickinson Wright as bond counsel. The group of attorneys at Dickinson Wright that are available to assist the city includes Terry Donnelly, Eric McGlothlin, Paul Wyzgoski and Peter Kulick. This group has an extensive amount of municipal bond counsel experience. It appears that this firm has more OPEB/pension bond experience than other firms. Dickinson Wright reports the firm has acted as bond counsel or underwriters counsel on OPEB/pension bond issues for Bloomfield Township, Bloomfield Hills, West Bloomfield Township, City of Farmington, City of Grand Blanc, City of Madison Heights, City of Holland, City of Monroe, Allegan County, Crawford County, Ottawa County, and Saginaw County. In addition, Dickinson Wright's proposed legal fee for the OPEB/pension work is significantly lower than the fee proposed by Axe & Ecklund.

I recommend that the commission adopt the amended resolution (Attachment 2) that will allow the city to retain Dickinson Wright as bond counsel for the OPEB/pension bond issue work. This amended resolution will only rescind section 4 of the earlier resolution. Also, with the adoption of the amended resolution the mayor is authorized to execute the engagement letter (Attachment 3).

Respectfully submitted
Julie Rudd
Finance Director

Approved,



Donald E. Johnson
City Manager

3 Attachments

Attachment 1

CITY OF ROYAL OAK

At a _____ meeting of the City Commission of the City of Royal Oak, Macomb County, Michigan, held on the ___ day of _____, 2015, at ___:___ .m., Eastern Daylight Savings Time, in the _____ Building in Royal Oak, Michigan there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:
_____:

**RESOLUTION AUTHORIZING THE INSERTION
OF NOTICE OF INTENT OF THE CITY OF ROYAL OAK
TO ISSUE PENSION AND RETIREE HEALTH CARE OBLIGATION
BONDS, SERIES 2016
(GENERAL OBLIGATION LIMITED TAX)**

WHEREAS, the City Commission (the "Commission") of the City of Royal Oak, Michigan (the "City"), wishes to issue bonds for the purpose of providing funds for the City's unfunded pension benefits and retiree health care benefits for public employee retirees of the City as described in EXHIBIT A attached hereto (the "Project"), pursuant to the terms of Section 518 of Act No. 34, Public Acts of Michigan, 2001 as amended ("Act 34"); and

WHEREAS, in order to authorize the issuance of the not to exceed \$165,000,000 City of Royal Oak Pension and Retiree Health Care Obligation Bonds, Series 2016 (General Obligation Limited Tax) (the "Bonds"), it is necessary to insert a Notice of Intent of the City of Royal Oak to Issue Pension and Retiree Health Care Obligation Bonds pursuant to Act 34 in the *Royal Oak Review*, Royal Oak, Michigan; and

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of notice entitled "NOTICE OF INTENT OF THE CITY OF ROYAL OAK TO ISSUE PENSION AND RETIREE HEALTH CARE OBLIGATION BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intent"); and

WHEREAS, the City Clerk shall be authorized to insert the attached form of Notice of Intent in the *Royal Oak Review*, Royal Oak, Michigan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ROYAL OAK, MICHIGAN, as follows:

1. **Approval of Plans:** The preliminary plans and estimates relating to the Project and identified in EXHIBIT A attached hereto are hereby approved and ordered filed with the City Clerk.

2. **Insertion of Notice of Intent:** It is hereby determined that the Notice of Intent provides information sufficient to adequately inform the electors and taxpayers of the City of the nature of the obligations to be undertaken by the City by the issuance of the Pension and Retiree Health Care Obligation Bonds and of their right under Act 34 to file a petition requesting a referendum election on the issuance of the Pension and Retiree Health Care Obligation Bonds.

3. **Form of Notice of Intent:** The form and content of the Notice of Intent as set forth in Appendix I, are hereby approved, and the City Clerk is hereby authorized and directed to cause the Notice of Intent to be published once in the *Royal Oak Review*, Royal Oak, Michigan, a newspaper of general circulation within the City which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the City. The notice shall be inserted in an advertisement at least one-quarter of a page in size.

4. **Retention of Bond Counsel.** The firm of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Bonds.

5. **Retention of Financial Consultants.** Hutchinson, Shockey, Erley & Co., St. Clair Shores, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the sale and delivery of the Bonds.

6. **Referendum Period:** The referendum period within which voters and taxpayers shall have the right to circulate petitions is 45 days after publication of the notice of Intent authorized in paragraph 2.

7. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

8. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the City as soon as practicable after adoption.

Las.r1-roy73

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

STATE OF MICHIGAN)
)ss.
CITY OF ROYAL OAK)

CERTIFICATION

The undersigned, being the Clerk of the City of Royal Oak, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the City of Royal Oak City Commission at its _____ meeting held on the _____ day of _____, 2015, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the City. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

CITY CLERK

DATED: _____, 2015

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Attachment 1

EXHIBIT A

Project Description

The Project consists of a plan to fully fund what are currently partly un-funded Pension Obligations and Retiree Health Care Obligations paid by the City on behalf of City employees who retire from City service and who have the adequate vesting and service benefit level requirements. The currently calculated unfunded actuarial accrued liability for those unfunded obligations was \$144,122,102 as of June 30, 2014. The City plans to borrow pursuant Section 518 of Public Act No. 34 of the Public Acts of Michigan of 2001 which enables the City to issue general obligation limited tax bonds for this purpose.

The unfunded Pension Obligations (calculated as of June 30, 2014) for the General and Water employees were \$23,812,491.

The unfunded Retiree Health Care Obligations (calculated as of June 30, 2014) for all employees were \$120,309,611.

Cost Estimates

Borrowed Funds to Finance the Project
& Financing Costs (Including Bond
Discount, and Contingency) **Not to exceed \$165,000,000**

Maximum amount of Bonds to be issued: \$165,000,000

Maximum term of bond issue: 24 years

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Attachment 1

APPENDIX I

NOTICE OF INTENT OF THE CITY OF ROYAL OAK TO ISSUE NOT TO EXCEED \$165,000,000 IN PENSION AND RETIREE HEALTH CARE OBLIGATION BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE CITY OF ROYAL OAK:

NOTICE IS HEREBY GIVEN that the City Commission of the City of Royal Oak, Michigan (the "City"), will authorize the issuance of not to exceed \$165,000,000 in Pension and Retiree Health Care Obligation Bonds to provide funds to fully pre-fund what are currently partly un-funded Pension and Retiree Health Care Obligations which are unfunded actuarial accrued liabilities (UAAL) of the City which must be paid annually on behalf of City employees as described in Exhibit A below (the "Project"). The Bond Resolution will provide further that the issuance of the one or more series of Pension and Retiree Health Care Obligation Bonds (the "Bonds") will allow the City to fund (together with other funds on hand) one hundred percent (100%) of the total cost of the Project pursuant to the provisions of Section 518 of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"). The maximum amount of Bonds to be issued in one or more series shall not exceed \$165,000,000, the term of the Bonds shall not exceed 24 years and the Bonds shall bear interest at a rate or rates that will result in a maximum net interest rate of not more than 6% per annum. The maximum Project cost is estimated at not to exceed \$165,000,000.

FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY OF ROYAL OAK WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that in the Bond Resolution the City will obligate itself to make payments to the bond holders in amounts sufficient to pay the principal of and interest on the Bonds. The limited tax full faith and credit of the City will be pledged for the making of such bond payments. Pursuant to such pledge of its full faith and credit, the City will be obligated to levy such ad valorem taxes upon all taxable property in the City as shall be necessary to make bond payments, which taxes, however, will be subject to applicable statutory and constitutional limitations on the taxing power of the City. In addition to its obligation to make payments on the Bonds, the City will agree in the Bond Resolution to pay all costs and expenses of operation and maintenance of the Project and all expenses of the City incidental to the issuance and payment of the Bonds, to the extent such expenses are not payable from the proceeds of the Bonds.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the City to inform them of the right to petition for a

referendum on the question of issuing the Bonds. The City intends to issue the Bonds without a vote of the electors thereon. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Bonds, signed by not less than 10% or 15,000 of the registered electors of the City, whichever is less, has been filed with the City Clerk, the Bonds shall not be issued unless and until approved by a majority of the electors of the City voting thereon at a general or special election.

This notice is given by order of the City Commission pursuant to Act 34. Further information may be obtained at the office of the Royal Oak Clerk, First Floor City Hall, 211 S. Williams St., Royal Oak, Michigan 48068-0064.

EXHIBIT A

Project Description

The Project consists of a plan to fully fund what are currently partly un-funded Pension Obligations and Retiree Health Care Obligations paid by the City on behalf of City employees who retire from City service and who have the adequate vesting and service benefit level requirements. The currently calculated unfunded actuarial accrued liability for those unfunded obligations was \$144,122,102 as of June 30, 2014. The City plans to borrow pursuant Section 518 of Public Act No. 34 of the Public Acts of Michigan of 2001 which enables the City to issue general obligation limited tax bonds for this purpose.

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The unfunded Retiree Health Care Obligations (calculated as of June 30, 2014) for all employees were \$120,309,611.

Cost Estimates

Borrowed Funds to Finance the Project
& Financing Costs (Including Bond
Discount, and Contingency) **Not to exceed \$165,000,000**

Maximum amount of Bonds to be issued: \$165,000,000

Maximum term of bond issue: 24 years

**MELANIE HALAS
CITY CLERK**

DATED: [Date of Publication]

las.r1-roy73

Attachment 2

CITY COMMISSION OF THE CITY OF ROYAL OAK

At a regular meeting of the City Commission of the City of Royal Oak, Oakland County, Michigan, held on the 9th day of May, 2016, at 7:30 p.m., Michigan Time, in the Commission Room of the Royal Oak City Hall, Royal Oak, Michigan, there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

RESOLUTION AMENDING IN PART THE “RESOLUTION AUTHORIZING THE INSERTION OF NOTICE OF INTENT OF THE CITY OF ROYAL OAK TO ISSUE PENSION AND RETIREE HEALTH CARE OBLIGATION BONDS, SERIES 2016 (GENERAL OBLIGATION LIMITED TAX)”

WHEREAS, the City Commission of the City of Royal Oak adopted a resolution on September 21, 2015, providing for, among other things, the publication of a Notice of Intent to issue bonds (the “Bonds”) to pay a portion of the city’s unfunded pension and health care costs (the “Intent Resolution”) and the appointment of bond counsel; and

WHEREAS, the City Commission has determined to engage a different bond counsel firm (viz., Dickinson Wright PLLC) from that named in the Intent Resolution, and by this resolution amends the Intent Resolution to implement that change without otherwise affecting the action taken in the Intent Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ROYAL OAK, MICHIGAN, as follows:

1. **Retention of Bond Counsel.** The firm of Dickinson Wright PLLC is hereby retained to act as bond counsel for the city in connection with the issuance, sale and delivery of the Bonds.
2. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.
3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the city as soon as practicable after adoption.



2600 WEST BIG BEAVER, SUITE 300
TROY, MI 48084-3312
TELEPHONE: (248) 433-7200
FACSIMILE: (248) 433-7274
<http://www.dickinsonwright.com>

ROBERT L. SCHWARTZ
RLSchwartz@dickinsonwright.com
(248) 433-7546

April 29, 2016

VIA EMAIL

Ms. Julie Rudd
Director of Finance
City of Royal Oak
Room 301, 3rd Floor
211 S. Williams St.
Royal Oak, MI 48067

Dear Ms. Rudd:

The purpose of this letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Royal Oak (the “City”) in connection with the issuance of bonds (the “Bonds”) by the City for the purpose of paying all or part of the City’s unfunded accrued pension and health care benefit liabilities. We understand that the Bonds will be issued pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”), in the currently estimated principal amount of \$125 million and will be secured by the limited tax full faith and credit pledge of the City. We further understand that the Bonds will be sold in one or more series pursuant to a competitive or negotiated sale as determined by the City after consultation with Hutchinson, Shockey, Erley & Co., the City’s financial advisor for the Bonds, with an anticipated closing date to occur in the fall of 2016. It is anticipated that the interest on the Bonds will not be excludable from gross income of the holders thereof for federal income tax purposes, but the Bonds and the interest thereon will be exempt from taxation by the State of Michigan and its political subdivisions as provided in Act 34.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the City and the City’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing and delivering the Bonds.
- (3) Analyze the Bonds for compliance with the requirements of applicable Michigan law.
- (4) Prepare and/or review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds (including the resolution of the City Commission of the City directing the publication of the notice of intent to issue bonds, the resolution of the City Commission

Ms. Julie Rudd

April 29, 2016

Page 2

of the City authorizing the issuance of the Bonds, the order of the authorized officer of the City approving the sale of the Bonds, and all necessary sale and closing documents), and coordinating the authorization and execution of such documents.

(5) Assist the City in seeking from other governmental authorities (including the Michigan Department of Treasury) such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences and bond closing as may be required.

(7) Prepare and/or review those portions of the official statement or other disclosure document with respect to the Bonds that describe the legal aspects of the Bonds.

(8) Prepare the notice of sale for the Bonds, if applicable, or review on behalf of the City any bond purchase agreement with the purchaser of the Bonds.

(9) Prepare the continuing disclosure undertaking of the City, if applicable.

(10) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the treatment of the interest on the Bonds to the holders thereof for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the City and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(11) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will enlist City officials and employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not provide advice which is primarily financial in nature, such as advice concerning the financial feasibility of the financing or recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Ms. Julie Rudd

April 29, 2016

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Specifically, unless separately engaged, our duties do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (c) preparing blue sky or investment surveys with respect to the Bonds; (d) making an investigation or expressing any view as to the creditworthiness of the City or the Bonds; (e) except as described in paragraph (7) above, assisting in the preparation or review of the official statement or other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and (f) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

I will be the attorney primarily responsible for managing the financing, and will be assisted by Eric McGlothlin and Terry Donnelly. In addition, Peter Kulick is available to provide expertise regarding the tax treatment of the Bonds and the interest thereon. Mr. McGlothlin, Mr. Donnelly and I are resident in our Troy office and Mr. Kulick is resident in our Lansing office. I will attend any meetings at which our Firm's attendance is requested. Our resumes and other information about our Firm can be found on our website – www.dickinsonwright.com. Please let me know if you would like any additional information.

FEES

We propose that our fee for performing the services set forth above shall be payable upon the delivery of the Bonds and shall be in the amount of \$85,000, plus our out-of-pocket disbursements for expenses incurred in performing the foregoing services, which we would not expect to exceed \$500 unless we are asked to meet with any rating agency at its offices outside the State of Michigan. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee upon further discussion with you if such facts or expectations significantly change or if the financing experiences any significant delays.

Attachment 3

DICKINSON WRIGHT PLLC

Ms. Julie Rudd

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In addition, if the City requests us to perform additional services beyond those set forth in paragraphs (1) to (11) above, we propose that such work be charged at hourly rates to be agreed upon by the City and the Firm.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will make the required filing with the Michigan Department of Treasury and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by you or another authorized officer, retaining the original for your files. We very greatly appreciate the opportunity to represent the City and look forward to working with you.

Very truly yours,

DICKINSON WRIGHT PLLC

By: _____
Robert L. Schwartz

Accepted: _____, 2016

CITY OF ROYAL OAK

By: _____

Its: _____

RLS/jmh

**Approval of Third Amendment
Fiscal Year 2015-2016 Budget**

April 29, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

The purpose of this letter is to request budget amendments to fiscal year 2015-16 budgets for the general, major streets, public safety, solid waste, state construction code, senior citizens services, arts, beats and eats, recreation, auto parking, farmer's market, ice arena, information technology and motor pool funds. We request the approval of the budget amendments for these funds to incorporate the following changes:

general fund

taxes

Revenues will increase \$350,000 due to collecting more property taxes than budgeted.

grants

Revenues will decrease \$205,000 due to a downward revision in the State of Michigan's estimate for state sales tax revenue sharing.

licenses and permits

Revenues will increase \$100,000 due to cable franchise fees projected higher than originally budgeted.

finances and forfeitures

Revenues will decrease \$300,000 due to the net effect of a \$100,000 increase in criminal traffic division revenues and a \$400,000 decrease in parking violations due to a change in the method fines are classified as well as total fines not increasing as much as anticipated.

general government

Expenditures will decrease \$940,000 due to \$515,000 for city hall renovations that will not be performed, \$300,000 for elections equipment which will not be purchased in fiscal year 2015-16, and \$125,000 for the deletion of a storage building budget to warehouse election equipment.

public safety

Expenditures will increase \$67,890 due to an employee with defined benefit costs as opposed to defined contribution costs.

community and economic development

Expenditures will increase \$39,760 due to increased community development personnel costs being charged to the general planning cost center than originally budgeted.

Use of fund balance

Use of fund balance is requested to decrease by \$777,350 to \$814,590.

major streets fund

Total revenues and expenditures will not change. Use of fund balance will decrease \$250,000 due to an increase in miscellaneous state grants of \$250,000.

public safety fund

Expenditures will decrease \$40,000 due to the elimination of a transfer to motor pool for a technical rescue box that will not be purchased in fiscal year 2015-16, \$130,000 due to the elimination of a fire station alerting system that will not be purchased, and \$50,000 reduction due to the police department generator that will not be purchased in fiscal year 2015-16 for a total decrease of \$220,000. Use of fund balance will decrease \$220,000.

solid waste fund

Solid waste fund total revenues and expenditures will not change. Use of fund balance is requested to decrease \$127,000 due to the projection of collecting \$127,000 additional in property taxes than budgeted.

state construction code fund

State construction code fund total expenditures will not change due to the net effect of an increase of \$30,000 for a transfer to the motor pool fund to purchase a new vehicle and a \$30,000 decrease in contribution to fund balance.

senior center fund

Senior center revenues will increase \$9,000 due to the net effect of a \$15,000 increase in facility rentals due to higher demand and an increase in rates and a decrease in use of fund balance (as a revenue source) of \$6,000. Expenditures will increase \$9,000 to purchase a dividing wall / partition for the senior center.

Arts, beats and fund - There is not a resolution for this fund as this fund is not officially adopted. Revenues will decrease \$82,000 due to receiving less in parking revenues than expected and not receiving a sponsorship as budgeted. Expenses will decrease \$68,000 due to using less contracted services than budgeted and \$14,000 due to overtime being less than budgeted for a total decrease of \$82,000.

Recreation fund - There is not a resolution for this fund as this fund is not officially adopted. Revenues will decrease \$30,000 due to the net effect of a \$35,000 decrease in adult fitness program revenues due to private alternatives and an increase in use of retained earnings by \$5,000. Expenses will decrease \$30,000 due to a decrease in contracted workers also due to lower demand for adult fitness classes.

Auto parking fund - There is not a resolution for this fund as this fund is not officially adopted. Revenues will increase \$36,000 due to the net effect of a \$234,000 increase in parking meter fees and attendant parking revenues and a \$198,000 decrease in use of retained earnings. Expenses will increase \$4,000 for a transfer to the IT fund to purchase tablets and \$32,000 to

add credit card lanes to the pay-to-park machine at 4th Street and Lafayette for a total increase of \$36,000.

Farmer's market fund - There is not a resolution for this fund as this fund is not officially adopted. Expenses will increase \$47,000 due to contracted services increasing based on increased rental activities. This increase is partially offset by a \$32,000 increase in revenues mostly due to increase demand for facility rentals and special events. Use of retained earnings will increase \$15,000.

Ice arena fund - There is not a resolution for this fund as this fund is not officially adopted. Revenues will increase \$56,000 due to the net effect of \$20,000 less from league and tournament revenue as there are fewer house teams than projected, a \$137,000 increase in ice rentals due to selling ice time to outside groups, and a decrease of \$61,000 in use of retained earnings. Expenses will increase \$56,000 due to the net effect of a \$70,000 increase in contracted services which were budgeted too low and a decrease of \$14,000 for painting of the building that will not be performed in fiscal year 2015-16.

Information technology fund - There is no resolution for this fund as this fund is not officially adopted. Revenues will increase \$4,000 due to a transfer from the auto parking fund. Expenses will increase \$4,000 to purchase tablets for the auto parking fund.

Motor pool fund - There is no resolution for this fund as this fund is not officially adopted. Revenues will decrease \$10,000 due to the \$40,000 transfer in from public safety for a technical rescue box that will not be done in fiscal year 2015-16 and a \$30,000 transfer from the state construction code fund. Expenditures will decrease \$10,000 as the \$40,000 technical rescue box will not be purchased in fiscal year 2015-16 and a new vehicle will be purchased for the state construction code fund for \$30,000.

Medical self-insurance fund - There is no resolution for this fund as this fund is not officially adopted. Revenues will increase \$252,630 due to a Blue Cross Blue Shield Reimbursement. Expenses will increase \$252,630 due to increase in contribution to fund balance.

It is recommended that the following amended budget resolutions be approved by the city commission.

Be It resolved, the city commission hereby approves the fiscal year 2015-16 amended budgets for the following funds:

General Fund

General Government	10,657,470
Community and Economic Development	616,780
Health and Welfare	0
Public Safety	709,820
Public Works	1,418,010
Recreation and Culture	1,414,050
Transfers Out	19,983,150

Expenditures Total 34,799,280

Taxes	17,899,500
Licenses and Permits	1,984,100
Grants	5,181,550
Charges for Services	2,353,900
Fines and Forfeitures	4,935,000
Interest and Rentals	343,000
Contributions and Donations	0
Reimbursements	432,640
Other Revenues	55,000
Transfers In	800,000
Use of Fund Balance	814,590

Revenues, Transfers and Use of Fund Balance 34,799,280

major streets fund		
	expenditures total	3,942,610
	revenues, transfers and use of fund balance	3,942,610
public safety fund		
	expenditures total	30,678,250
	revenues, transfers and use of fund balance	30,678,250
solid waste fund		
	expenditures total	6,631,790
	revenues, transfers and use of fund balance	6,631,790
state construction code fund		
	expenditures total	2,865,000
	revenues, transfers and use of fund balance	2,865,000
senior center fund		
	expenditures total	826,850
	revenues, transfers and use of fund balance	826,850

General Fund Before Amendment

General Fund Summary	2014-2015 Actual	2015-2016 Adopted Budget	2016-2017 Projected Budget	2017-2018 Projected Budget	2018-2019 Projected Budget	2019-2020 Projected Budget
Beginning Fund Balance	11,149,200	13,085,090	11,493,150	9,204,880	6,953,440	675,960
Revenues	31,762,370	33,239,690	33,064,200	33,603,870	33,830,610	34,184,540
Expenditures	30,512,620	35,631,630	35,992,470	39,085,310	40,588,090	42,106,670
Net	1,249,750	(2,391,940)	(2,928,270)	(5,481,440)	(6,757,480)	(7,922,130)
Transfers from other funds	1,057,820	800,000	640,000	600,000	480,000	384,000
Net Change in Fund Balance	2,307,570	(1,591,940)	(2,288,270)	(4,881,440)	(6,277,480)	(7,538,130)
Ending Fund Balance	13,085,090	11,493,150	9,204,880	6,953,440	675,960	(6,862,170)
Fund Balance as a percentage of Expenditures	42.88%	32.26%	25.57%	17.79%	1.67%	-16.30%

General Fund After Amendment

General Fund Summary	2014-2015 Actual	2015-2016 Adopted Budget	2016-2017 Projected Budget	2017-2018 Projected Budget	2018-2019 Projected Budget	2019-2020 Projected Budget
Beginning Fund Balance	11,149,200	13,085,090	12,270,500	9,982,230	7,730,790	1,453,310
Revenues	31,762,370	33,184,690	33,064,200	33,603,870	33,830,610	34,184,540
Expenditures	30,512,620	34,799,280	35,992,470	39,085,310	40,588,090	42,106,670
Net	1,249,750	(1,614,590)	(2,928,270)	(5,481,440)	(6,757,480)	(7,922,130)
Transfers from other funds	1,057,820	800,000	640,000	600,000	480,000	384,000
Net Change in Fund Balance	2,307,570	(814,590)	(2,288,270)	(4,881,440)	(6,277,480)	(7,538,130)
Ending Fund Balance	13,085,090	12,270,500	9,982,230	7,730,790	1,453,310	(6,084,820)
Fund Balance as a percentage of Expenditures	42.88%	35.26%	27.73%	19.78%	3.58%	-14.45%

Respectfully submitted,
Julie Rudd
Director of Finance

Approved,


Donald E. Johnson
City Manager



**South Oakland County Resource
Recovery Authority (SOCRRA) Contract**

April 27, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

SOCRRA has been researching options to convert to single stream recycling for its member communities. It has been shown that a conversion to single stream recycling can increase recycling rates by over 50%. Single stream recycling simplifies the sorting method currently used and makes recycling a much easier process for the resident and our collection contractor.

There is a cost associated with the conversion to single stream recycling but the recommendation of SOCRRA staff is to convert the recycling facility. Attachment 1 outlines the cost of the improvements, the economics of the conversion, and the intangible benefits for the SOCRRA communities

The second attachment outlines preliminary financial obligations of each SOCRRA community (Attachment 2). For Royal Oak the share is estimated at \$3,057,103. This will likely be spread over ten years. Please note that number includes approximately \$1,300,000 for 65 gal recycling carts to be provided to each single family customer. The anticipated increase in recycling will create a demand for the larger carts.

SOCRRA has also, been negotiating the option for the extension of the current collection contracts. The current contract expires June 30, 2017 and the extension would be for 10 years. As part of that negotiation, I have asked for the cost of converting Royal Oak's trash collection to automated pick up. Automated pickup utilizes a 90 gal wheeled garbage container that is picked up using a hydraulic mechanism mounted on the truck. This would cost an additional \$1.39 per household/per month or a total annual increase of \$463,287 in collection costs. This does not include the cost of the 90 gal carts which are normally provided. Those would cost at least as much as the recycling carts, probably more. The cost differential of \$1.39 is consistent with pricing received for automated collection 10 years ago. A conversion of this magnitude would require a cultural change for the residents of Royal Oak. The carts could not be placed where parked cars or tree limbs would prevent collection by the mechanical arm on the truck.

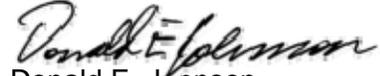
This system offers several advantages. It is a much cleaner system as almost all trash is contained (some residents will need to dispose of more than the provided container can hold). The container is much more resistant to dogs, rodents, and other animals than plastic bags or conventional garbage cans. It is easier for the resident to wheel a container to the street than to carry multiple containers to the street. On the negative side, it costs about 32 cents per household/week more and the carts must be placed in a location where the hydraulic arm on the truck can reach them. They can't be behind parked cars or under low tree branches. In some neighborhoods, this could be difficult. Inaccessible carts would not be dumped.

Because of the additional cost and the likely potential for problems with inaccessible carts, administration is reluctantly recommending against moving in this direction at this time so the following resolution is recommended for approval:

Be it resolved, the city commission is not in favor of conversion to automated trash pickup at this time.

Respectfully submitted,
Greg Rassel
Director of the Departments of
Public Services and Recreation

Approved,


Donald E. Johnson
City Manager

2 Attachments

April 8, 2016

Board of Trustees
SOCRRA

Subject: MRF Single Stream Conversion

Board Members:

SOCRRA staff and RRS have made substantial progress in bringing the Machinex RFP response to a final state. Mr. Davis is reviewing the contract proposed by Machinex and he will be making substantial changes to the contract. We plan to have a final contract document to present to the Board at the May 11 Board meeting.

An isometric, top down view of the proposed facility is attached to this letter. Color copies of this drawing will be distributed at the Board meeting. A summary of the proposal follows.

General Design Requirements

The facility is designed for a capacity of 15 tons of recyclables per hour. This results in an annual capacity of 32,000 tons with one shift operation. SOCRRA is currently handling 18,000 tons per year. This results in excess capacity of 14,000 tons per year over our current needs. With the complete deployment of 65 gallon recycling carts in all the SOCRRA communities, we expect that the recycling tonnage will increase to 32,000 tons per year, however we expect that increase in recycling tonnage to occur over a several year period. In the short term, we plan to fill that excess capacity with third party tonnage. We have had some preliminary conversations with Rizzo Services, which controls approximately 1,500 tons per month of recycling. Rizzo is a potential source of third party tonnage as are other waste collection firms. In the long run, if the capacity of the MRF is exceeded, we have the option of adding Saturday and second shift operations in order to increase capacity.

The tipping floor of the facility is designed to hold 3 days' worth of incoming material at the design rate of 15 tons per hour. This larger tipping floor allows us to hold the recycling generated during peak conditions (typically between Christmas and New Year's Day) and to allow sufficient storage for facility down time. This is particularly important with a single stream system because any significant equipment failure has the potential to shut down the entire facility.

Building Modifications

Machinex will be using a subcontractor, Cambridge Construction, for the building modifications. Machinex will have overall responsibility for the project, including the building modifications.

The existing education room and the two eastern most bays in our cash customer area will be demolished. A 10,575 square foot addition will be constructed to the west of the existing MRF exterior wall. The addition will serve as the tipping floor (blue triangle A). The existing west wall of the MRF will be maintained in order to isolate the new tipping floor from the processing equipment. This results in the processing building having a better environment for our employees with less dust, better temperature control and fewer diesel fumes. Push walls, 12 feet high, will be

Attachment 1

constructed against the south wall of the new addition and against the west wall of the existing MRF, which will be the east wall of the new addition.

The western most bunker in our cash customer dumping area will be refurbished and will be used to store the finished glass product.

The tour room will be relocated to the first floor of the MRF (blue triangle E), adjacent to the offices. A second floor will be added above our existing offices to house a viewing platform for our facility tours. There will be a walkway constructed from the viewing platform to the sorting platforms that can be used to conduct more in depth tours. Most school groups would not go onto the sorting platforms. The viewing platform will have a good view of the manual sort areas. A video feed will be provided of the tipping floor and the OCC and papers screens, which will be difficult to see from the viewing platform. The second floor will also contain an employee break room and mechanical equipment room. A wheelchair lift will be installed to allow wheel chair access to the viewing platform.

The existing MRF offices, rest rooms and employee lunch rooms will be cleaned and repainted and their mechanical equipment will be updated.

The existing fire protection system will be replaced and expanded to provide fire protection to the processing equipment and to the new tipping floor.

The capacity of the electrical service will be increased to 1600 amps which includes some capacity for future electrical needs.

The heating and ventilation systems for the processing area of the MRF will be replaced.

A control system will be installed that will allow SOCRRA to control and monitor the system from a single control panel. Provisions will be made to allow Machinex remote access to the control panel for troubleshooting purposes.

Single Stream Sorting Equipment

All of the existing recycling equipment will be removed by Machinex. They will be compensating SOCRRA for the scrap value of the equipment and \$7,500 for the baler. Given the current low prices for scrap metal, we do not anticipate that much revenue will be from the existing recycling equipment.

After the existing equipment has been removed, the current building will be cleaned and painted.

The new equipment layout is displayed on the diagram attached to this letter. The flow of material can be followed via the green hexagons on this diagram. The following description of the material processing is significantly easier to follow if you refer to the attached diagram.

The loader loads recyclables into the Drum Feeder (green hexagon 1). This Drum Feeder Hopper can hold enough material to supply the system for about 20 minutes so the loader operator is free to perform other tasks. Material is fed from the Drum Feeder to an incline pit conveyor (2) which leads to the Presort Platform (3). At the Presort Platform, there are 4 manual sort locations where specific materials can be removed from the conveyor. The design calls for removal of bulky metal

Attachment 1

items (4), reject materials (5), plastic film, (6) and rigid plastics (7) although the specific material types removed are flexible. The removed materials are placed into chutes that dump into rolloff containers located on the floor below the presort platform.

The remaining material enters an OCC Screen (8) which has a series of discs mounted on rotating shafts. Cardboard (OCC) floats on top of the rotating discs and is carried over the top of the OCC Screen (8). The cardboard passes a manual sort station that allows for the removal of any non-cardboard material. The cardboard is conveyed to an OCC Bunker (12) for subsequent transfer to the baler. The material that falls through the OCC Screen (8) (paper, containers and small pieces of cardboard) is conveyed to an ONP (old newspaper) Screen (9). Glass containers are broken as they fall onto and through the OCC Screen (8) and the broken glass is removed by a fines screen located under the OCC Screen (8). Other containers and smaller paper fall through the ONP Screen (9) onto a conveyor belt. Paper materials are carried over the top of the ONP Screen (9) and fed by a conveyor to a Ballistic Separator (10) which further separates 3 dimensional containers from the 2 dimensional smaller paper materials thereby recovering any paper materials that fall through the ONP Screen.

Paper from both the ONP Screen (9) and the Ballistic Separator (10) is conveyed to the Fiber Sort Lines (11). There are two sets of sorting platforms where sorters manually remove cardboard and mixed paper (brown grocery bags as an example). The remaining material on the conveyor is dumped into the ONP (old newspaper) Bunker (14). The mixed paper, which is a lower value product, is manually pulled and dumped into the Mixed Paper Bunker (13). The cardboard that was manually sorted drops directly into the OCC Bunker (12).

The containers, which roll back from the Ballistic Separator (10), are conveyed to the Container Sorting Line (15). Provisions are being made, which are not shown in this diagram, to add an optical sorter at the beginning of the Container Sorting Line at a later date. This is a device that is able to sort PET from the other plastic and metal containers. Having this device is not required to get the MRF to single stream operation but could be helpful in the future, especially if we are running at rated capacity. There are manual sorting stations along the Container Sorting line (15) at which any residual fiber materials (16) are returned to the fiber sorting lines (11) and the remaining materials: colored HDPE (high density polyethylene, Tide detergent bottles as an example) (19), natural HDPE (milk jugs) (20), PET (water bottles) (22), mixed plastics (23), aseptic containers (beef broth cartons) (24) are removed by hand and placed in the appropriate bunker. A Magnet (17) is used to capture iron containing materials which are deposited in the Steel Bunker (21). An Eddy Current Separator (18) is used to capture aluminum materials which are deposited in the Aluminum Bunker (25).

Each separated material is then conveyed to the Baler (26) for baling. The finished bales are stored in the areas labeled with the blue triangle D on the right hand side of the diagram until they are loaded into semi-trailers at the far right side of the diagram.

Any remaining broken glass that was not separated by the OCC/Fines Screen is removed at the Ballistic Separator (10). The glass from the Ballistic Separator is combined with the glass from the OCC screen and conveyed to a Glass Clean-up System and discharged into the Glass Storage Bunker (28).

Attachment 1

The design also allows the delivery of clean cardboard loads directly to the Clean Load Tip Floor (blue triangle B). That material will be loaded onto a conveyor (27) that will be a direct feed to the baler (26).

In addition to the equipment shown on the diagram, dust hoods will be installed over the points at which the material makes a significant vertical drop onto another piece of equipment in order to contain the dust generated by this transition. An example would be where the incoming material drops onto the OCC Screen (8). If required in the future, these dust hoods could be connected to a dust handling system.

Operations during MRF Conversion

It appears as if the MRF will be out of service for 4-6 months during the construction. We are working with Machinex to minimize the down time including conducting the soil borings that are needed to design the building extension before a final agreement is reached. SOCRRA staff is evaluating our alternatives for handling recycling generated by the SOCRRA communities during the time the MRF is not operating. The alternatives being evaluated include the direct delivery of recycling by our contractors to the ReCommunity recycling facilities on Eight Mile in Southfield or on Groesbeck in Roseville and loading the recyclables into transfer trailers and transporting the material to other locations, both within Michigan and in other states or Canada for processing. When the schedule for the MRF down time becomes final, we will conduct an RFP process in order to develop the best alternative. It appears that we will have to pay a processing fee for our recycling that may be partially offset by a credit depending on what happens with commodity prices. The residents of the member communities will see no change in recycling service during this period. We will not be offering tours of the MRF during construction.

Costs of MRF Conversion

A high level summary of the costs of the MRF conversion is displayed in the table below:

<u>Building Components</u>	<u>Cost</u>
Base Building	\$2,971,900
Tip Floor retention walls	\$ 237,000
Electrical Service Upgrade	\$ 188,000
Tour platform on second floor of MRF	\$ 178,600
LED Lighting	\$ 24,700
Vertical Platform Lift	\$ 35,500
Total Building Modifications	\$3,635,700
<u>Equipment Components</u>	
Base System	\$3,139,900
Enhanced Glass Clean-Up System	\$ 266,800
Dust Hoods	\$ 34,500
Total Equipment	\$3,441,200
Contingency	\$ 838,900
TOTAL PROJECT	\$7,915,800

Attachment 1

The total costs include contingencies of 10% on the building costs, 8% on equipment costs and \$200,000 for upgrading of the existing MRF office, break room, bathroom and scale room areas. The total project cost of \$7.9 million was used in the economic analyses discussed below.

Economics of Single Stream Recycling

RRS has completed an economic analysis of the Machinex MRF conversion project and the proposal provided by ReCommunity to have SOCRRA's recycling processed at the ReCommunity facilities. The summary of the economic analysis of these projects is attached. A high level summary is that the base case for the Machinex project, see discussion below, has a positive net present value (NPV), which is defined in the RRS report, over the 15 year analysis period. The ReCommunity proposal has a large, negative NPV when examined over the same time period. This means that comparing the two proposals, it would be in SOCRRA's economic interest to select the Machinex project. The positive NPV for the Machinex project indicates that it would be a positive investment for SOCRRA over the 15 year period.

The base case for the Machinex project uses current commodity prices and no third party recyclable tonnage. The RRS report also presents two other cases: using 5 year average commodity prices, which are significantly higher than the current commodity prices; and bringing in 1,000 tons per month of third party recyclables. This type of volume could be obtained from Rizzo Services or other companies that collect recycling. Either of these cases result in a significantly higher NPV compared to the base case.

The NPV analysis includes the cost of depreciating the value of the investment over a 15 year period with a 25% salvage value and a \$4 per ton equipment replacement fee. The NPV analysis looks only at the MRF operations and does not include the cost of collection of recyclables or disposal costs that are avoided by disposing of less material due to higher levels of recycling.

SOCRRA staff modeled the rates that SOCRRA would charge the member communities with a single stream MRF in operation. For the 2015/16 budget, MRF expenses are only 6.5% of SOCRRA's total expenses. In the budget, the MRF provided a net benefit of \$362,600 to SOCRRA.

Using the 2015/16 budget as a base, we added the incremental expenses, revenues and savings estimated for single stream operation, assuming that we were processing 32,000 tons of recycling per year. These are summarized in the table below.

Incremental Expense	Amount
Recycling Collection Costs	\$ 290,000
Operating Costs	<u>\$ 220,000</u>
TOTAL EXPENSES	\$ 510,000
Incremental Revenue/Savings	
Avoided Disposal Costs	\$ 260,000
Incremental Sale of Recyclables	<u>\$ 924,000</u>
TOTAL REVENUE/SAVINGS	\$1,184,000
NET REVENUE/SAVINGS	\$ 674,000

Attachment 1

This annual savings in operating expenses requires an investment of \$12.8 million for the recycling carts and to perform the MRF construction. Financing those costs is discussed in the next item in this agenda package. If these costs are financed over 10 years at 3.5% interest, the annual costs would be \$1,522,000. This results in a net increase of SOCRRA's annual costs of \$848,000 which would result in a 5% increase in the rates charged to the member communities. This would be the equivalent of \$0.63 per household per month.

Intangibles of Single Stream Recycling

In addition to the economic implications of converting to single stream recycling, there are several intangible benefits of doing the conversion:

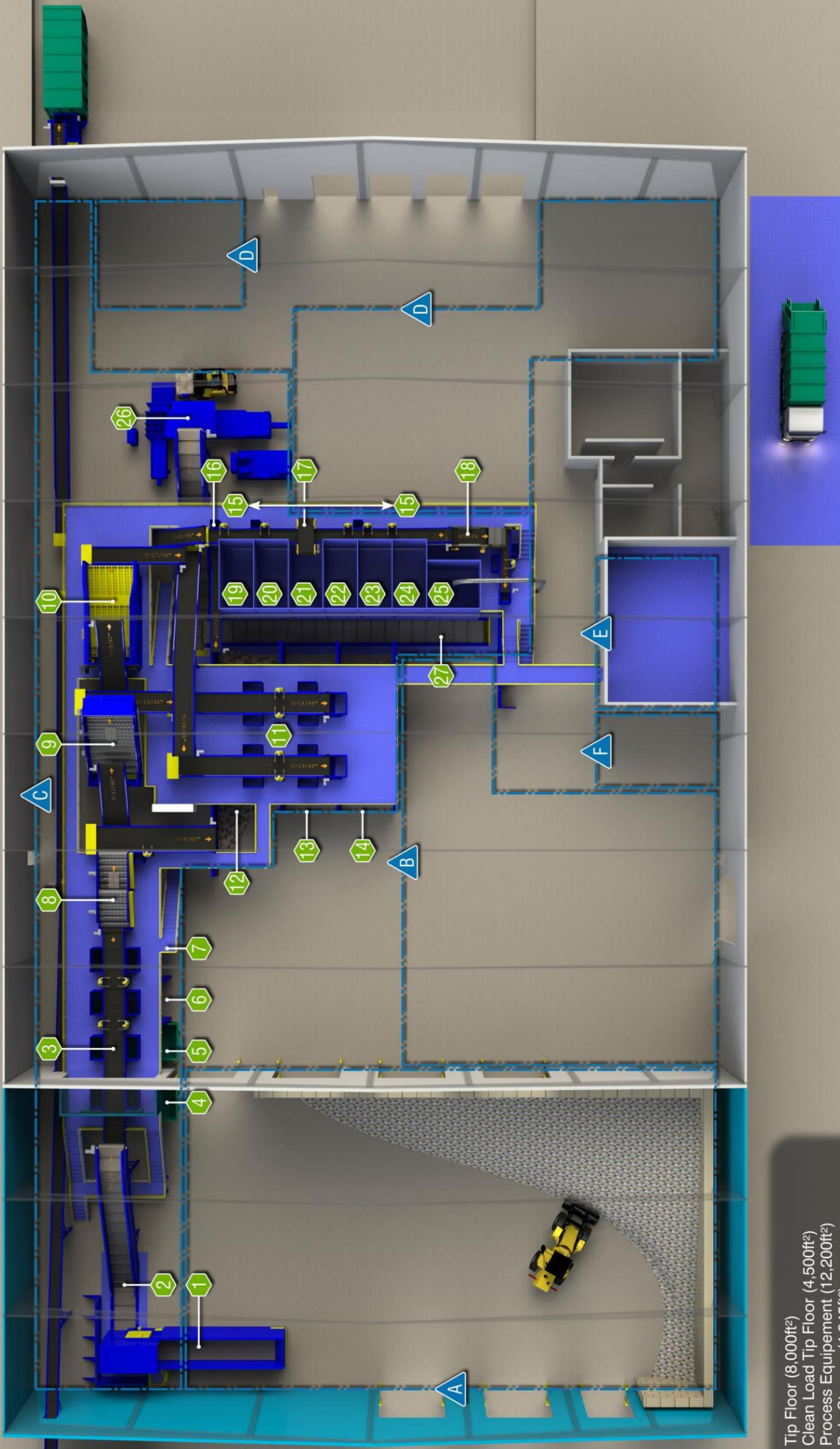
- We have demonstrated in Beverly Hills and Huntington Woods that providing recycling carts to residents is a strong source of resident satisfaction.
- The concept behind SOCRRA is the member communities working together to provide high quality solid waste services for their residents. Providing single stream recycling with carts is currently the best method of performing recycling.
- Owning a recycling facility allows SOCRRA to capture the potential economic benefits of higher commodity prices and revenue from third party tonnage. These potential revenue increases would serve to lower the fees charged by SOCRRA to the member communities.
- Owning a recycling facility allows SOCRRA to continue a stable long term recycling program that is not subject to decisions made by third party vendors.
- This would allow the SOCRRA communities to control their own destiny regarding recycling.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on the MRF Single Stream Conversion be received and filed."

Attachment 1



- 1 Drum Feeder
- 2 Incline
- 3 Pre-Sort
- 4 Bulky Ferrous Roll-Off
- 5 Bulky Rejects Roll-Off
- 6 Film Bunker
- 7 Rigid Plastic Bunker
- 8 OCC Screen
- 9 Mach One ONP Screen
- 10 Mach Ballistic Separator
- 11 Fiber Sorting Lines
- 12 OCC Bunker
- 13 Mixed Paper Bunker
- 14 ONP Bunker
- 15 Container Sorting Line
- 16 Fiber Return Station
- 17 Magnet
- 18 Eddy-Current
- 19 HDPE (Color) Bunker
- 20 HDPE (Natural) Bunker
- 21 Steel Bunker
- 22 Pet Bunker
- 23 Mixed Plastics Bunker
- 24 Tetra/Aseptic Bunker
- 25 Aluminum Bunker
- 26 Baler
- 27 Clean Load/Direct Baler
- 28 Glass Cleanup System/
Glass Storage

- A Tip Floor (8,000ft²)
- B Clean Load Tip Floor (4,500ft²)
- C Process Equipment (12,200ft²)
- D Bale Storage (4,345ft²)
- E Education Center (Two Floors)
- F Maintenance & Part Storage Aread (500ft²)



memo

DATE: April 6, 2016
 TO: Jeff McKeen, SOCRRA
 FROM: David Stead, Vice President
 RE: Financial Net Present Value (NPV) Analysis for Machinex

PROJECT MEMO

The purpose of the financial model is to aggregate the information provided in the proposals as amended from the original proposal based on SOCRRA requested changes to the baseline proposal, and project the costs and revenues over fifteen years. Capital costs are amortized at 3.5% over 10 years for equipment and building modifications, respectfully.

The processing operating costs, residue disposal costs, annual capital costs and Equipment Replacement Fund costs are subtracted from the annual revenue generated from the sale of recovered materials. Third party Net Revenues were not added to the Net Revenue total. The current agreement with Machinex was evaluated using a residue rate of 12%. Where applicable costs and the ACR escalate at the CPI rate of 2.29%.

Table 1: Assumptions

Annual Tonnage Increase	Year 1	Year 15
County Tons	30,000	30,000
Total Tons	30,000	30,000
Third Party Tons	12,000	12,000
Third Party Tip Fee	\$50	
Residue Rate	12.00%	
Contractor Residue Disposal Rates	\$21.29/ton	
Average Commodity Value	\$75	
Capital Amortization Period	10	
Interest Rate	3.50%	
Discount Rate	3.50%	
CPI Annual Increase	2.29%	
Annual Fuel Adjustment Rate	3.40%	
Residual Value Percentage	25%	
Depreciation(DB) Period - Years	15	
DB Life of Building - Years	25	
DB Life of Equipment - Years	15	

Attachment 1

The proposal from Machinex has the following terms.

Capital Costs/Construction

- New MRF Equipment = \$3,441,189
- Machinex costs for Building Modifications increased to \$3,488,348 (includes up-grade to 2nd floor education area) incorporated into capital cost.

Table 2: Base Capital Proposal

i. SOCRRA MRF New Equipment	\$3,139,849
ii. SOCRRA MRF Building Upgrades	\$2,971,907

Table 3: Additional Capital for Equipment and Building Additions and Modifications

BUILDING MODIFICATIONS	
TIP FLOOR EXPANSION - INCLUDE EXPANSION TO BUILDING	\$236,998
TIP FLOOR RETENTION WALL - 160 LINEAR FEET OF 12'-0" HIGH FIXED	\$187,985
TOUR - SECOND LEVEL TO EDUCATION ROOM AND NECESSARY CATWALKS TO REACH SORTING LINES. A CREDIT IS AVAILABLE IF CCTV SYSTEM IS NOT RETAINED AS A REPLACEMENT OF THE TOUR PLATFORM	\$178,646
LED LIGHTS – UPGRADE ALL ORIGINALLY PROPOSED LIGHT TO LED	26,640
VERTICAL PLATFORM LIFT – INTEGRATION OF A VERTICAL PLATFORM LIFT FOR WHEELCHAIR ACCESSIBILITY TO SECOND FLOOR (AMERIGLIDE TYPE)	35,518
EQUIPMENT MODIFICATIONS	
GLASS CLEAN-UP SYSTEM: ENHANCED	\$266,805
DUST HOODS OVER OCC SCREEN, ONP SCREEN AND BALLISTIC SEPARATOR	\$34,535
TOTAL	\$817,971
CAPITAL ESTIMATE WITH MODIFICATIONS	
Processing Equipment	\$3,441,189
Building Modifications	\$3,635,693
Contingency	838,864
TOTAL CAPITAL	\$7,915,746

Processing

- 30,000 tons of annual throughput
- 100% revenue to SOCRRA
- 3rd party tons – 12,000 Tons.

Attachment 1

Annual revenues are calculated by multiplying the marketable quantity of recyclables (Total quantity minus the residue) by the predetermined Average Commodity Revenue (ACR) of \$75 per ton. It should be noted that the projections are very sensitive to price fluctuations of commodity value. The annual operating costs are based on the estimated labor required to operate each system as proposed by the vendor utilizing SOCRRA's labor cost structure. The annual operating cost does not include electricity use, maintenance, fuel or contributions to an equipment replacement fund. It was assumed that these cost are equal across all proposals. The residual disposal cost is based on the SOCRRA's cost of disposal at \$21.29/ton and a 12% residual rate.

Table 4: Operating Cost Estimate (5 days at 8 hr./day)

Proposal	# of Sorters	# of Sorting Supervisors	Maintenance	Equipment Operators	# of Utility Recyclers	MRF Foreman	Total Hourly Labor Costs	Annual Operating Cost
Machinex	15	1.50	2.5	2.5	2	0.75	\$333.78	\$1,020,766

Labor Costs	Rate
Sorter	\$11.25
Sorting Supervisor	\$12.63
Utility Recycler	\$14.33
Equipment Operators	\$18.99
Maintenance	\$20.68
MRF Foreman	\$24.33
FICA/W Comp	12.03%
TOTAL BENEFITS	35.00%
OPERATING COSTS	
	Per Ton
Bale Wire	\$2.50
Fuel	\$1.00
Electricity/Utility	\$2.61
Maintenance	\$5.00
Equip Replacement	\$4.00
Residuals	\$2.55
TOTAL	\$15.11

NET PRESENT VALUE ANALYSIS

The net annual 15-year revenues (or costs) are converted to a net present value (NPV). A Capital Residual Value was calculated by depreciating the capital expenditures, including the MRF Building/Grounds Capital Upgrades, over a 15-year period with a 25% salvage value using a fixed-declining balance method. This Capital Residual Value is credited against the NPV amortized cost for the purpose of calculating the NPV.

Attachment 1

Net Present Value (NPV) is the difference between the present value of cash inflows and the present value of cash outflows. NPV is used in capital budgeting to analyze the profitability of a projected investment or project. A positive net present value indicates that the projected earnings generated by a project or investment (in present dollars) exceeds the anticipated costs (also in present dollars). Generally, an investment with a positive NPV will be a profitable one and one with a negative NPV will result in a net loss.

Determining the value of a project is challenging because there are different ways to measure the value of future cash flows. Because of the time value of money (TVM), money in the present is worth more than the same amount in the future. This is both because of earnings that could potentially be made using the money during the intervening time and because of inflation. In other words, a dollar earned in the future won't be worth as much as one earned in the present.

The discount rate element of the NPV formula is a way to account for this. An enterprise may often have different ways of identifying the discount rate. Common methods for determining the discount rate include using the expected return of other investment choices with a similar level of risk (rates of return investors will expect), or the costs associated with borrowing money needed to finance the project.

The following table shows the resulting NPV, using 30,000 tons, a 12% waste residue rate, \$75/ton baseline ACR, and including annual capital costs. The Total Net Present Value (NPV) for the Baseline Machinex proposed MRF is \$1,993,965. An increase in the commodity value (ACR) to a historical average of \$105/ton demonstrates a much higher NPV. The addition of third party tonnage improves the Baseline NPV.

**Table 5: NPV with, Avg. ACR - \$75, Baseline - 30,000 Tons
includes MRF Building/Equipment Capital Amortization
(* Does NOT include all Equipment Operating Costs)**

COMPANY	Scenario Scenario	ACR Revenue Share	15-yr Total NPV without Residual Value	Year 1 Annual Operating and Capital Costs	Year 1 Annual Revenue Including Tip Fee	Year 1 TOTAL NET REVENUE- (COST)
Machinex*	Baseline	\$75.00	\$1,993,965	\$(1,948,344)	\$1,980,000	\$31,656
Machinex*	Baseline	\$105.00	\$12,577,887	\$(1,948,344)	\$2,772,000	\$823,656
Machinex*	3rd Party Tons	\$75.00	\$14,729,896	\$(2,387,308)	\$3,372,000	\$984,692
ReCommunity Option C 80% Revenue Share	Baseline	\$75.00	\$(10,422,598)	\$(2,363,928)	\$1,584,000	\$(779,928)

The ReCommunity proposal to process material at a third party MRF results in a poor NPV due to the higher processing tip fee relative to the operating costs of SOCRRA and a lower revenue.

Attachment 2

April 7, 2016

Board of Trustees
SOCRRA

Subject: Financing of Single Stream Recycling

Board Members:

In order to convert to single stream recycling, SOCRRA will need to finance the costs of buying the 65 gallon recycling carts and the costs of the MRF Single Stream conversion project. SOCRRA, in turn, will need to recover these costs from the member communities, from the sale of incremental recycled material from the single stream MRF or from revenue generated by charging a processing fee to third parties for recyclables that they bring to the MRF. For the purpose of the following analysis, I am assuming that there will be no incremental revenue, either from increased tonnage or from third party recyclables. This is a worst case scenario. To the extent that additional revenue is generated by the single stream MRF, the charges discussed below would be reduced, either in amount or in duration.

The total cost of buying recycling carts and converting the MRF to single stream operation is estimated at \$12.9 million. Our economic analysis assumes that this amount will be financed at 3.5% interest over a 10 year period. This also assumes that SOCRRA does not receive any grant funding for the purchase of the recycling carts. The total capital costs that would be allocated to each community, the monthly payments that would be required from each community to finance the capital cost over a 10 year period and the resulting cost per household per month are displayed in the table below. The cart costs were allocated to the member communities on a per household basis, the MRF conversion costs were allocated on a contributed tonnage basis for the current fiscal year through March.

<u>Community</u>	<u>Households</u>	<u>Total Capital Cost</u>	<u>Monthly Payment</u>	<u>Cost Per Household Per Month</u>
Berkley	6,304	\$ 725,609	\$ 7,175	\$1.14
Beverly Hills	4,227	\$ 485,844	\$ 4,804	\$1.14
Birmingham	9,401	\$ 1,223,976	\$ 12,104	\$1.29
Clawson	5,410	\$ 607,233	\$ 6,005	\$1.11
Ferndale	10,135	\$ 1,231,631	\$ 12,179	\$1.00
Hazel Park	6,488	\$ 708,514	\$ 7,006	\$1.08
Huntington Woods	2,438	\$ 219,494	\$ 2,171	\$0.89
Lathrup Village	1,648	\$ 217,645	\$ 2,152	\$1.31
Oak Park	9,774	\$ 1,105,157	\$ 10,929	\$1.12
Pleasant Ridge	1,169	\$ 159,905	\$ 1,581	\$1.35
Royal Oak	27,775	\$ 3,057,103	\$ 30,231	\$1.09
Troy	<u>27,348</u>	<u>\$ 3,174,496</u>	<u>\$ 31,392</u>	<u>\$1.15</u>
	114,117	\$12,000,805	\$127,739	\$1.12

Attachment 2

The costs per household per month are lower for Huntington Woods because they have previously purchased recycling carts for all of their residents. Among the other communities, the cost per household is lower for communities that have a lower than average contributed tonnage and higher for communities that have a higher than average contributed tonnage.

Mr. Davis will be presenting a legal opinion at the April Board meeting that addresses the methods that could be used by either SOCRRA or the member communities to finance the single stream conversion project.

SOCRRA staff is exploring a number of alternatives for obtaining the financing for both the MRF conversion and for the purchase of recycling carts. We are in discussions with several banks and a credit union regarding the entire project. There are also several companies that provide financing for cart purchases. In addition, we have had very preliminary discussions with a company, Icon International, which provides barter type transactions to fund corporate expenses. As an example, they could link our project with Pepsi by stamping the Pepsi logo on the recycling carts and sending recycled PET from our MRF to Pepsi to be turned into new bottles. Pepsi would pay for all or part of our single stream project in exchange for those services. This is comparable to how the Huntington Woods Men's Club financed most of the cost of the recycling carts for Huntington Woods in exchange for a stamp on the side of the recycling carts. If this concept is acceptable to the Board, we will work with Icon to develop a proposal to bring to the Board at a future meeting. SOCRRA staff will continue to further develop these financing alternatives.

I am proposing to ask for Board approval at the May 11 Board Meeting of both the contract to convert the MRF to single stream operation and a financing plan for the MRF conversion. I plan to ask for approval of the cart purchase and the associated financing in late 2016.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on Financing of Single Stream Recycling be received and filed."

**Cancellation of Contract for Building Department Services
With the Village of Beverly Hills and Southfield Township**

April 28, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

The building department started performing inspections for the Village Beverly Hills and Southfield Township in November of 2011. Originally, this was meant to be temporary assistance but it evolved into an agreement for the Royal Oak Building Department to provide all building department functions for the village and township in March of 2014.

This worked well for all parties initially. However, with the building boom we are seeing today, it is becoming more and more difficult for us to properly serve Royal Oak customers. Plan reviews have been delayed and inspections have been rescheduled due to inspections in Beverly Hills and Southfield Township. Because of the distances involved, it takes much longer to do some inspections, particularly in the township, than it does to do similar work in Royal Oak.

Our contract for building department services with the Village Beverly Hills and Southfield Township requires the city to provide sixty days (60) notice in order to cancel the contract. We suggest we give the required notice plus an additional thirty (30) days (90 total). This should provide them with adequate time to make other arrangements for inspection services.

The following resolution is recommended for approval:

Be it resolved, the Royal Oak City Commission directs the city attorney's office to provide ninety (90) days notice to both the Village Beverly Hills and Southfield Township of the city's intent to cancel the contract for building department services.

Respectfully submitted,
Jason Craig
Building Official

Approved,



Donald E. Johnson
City Manager

**Proposed Settlement Agreement
Disputed Water Bill
31253 Woodward Avenue**

May 2, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

In 2011, the City of Royal Oak installed a new water meter at 31253 Woodward Avenue, at what is now known as The Avenue Family Restaurant. Due to an error in coding the water meter into the city's billing system new bills showed an artificially reduced amount of water use. Consequently, the billed amounts were substantially lower. The city discovered the error when it worker inspected the meter last year and the account was subsequently reconciled.

Since discovering the error the City Attorney's Office notified the owner's attorneys and have subsequently prepared a proposed settlement (Attachment 1). The agreement proposes that the owners will pay the city the full amount of the water used, calculated at \$60,480.80 in a lump sum, with the city agreeing not to pursue interest or penalties, should the city approve the settlement.

I recommend adoption of the settlement as a fair resolution of the issue for both parties. Should the city commission desire to adopt the proposed settlement, the following resolution has been drafted for your review:

Be it resolved, the proposed settlement between the City of Royal Oak and Timothy Derda and Barbara Derda, concerning water use and billing at 31253 Woodward Avenue, Royal Oak, Michigan is approved.

Respectfully submitted,



Mark O. Liss
Interim City Attorney

1 Attachment

Attachment 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made this ____ day of ~~April~~, 2016, by and between the 31253 Woodward, LLC (hereinafter referred to as “31253 Woodward”), a Michigan limited liability corporation whose place of business is located at 31253 Woodward Ave, Royal Oak, Michigan, Timothy and Barbara Derda (hereinafter referred to as the “Derdas”), whose place of business is located at 31253 Woodward Ave, Royal Oak, Michigan, the City of Royal, the City of Royal Oak Water Department, City Council Members, elected or appointed officials, employees, consultants and agents, (collectively referred to herein as “the City”) and whose address is 211 South Williams St, Royal Oak, Michigan. (31253 Woodward, the Derdas and the City shall collectively be referred to as “Parties” and individually may be referred to as “Party”).

WHEREAS, the Derdas and 31253 Woodward conduct business in the City at 31253 Woodward Ave, Royal Oak (herein after referred to as the “Location”) and receive water at the Location from the City under account number 1114600901 (“Account”);

WHEREAS, in March 2011, the City installed a new water meter at the Location, but incorrectly set its computers to recognize the new meter as only a four digit meter, instead of a five digit meter that it was;

WHEREAS, the City’s mistake resulted in the Derdas and 31253 Woodward receiving water bills that only reflected a portion of the water used by them;

WHEREAS, there is a dispute between the Parties as to the total amount owed by the Derdas and 31253 for the amount of water used by them since March 2011; and

WHEREAS the Parties have reached a settlement and are desirous of resolving all potential disputes pursuant to the terms and conditions herein contained:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Attachment 1

1. Payment to the City. 31253 Woodward agrees to pay the City the sum of Sixty Thousand Four Hundred and Eighty Dollars and Eighty Cents (\$60,480.80) (“Settlement Amount”). Payment to the City shall be made on or before ~~April 30~~, 2016. This amount shall represent all amounts due under the Account as of the date of this Agreement, including any and all water usage up to the date of this Agreement.

2. Releases. In exchange for the consideration expressed in this Agreement, and upon signing of this Agreement, the City, for itself, its personal representatives, administrators, heirs, assigns, subsidiaries, parent corporations, affiliated or related entities, and all of the foregoing’s respective officers, directors, agents, members, shareholders, representatives, attorneys, employees, heirs, successors or assigns, both past and present, hereby release, acquit and forever discharge the Derdas and 31253 Woodward, their successors, personal representatives, heirs, administrators, assigns, agents, attorneys, insurers, officers, directors, shareholders, subcontractors, employees and related parties and entities of each, of and from any and all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, penalties, costs, attorney fees, agreements, arrangements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, claims, demands or other liability or relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, whether in law or in equity, that they ever had, now have or hereafter can, shall or may have, by reason of or arising out of the Account as of the date of this Agreement.

3. Covenant Not to Sue. The Parties agree not to, in any way, commence, aid, assist in prosecute or cause or permit to be commenced against the other Parties any litigation, charge, petition, arbitration, appeal or other proceeding related to the Account as of the date of this Agreement, except if necessary to enforce this Agreement.

Attachment 1

6. No Admission of Liability or Wrongdoing. The terms of this Agreement are not, and should not be construed as, an admission of liability or wrongdoing on the part of any Party, and each Party in fact denies any wrongdoing or liability to the other.

7. Voluntary. This Agreement is freely and voluntarily entered into by the Parties without any duress or coercion and after each party had an opportunity to consult with counsel. Each party has carefully and completely read all of the terms and provisions of this Agreement. It is intended to be construed in a neutral, objective fashion. This Agreement is, and shall be deemed to be, the product of joint drafting by the Parties hereto and shall not be construed against any of them as the drafter hereof.

8. Entire Agreement. This Agreement represents the entire agreement between the Parties, and supersedes all prior negotiations, agreements, representations or understandings between the Parties whether oral or written.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective heirs, successors and assigns.

10. Michigan Law and Jurisdiction. Michigan law shall govern the interpretation and enforceability of this Agreement. Further, the Parties agree that any litigation necessary to enforce this Agreement shall be properly within the jurisdiction of the Oakland County Circuit Court in the State of Michigan.

10. Execution. This Agreement may be executed in counterparts, and by facsimile or email.

11. Amendment and Waiver. This Agreement may be amended only by written instrument signed by the Parties hereto. No provisions of this Agreement may be waived except by an instrument in writing signed by the Parties sought to be bound. No delay or failure by any party in exercising any right or remedy hereunder shall operate as a waiver therefore, and a waiver

Attachment 1

of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on a subsequent occasion.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intention of being legally bound, effective on the date of the last signature below.

TIMOTHY DERDA



Timothy Derda
Dated: April 19, 2016

CITY OF ROYAL OAK

By:
Its:

Dated: ~~April~~ __, 2016

BARBARA DERDA



Barbara Derda
Dated: April 19, 2016

832748

South Main Street Streetscapes Funding Recommendation and Action Plan Addressing Property Owners Concerns

May 1, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

In April, the city held a public hearing of assessment for the South Main Street Streetscape project, which is expected to begin construction this summer in conjunction with street resurfacing.

About Streetscape Design

Along with non-motorized/pedestrian and aesthetic considerations, streetscape design requires attention to traffic engineering details and principals. Streetscape designs must comply with federal and state laws, local codes and ordinances and should, at a minimum, provide considerable safety improvements while meeting all established regulations.

Because the Michigan Department of Transportation (MDOT) is providing funding for Royal Oak's street resurfacing, the final design of all streetscape components must be approved by MDOT's standards review team to assure the design complies with applicable regulations and best practices.

In recent years the city has approved plans and policies to enhance non-motorized/pedestrian movements that attempt to rectify issues that contribute to unsafe situations. As such, the engineering division requires the following:

- Implementation of non-motorized/pedestrian best practices must apply to each major construction project, including crosswalks, sight distance, visibility, etc.
- Current design standards include a minimum 25-foot radius at intersections along with 'bumpouts' (both best practice and city policy) to safely separate on-street parking from side street movements and reduce the width of street crossings for pedestrians.
- Current zoning regulations dictate how close a driveway can be from an intersection as well as the size of driveways.
- Zoning regulations dictate where and how parking can be provided on private property.

Best Green Practices

Bio-retention cells are also included in the South Main Street Streetscape project that will collect and allow storm water to infiltrate into the ground. This "green" best practice feature will be installed in six locations on the west side of Main Street without negatively affecting other existing utilities.

Community Input

Engineering does its best to adapt to changes throughout the design process to include the needs of property/business owners and developers along the route while maintaining an established standard design. A variety of options and potential scenarios are considered so that the final constructed product is consistent, safe and will not require future major reconstruction.

The city has, in extreme cases, revised or modified streetscape design standards due to property owner concerns, including the elimination of trees and reduction of hard surfaces. In such instances, the property owner is required to install and maintain additional right-of-way street furniture for plantings, or landscaping at the owner's expense in lieu of the standard layout. An agreement to install the standard features in the future, should conditions change, is required.

An overview of on-street parking is discussed in Attachment 1. The situation at 1224 S Main (Carpet One) is discussed in Attachment 2. A review of 1000 S Main (Main & Hudson Service) is discussed in Attachment 3, and finally parking at 919/925 S Main (B&B Collision) is discussed in Attachment 4.

Additionally the commission requested that staff review the proposed financing and special assessment of streetscape for this project. For this discussion see Attachment 5.

Respectfully submitted,
Timothy Thwing
Director of Community Development

Matthew J. Callahan, P.E.
City Engineer

Approved,


Donald E. Johnson
City Manager

Attachment 1

Street Parking

A review of existing and proposed on-street parking was done for S Main Street between 10 Mile and Lincoln. As shown in the attached table.

S. Main Street Parking Review				
West side				
From	To	Existing spaces	Proposed Spaces	Net Change
10 Mile to	Tiffany Lane	0	0	0
Tiffany Lane	Allenhurst	0	0	0
Allenhurst	W. Kenilworth	12	12	0
W. Kenilworth	W. Parent	6	5	-1
W. Parent	W. Harrison	6	8	+2
W. Harrison	W. Hudson	3	5*	+2
W. Hudson	W. Lincoln	15	16	+1
		42	47	+4
East side				
From	To	Existing spaces	Proposed Spaces	Net Change
10 Mile to	Maryland	0	0	0
Maryland	Rhode Island	0	0	0
Rhode Island	E. Kenilworth	21	21	0
E. Kenilworth	E. Parent	8	8	0
E. Parent	E. Harrison	7	7	0
E. Harrison	E. Hudson	12	9	-3
E. Hudson	E. Lincoln	13	14	+1
		61	59	-2
Overall Increase/ (decrease)				+2

*Requires closing driveway to Main/Hudson Auto Repair

It was indicated during public comment that some on-street parking was being eliminated near certain businesses. Based on the table, there is a net increase of two (2) on-street parking spaces created by this project. The city did not review parking on the adjacent side streets however parking allowed.

According to the planning division, the businesses along the project are required to provide off-street parking under the zoning ordinance. Some of the businesses have been granted variances or have non-conforming status. It is safe to say that a significant amount of free on-street parking has been provided by the city. A cursory review of this on-street parking indicates that it is regularly underutilized.

Attachment 2

Driveway at 1224 S. Main - Carpet One/Main Floor Covering

As requested by the city commission, a review of proposed project plan as it relates to 1224 S. Main was done.

This particular address is at the NW corner of S Main Street and Kenilworth.

Current conditions: The property currently has five standard parking places and one handicap accessible parking space that are accessed directly from Main Street. An additional paved area does not have access across a drive approach or meet minimum dimensional standards so it can not be considered a parking space. The entire parking layout violates current zoning regulations for access, location and layout. The spaces require backing either in or out across the sidewalk. This layout is considered extremely hazardous to pedestrians. The property currently has approximately a 70' wide approach. Zoning standards allow a maximum of 30' for a commercial property. Part of the approach is also within the zoning required 25' minimum setback from the intersection. The parking spaces require backing into an area defined by AASHTO as the intersection which they recommend for realignment.

The site has access to a two-car parking pull-off on Kenilworth. This pull-off is not recorded as being approved under current city code however it meets engineering construction requirements.

The following options have been discussed with the property owner.

Proposed Plan: The plan includes installing a bump-out at this corner to enhance the pedestrian crossing on Main Street. The crosswalk will be shifted slightly forward in order to straighten the crossing alignment. AASHTO designs standards dictate that parking should not be allowed within 30 feet of the corner radius or the crosswalk. Engineering's standard streetscape designs incorporate AASHTO recommendations. The bump-out also allows for the installation of bio-retention drainage features. The plan provides for one 20 feet wide approach to access the non-compliant parking space. The remainder of right-of-way includes the installation of a tree and street light.

Option 1: Remove 5 feet of stamped concrete and widen the driveway by 5 feet. This will allow access to an additional non-compliant off-street parking space that will still back across the sidewalk.

Option 2: Remove the bio-retention cell, and tree; relocate the light to the south, and widen the approach 10 more feet. This will allow access to an additional non-compliant off-street parking space that will still back across the sidewalk. This option maximizes the approach access to the acceptable AASHTO limits for interfering with an intersection.

Option 3: Eliminate all access to the off-street parking. Potentially sign the on-street spaces for the business parking only (4 spaces) during their normal business hours. Allow the expansion of the Kenilworth pull-off parking by an additional space (3 total spaces) under a license agreement.

It should be noted that options one and two as well as the proposed plan would likely require sidewalk and road modifications in the future should the property redevelop. Option one would require the least amount of work and option 3 would require no future work. The right-of-way

work would likely include removal of the existing approaches eliminating the parking at the front of the building accessed from Main Street and complete the streetscape installation all at the property owner's expense. Completion of streetscape would include installing the light at the plan standard location, installing trees and tree grates at standard locations. Revising and installing curbing and bio-retention drainage structure per the original plan objectives.

Staff recommends following the proposed plan. Should the proposed plan not be selected, staff recommends option 3 which provides seven (7) spaces for the business during business hours and eliminates future expenditures by the property owner should they redevelop.

Attachment 3

Driveway at Main & Hudson Service

As requested by the city commission, a review of proposed project plan as it relates to parking at 1000 S. Main was done.

Current conditions: The property currently has three driveway approaches 30 feet wide or greater. The city has not made any plans for changing the drive approach off W. Hudson, however this approach is 35 feet wide and is too close to the corner of Main Street; both of which violate the zoning ordinance. A cursory review of site indicates parking for approximately 30 vehicles however at any given time the site appears to be only half occupied. The current site parking configuration appears to be adequately laid out for the current use and for staging wreckers. The layout could be reconfigured to maintain the same parking utilizing only two driveways (one off main and one off Hudson). It is estimated that the site receives between zero (0) and five (5) wreckers each day on average and not necessarily simultaneously which does not justify the need for more than two driveways.

Proposed Plan: The propose plan calls for eliminating one of the Main Street driveways and maintaining a single 30 feet wide approach off Main Street along with the approach off W. Hudson.

Option 1: Provide an additional 20 feet wide commercial driveway off of Main Street to the property that aligns with existing on-site aisles

Option 2: Provide an additional 30 feet wide commercial driveway off of Main Street to the property that directs traffic partially into on-site parking spaces.

Option 3: Decrease the length of the bump-out by 15 feet and eliminate the bio-retention cell. Provide an additional 30 feet wide commercial driveway to the property that that aligns with existing on-site aisles.

It should be noted that all options as well as the proposed plan would likely require sidewalk and road modifications in the future should the property redevelop. The right-of-way would likely be required to remove the existing approaches and complete the streetscape installation all at the property owner's expense. Completion of streetscape would include installing trees and tree grates at standard locations; revising and installing curbing and bio-retention cells per the original plan objectives.

Staff recommends the proposed plan. Should the proposed plan not be selected, staff recommends option 1 which provides an additional drive approach that aligns with the on-site parking and aisle ways.

Attachment 4

Parking and tree review at 919/925 S. Main – B&B Collision

As requested by the city commission, a review of proposed project plan as it relates to 919/925 S. Main has been completed.

On-Street Parking:

Current conditions: The property currently has approximately 15 off street parking spaces at the SE corner of Main and Hudson. These spaces are regularly used for parking of vehicles being repaired and not for building employees or guests.

Proposed Plan: The proposed plan calls for installing a standard bump-out at the NE corner of E. Hudson and Main. This reduces the area directly in front of 925 S Main to allow for only two large vehicle or three small cars.

Option 1: Decrease the length of the standard bump-out configuration by ten feet and reduce the corner landscape area. This provides an additional ten feet of area on street parking for three full size vehicles.

Staff recommends the proposed plan. Should the proposed plan not be selected, staff recommends option 1.

Trees: This property owner also requested not installing trees in front of the property due to concerns over the visibility of signage. The current plan calls for installing three (3) trees approximately 45 to 50 feet apart in front of this address. This spacing allows for considerable amount of visibility to existing signage on the front of the building and does not impact visibility of other potential signage locations on the building. Staff recommends the proposed plan for installing the trees.

Attachment 5

Review of Funding options and special assessment for the South Main Streetscapes

As requested by the city commission, funding for streetscapes for this particular project.

Past city practice has been to require adjacent properties to cover the cost of sidewalk replacement or installation. This is outlined in city code 650.

Additionally, the master plan and zoning ordinance call for enhancement along entry corridors. Along Main Street south of Lincoln Avenue adjacent properties have been required to cover 100% of the cost of streetscape installation. This primarily has occurred when properties are redeveloped or when a change of use occurs. Approximately 55% of the streetscape between 10 Mile and Lincoln has been installed by this method. In the past the property owner has been required to pay for minor road widening, all curb and gutter and drainage features, tree and tree grate installation as well as tree irrigation systems, ornamental street lighting and electrical system installation.

The current project requires the removal of utility poles and old DTE lighting as these features are very close to the existing curb line and would lie within the limits of the road if left in place. The locations of these poles are in areas where streetscape has not yet been installed. Replacing street lighting is needed for pedestrian and vehicular safety and visibility. The city has elected to complete the ornamental lighting system in lieu of replacing the needed lights with temporary wood DTE poles and lights.

The current special assessment project will not assess the cost of minor road widening, or curb and gutter work to the district properties. Portions of the electrical lighting system and tree irrigation systems are also not included in the assessment to property owner. Only the sidewalks, drainage features, tree and tree grate installation are included. Grant monies and matching city road funds will fund the road features listed, significantly reducing the assessment costs to property owners. Also, at least two properties (Watkins Management and 1100 S Main) have been required to install streetscape as part of their redevelopment plans. These property owners have expressed that they are amenable to the estimated costs, overall reduced rates and payment plan.

The current project is a federally funded road project. The MDOT grant will cover approximately 40 percent with city matching major road funds and special assessment for streetscape portions covering the remaining amount. MDOT does however have stipulations for grant expenditures regarding roadway features. Replacement of wood poles can be partially funded using MDOT grant monies, however the installation of streetscape and ornamental lighting cannot be covered by MDOT grant funds. MDOT will also not fund tree installation, nor protected parking bays all of which are proposed as part of the project. When included in any MDOT project, these items must be solely funded with additional local agency monies, over and above the required minimum 20 percent match amount.

It has been suggested that the DDA cover the cost of the proposed streetscapes. The DDA is currently funding the streetscapes along the properties either owned by the city, DDA and MDOT. In addition the DDA is covering the cost of any ornamental light replacements that are to be made as well as the initial cost of two street lighting controllers. In the past the DDA has paid for streetscape construction adjacent to properties that, based on their location within the DDA boundary, pay taxes towards and collected by the DDA/TIF. The properties on S. Main do not

pay the DDA tax levy and the DDA does not collect tax increment funds from the adjacent properties. While the DDA could pay for any streetscape, paying for South Main streetscapes would require using funds generated by and collected from other properties in the downtown. It would also be in direct conflict with prior actions and established policies. DDA funding this streetscape project could also open the door to requests from property owners to be reimbursed for previous installed streetscape. Finally, the DDA has already dedicated funding towards other essential projects and no additional funds are available for this project. The DDA could delay funding the streetscape portion adjacent to its 696/Main parcel until that property is developed however the saving would not be sufficient to cover the project. The DDA has chosen to move forward and finish this gateway corridor.

Other funding options include Major Road Funds and General Fund. Neither the major road fund nor the general fund has an additional \$430K to cover this streetscape construction, and it is not currently in the city's 2017 budget for either fund. Traditionally, the city has not used these funding sources for streetscape construction projects.

MDOT no longer issues ISTEAs grants for enhancement projects which used to include streetscape construction. Staff has performed a cursory check and not found any other grants that are available for this streetscape construction project.

Staff recommends following past practice and special assessing the cost of the streetscape construction to the adjacent property owners. While city code dictates that sidewalk assessments shall be limited to a six (6) year payment period, the commission could decide to allow a longer payment period up to 20 years. Road special assessments are typically set for a 15 year payment period.

**Sidewalk Café Applications for
Lily's Seafood (410 South Washington Avenue)
Café Muse (418 South Washington Avenue)**

May 9, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

Applications for modified sidewalk cafés at 410 and 418 South Washington Avenue are presented for review. Lily's Seafood is requesting a license agreement to re-establish a sidewalk café that would encroach into the public sidewalk on the west side of Washington Avenue. The seating area would have an area of approximately 320 square feet and nine tables with seating for 26 patrons (Attachment 1).

Café Muse is also requesting a license agreement to re-establish a sidewalk café on the west side of Washington Avenue. Their seating area would have an area of approximately 238 square feet and nine tables with seating for 24 patrons (Attachment 2).

Sidewalk cafés for both restaurants were previously approved by the city commission. Those seating areas were placed close to the curb between raised tree planters instead of along the front façade of the buildings. The required five-foot path for pedestrian traffic was placed between the building and the café railings rather than on the outside of each café. The tree planters have since been removed and the petitioners are now proposing to place their sidewalk cafés along the front of their respective buildings.

Moving their sidewalk cafes also causes them to have to amend their plans of operation. The police department has conducted reviews for both establishments and memorandum from Lieutenant Moore to City Manager Don Johnson for Lily's (Attachment 3) and Café Muse (Attachment 4) are included. The police department has no objection to the change.

The engineering division inspected each site and determined there would be adequate space for a five-foot wide path for pedestrian traffic between the proposed seating area and nearby streetscape items. Although some of the dimensions on each plan are incorrect the seating areas would comply with required dimensions according to the engineering division.

The seating areas for both cafés would be enclosed by a three-foot high metal railing as indicated on the attached plans.

The following resolution is recommended:

Be it resolved, the city commission hereby authorizes the city attorney to prepare license agreements for Lily's Seafood at 410 South Washington Avenue and Café Muse at 416-418 South Washington Avenue permitting an

encroachment into the public right-of-way of South Washington Avenue for purposes of outdoor seating areas; and

Be it further resolved, the mayor and city clerk are authorized to execute said license agreements when prepared.

Respectfully submitted,
Timothy E. Thwing
Director of Community Development

Approved,

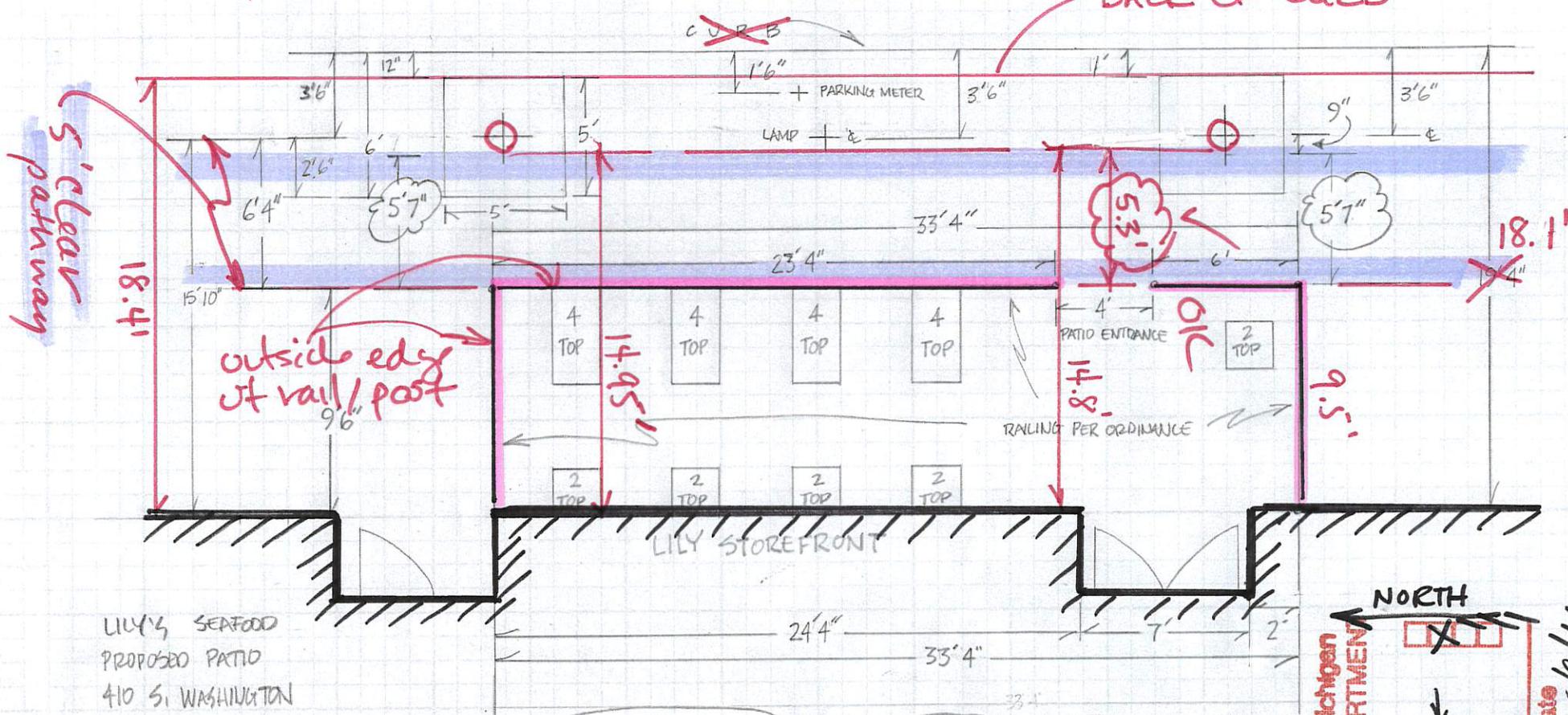
A handwritten signature in black ink, appearing to read "Donald E. Johnson". The signature is written in a cursive, flowing style.

Donald E. Johnson
City Manager

4 Attachments

Attachment 1

- NOTE: 1. Curb is not considered part of sidewalk
 2. Pots/planters or any other device or object cannot be installed placed outside or overhanging ~~the~~ 5' clear path area **BACK OF CURB**



LILY'S SEAFOOD
 PROPOSED PATIO
 410 S. WASHINGTON
 APPROX SCALE 1/4" = 1'
 REVISED & SUBMITTED 5.4.16
 LILYSCFOOD@AOL.COM

DISTANCE FROM PATIO RAILING TO EDGE OF TREE GRATE CENTER OPENING 5'7"

**City of Royal Oak, Michigan
 ENGINEERING DEPARTMENT**

Approved
 Approved except as noted
 Submit Specified item
 Not Approved

Engineer [Signature]
Date 5/9/16

Attachment 2

Notes: 1. Curb is not considered part of sidewalk:
2. POTS/PLANTERS OR ANY OTHER DEVICE OR OBJECT CANNOT BE INSTALLED IN THE 5' CLEAR PATHWAY (INSTALLED, PLACED, OVERHANGING)

North

Washington Ave.

31 feet

BACK OF CURB

Meter

Meter

OPENING IN TREE GRATE

Tree

5 1/2 feet

25 feet

7 1/2 feet

14.5'

9 1/2 feet

POT IS IN FRONT OF ANOTHER BUSINESS

SEE NOTE: 1.

CLEAR PATHWAY

5'

OUTSIDE OF RAIL AND POSTS

19 feet

6 feet

3 1/2 feet

Pot

Pot

Waiting Area

Pot

9 1/2 feet

17.8'

9.5'

City of Royal Oak, Michigan
ENGINEERING DEPARTMENT

Approved except as noted
Submit Specified Item
Not Approved

Engineer

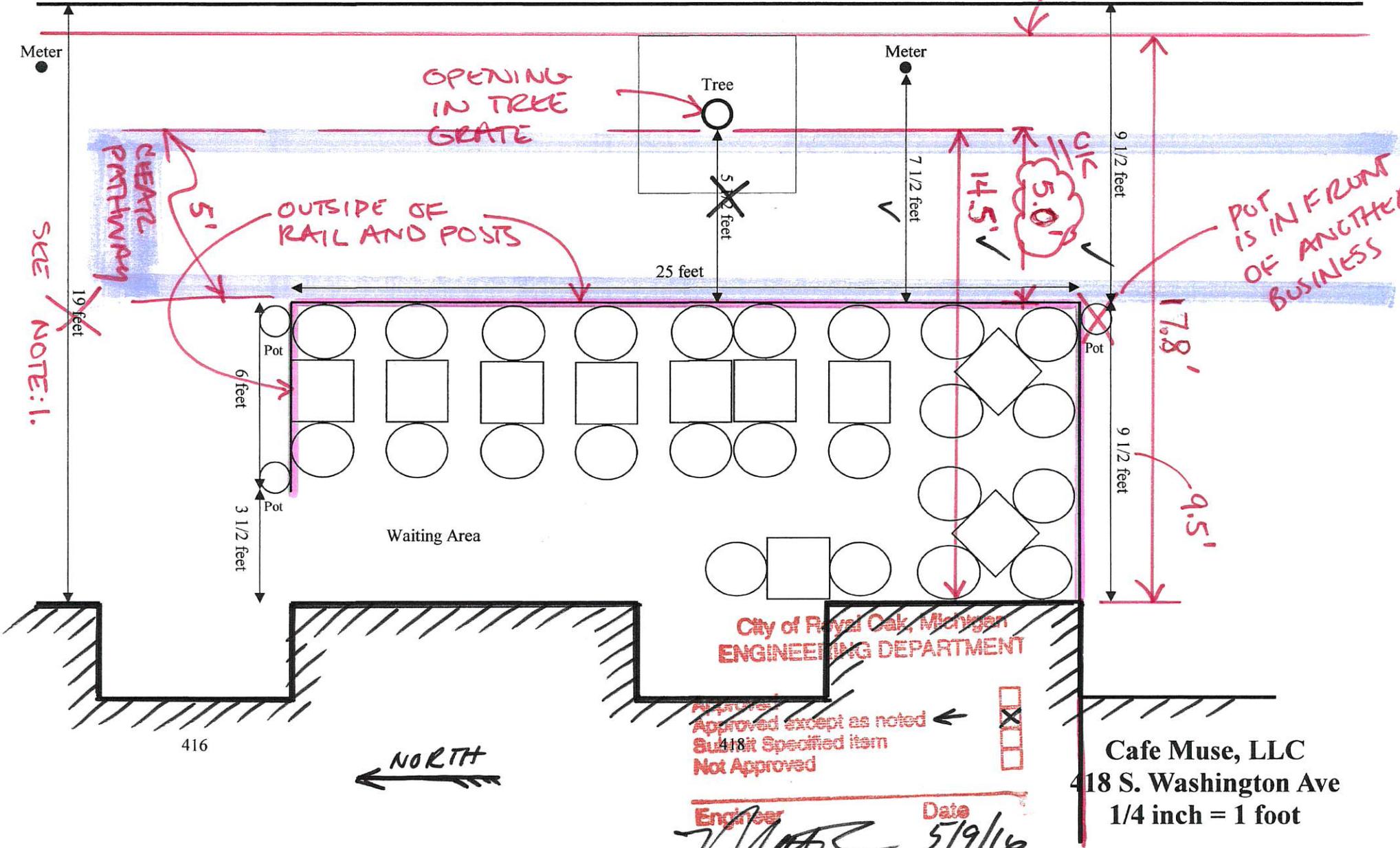
Date

7/11/10 5/9/10

Cafe Muse, LLC
418 S. Washington Ave
1/4 inch = 1 foot

416

NORTH





**Royal Oak
POLICE DEPT**

Royal Oak Police Department
221 E Third Street
Royal Oak, MI 48067
248.246.3521

To: Mr. Don Johnson, City Manager

From: Michael Moore, Lieutenant

CC: Corrigan O'Donohue, Chief of Police *CPB*

Date: 5/6/2016

Re: PLAN OF OPERATION CHANGE FOR LILY'S SEAFOOD

Lily's Seafood, located at 410 S. Washington, has requested to change their plan of operation. Specifically, they are requesting to move their outdoor service area and add an additional 3 bar seats at the interior bar.

Currently, Lily's is approved for an outdoor service area that is located five feet from the front of their business near the curb of Washington Street. They are requesting to move the outdoor service area away from the curb and locate it against their building façade. This move will not affect the size or seating of their current outdoor service area.

In 2013, Lily's was approved to increase seating in their outdoor service area from 12 to 30 seats. They were also approved to move the outdoor service area 5 feet from the front of their building. This was in conjunction with Café Muse's request to move and expand their outdoor service area.

Recently, the city renovated the streetscape on Washington Street, including the removal of two large concrete planters. These planters were originally enclosed within the outdoor service area. The renovations allow for the existing outdoor service area to be moved back to its original location, adjacent to the building.

The proposed changes would eliminate "Cross Access" situations which inhibits optimal pedestrian use of the city sidewalks.

The addition of 3 bar seats at the interior bar would increase the total seating from 148 to 151.

Lily's is a well-run establishment. Over the past year, the police department has responded to five calls for service. The police department does not anticipate these changes to cause any significant strain to police resources and does not object to the requested change.

If approved, applicants will need to comply with all planning, zoning and building requirements and restrictions.

Attachment 3

Approval for this change in the plan of operation is subject to the approval or denial of the Royal Oak City Commission.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Moore", with a long horizontal flourish extending to the right.

Michael Moore, Lieutenant

Attachment 3

LILI'S SEAFOOD
410 S. WASHINGTON

TOTAL CALLS FOR SERVICE – 04/01/2015 – 4/30/2016 = 6

<u>DATE</u>	<u>REPORT/D-CARD</u>	<u>COMPLAINT</u>	<u>SYNOPSIS</u>
5/7/2015	15-16892D	Business Walk	Checks ok.
5/17/2015	15-18273D	Business Walk	Checks ok.
6/30/2015	15-24229D	Open Alarm	Officers found back door open. Cleaning person was on the scene. Checked ok.
2/13/16	16-5399D	Open Alarm	Cancelled per alarm company.
2/17/16	16-5900D	Open Alarm	Cancelled.
3/18/16	16-9554D	Criminal Trespass	Female tried to leave without paying. Caller chased her and brought her back in. Her credit card was declined and she was arguing with the manager at the bar.

PLAN OF OPERATION
LILY'S SEAFOOD GRILL & BREWERY
410 S. WASHINGTON
ROYAL OAK, MI. 48067
MAY 1, 2013

We have received a copy of Royal Oak City Ordinance #90-3 Liquor Control Ordinance for issuance/transfer for Class C Liquor license, understand it's provisions and will be governed by it. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

- I. HOURS OF OPERATION: At present our planned hours of operation will be:
- | | |
|-----------------------|----------------------------|
| Saturday and Sunday | 9:00 a.m. until 2:00 a.m. |
| Monday through Friday | 11:00 a.m. until 2:00 a.m. |

Last call will be 30 minutes prior to closing and last service will be 20 minutes before closing.

II. FORMAT: The premises will be primarily operated as a full service restaurant and brewery, offering a full service bar for clientele: a full service kitchen facility for 148 seated patrons which includes 9 bar seats. The premises will include seasonal outside patio seating for up to 30 guests operating under an annual permit from the City of Royal Oak. The business will pay all required fees and comply with all provisions required to obtain and operate under the permit.

We will occasionally offer small acoustical combos and jazz performers on Saturdays and Sundays from 11:00 a.m. until 4 p.m. and Thursday, Friday and Saturday evenings from 7 p.m. until Midnight.

The gross square footage of this establishment is calculated as approx. 6,689 square feet and consists of approx. 4,778 square feet on the 1st floor and approx. 1,911 square feet on the lower level. The gross square footage encompasses all leased areas including mechanical, food preparation, storage, and employee areas as well as entrance, egress, walkways and dining areas.

We agree to adhere to the provisions of the Entertainment Agreement, which has been signed. It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be 65 / 35.

III. CODE COMPLIANCE: Architectural plans have been submitted and approved by the Building Inspection Department. The Planning Department has approved the sight plan. The premises fully comply with all applicable health, building, zoning and fire codes. Concerns regarding barrier free accessibility have been addressed in the plans and have been implemented.

The Outdoor service Area will operate in accordance with and consistent with all city policies, practices and procedures regulating outdoor service, including, but not limited to:

- a) The Outdoor service Area will not be permanently enclosed;

Attachment 3

- b) The fence and or barricades or rail surrounding the Outdoor Service Area should be anchored in accordance with the Uniform Engineering Anchoring System, as promulgated by the Engineering Department of the City of Royal Oak;
- c) The manner in which the Outdoor Service Area is enclosed shall be subject to inspection by the Police and Engineering Departments;
- d) The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission from April 15 to October 31st;
- e) Wait staff shall transport all alcoholic beverages to/from the Outdoor Service Area.
- f) The Outdoor Service Area will be clean, free of debris and trash, and shall be cleaned at the close of each business day; and
- g) Morton Brothers Inc. d.b.a. Lily's Seafood Grill & Brewery will pay fees in accordance with the City's Sidewalk Cafe License Agreement

IV. PLAN OF OPERATION: It is acknowledged that under Ordinance 90, Section 3, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. SECURITY: Security for the guest, building and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. PARKING: Parking shall be provided as follows:
Monthly parking passes will be purchased.
Employees will be instructed to park in the 6th & Lafayette Structure.
Employees may not park at metered street spaces.
Employees who do not adhere to this policy will face disciplinary actions.

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premise, other than what is dispensed by the establishment.

Attachment 3

2. All staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, slurred speech, aggressive behavior, etc.
3. All staff will be alert to potential problems at their respective areas of the facility.
4. Be polite and courteous to the intoxicated individual. Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper State of Michigan Identification. Signage will be posted at service locations. Patrons must produce proper identification to obtain service. The following procedures will be followed:
 - 5.1 All patrons under 21 years of age will be refused alcohol service.
 - 5.2 Check State Seal and other markings. Check I.D. for damage or alterations.
 - 5.3 Do not return falsified I.D. cards. Notify management immediately.
6. If a patron shows signs of intoxication, service will be refused, policy will be politely explained. Non alcoholic alternatives will be offered. Management will be contacted as necessary.
7. A patron may not purchase alcoholic beverages on behalf of another patron unless staff has already verified that both patrons are of legal age. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premise if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices, if necessary
 - When in doubt, do not serve, consult with management.
9. Observed all patrons leaving property. No open alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving premises. Determine if they are driving, if so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcohol related incidents at the end of the event. Information will be disseminated accordingly.
12. Lily's will provide non alcoholic beverages at reduced prices to patrons identifying themselves as designated drivers.
13. The establishment fully participates and will continue to participate in the T.I.P.S. program. T.I.P.S. (or a similarly recognized program approved by the Royal Oak Chief of Police) certification for all service staff must be completed within 30

Attachment 3

days from date of hire. A record of each front of the house employee's T.I.P.S. certification card will be kept on file and available for inspection by the Royal Oak Police Department within 35 days after the date of hire

- VIII. REFUSE DISPOSAL: The establishment will dispose of refuse in an enclosed dumpster with lid. Pick up will be a minimum of 3 times per week. A water line and spigot will be provided to clean the dumpster area as necessary.
- IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses, neighbors as well as cooperation with the City. Every reasonable effort will be made to solve problems that may arise.
- X. EMERGENCY CONTACTS:
Robert Morton @ (H) 248.398.2964 (C) 248.797.8156
Scott Morton @ 248.336.2063

Date 5.01.2013

Morton Brothers Inc.

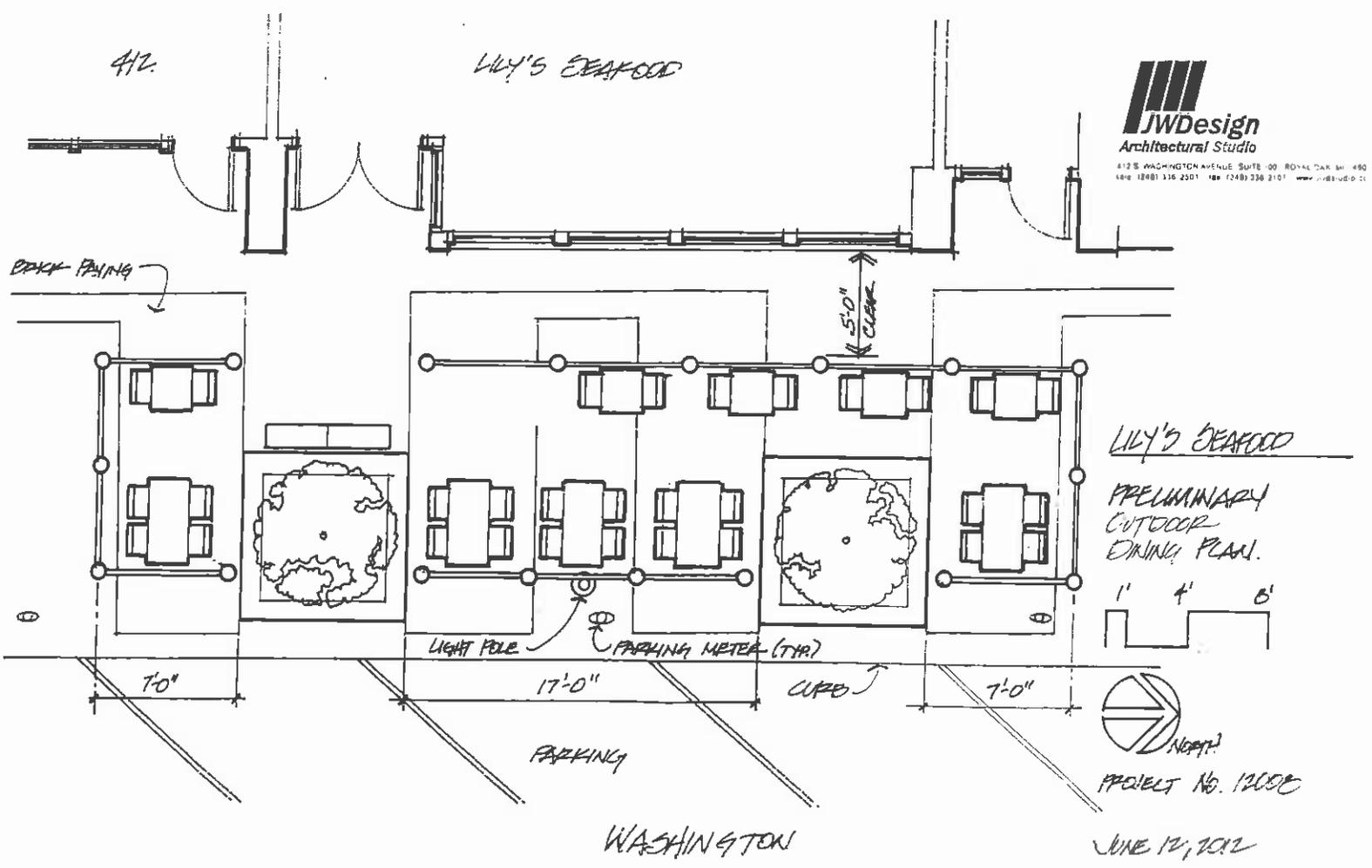
D.B.A. Lily's Seafood Grill & Brewery

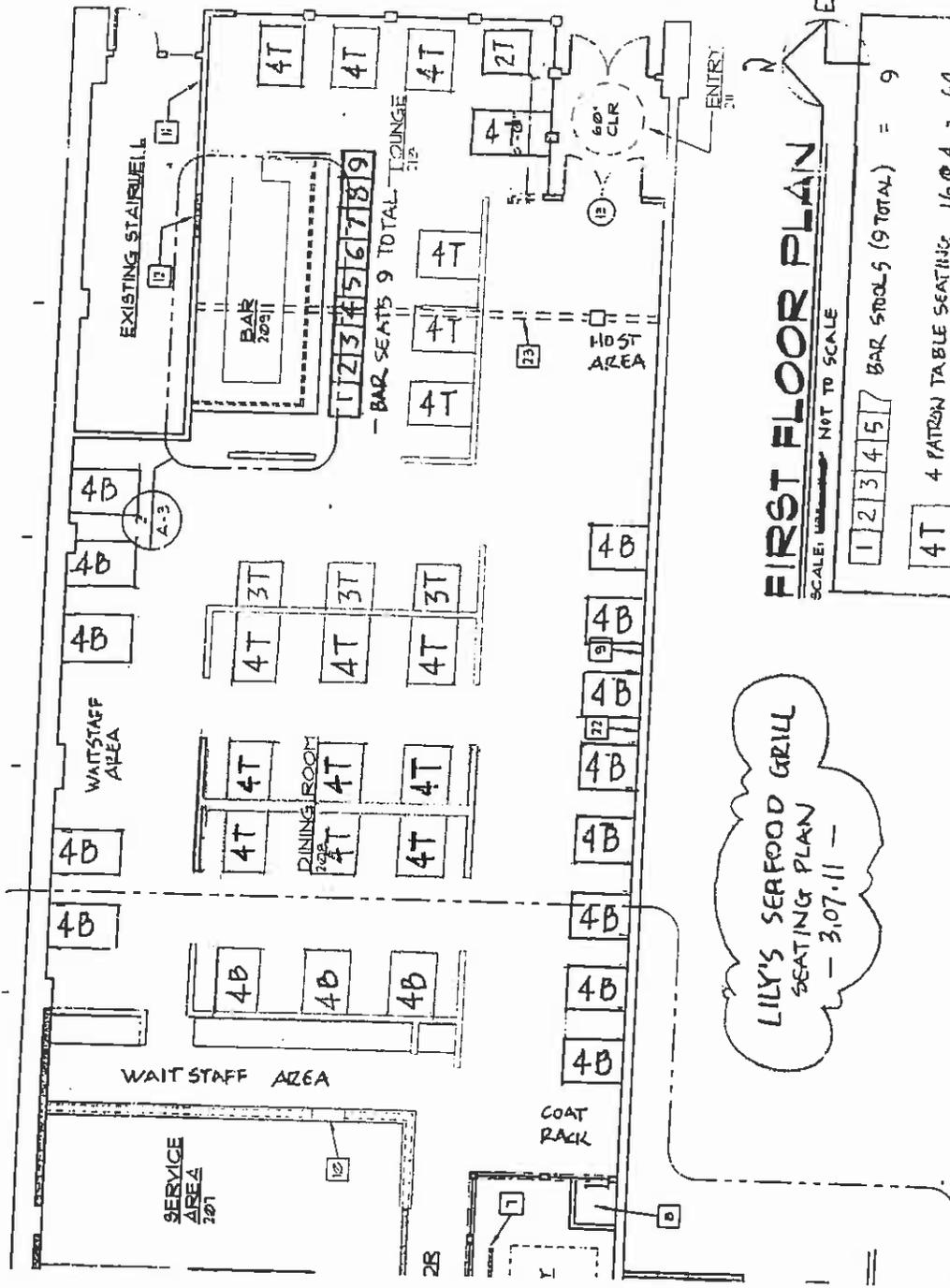
By:



Robert K. Morton
President / Morton Brothers Inc.

Attachment 3



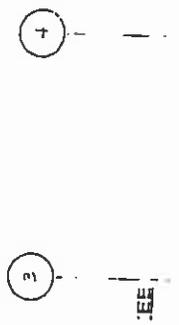


FIRST FLOOR PLAN

SCALE: NOT TO SCALE

1 2 3 4 5	BAR STOOLS (9 TOTAL) = 9
4T	4 PATRON TABLE SEATING 16 @ 4 = 64
4B	4 PATRON BOOTH SEATING 16 @ 4 = 64
3T	3 PATRON TABLE SEATING 3 @ 3 = 9
2T	2 PATRON TABLE SEATING 1 @ 2 = 2
TOTAL SEAT = 148	

LILY'S SERFOOD GRILL
SEATING PLAN
- 3.07.11 -



PLAN OF OPERATION
LILY'S SEAFOOD GRILL & BREWERY
410 S. WASHINGTON
ROYAL OAK, MI. 48067
MAY 2, 2016

We have received a copy of Royal Oak City Ordinance #90-3 Liquor Control Ordinance for issuance/transfer for Class C Liquor license, understand it's provisions and will be governed by it. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

- I. **HOURS OF OPERATION:** At present our planned hours of operation will be:
- | | |
|-----------------------|----------------------------|
| Saturday and Sunday | 9:00 a.m. until 2:00 a.m. |
| Monday through Friday | 11:00 a.m. until 2:00 a.m. |

Last call will be 30 minutes prior to closing and last service will be 20 minutes before closing.

II. **FORMAT:** The premises will be primarily operated as a full service restaurant and brewery, offering a full service bar for clientele: a full service kitchen facility for 148 seated patrons which includes 12 bar seats. The premises will include seasonal outside patio seating for up to 30 guests operating under an annual permit from the City of Royal Oak. The business will pay all required fees and comply with all provisions required to obtain and operate under the permit.

We will occasionally offer small acoustical combos and jazz performers on Saturdays and Sundays from 11:00 a.m. until 4 p.m. and Thursday, Friday and Saturday evenings from 7 p.m. until Midnight.

The gross square footage of this establishment is calculated as approx. 6,689 square feet and consists of approx. 4,778 square feet on the 1st floor and approx. 1,911 square feet on the lower level. The gross square footage encompasses all leased areas including mechanical, food preparation, storage, and employee areas as well as entrance, egress, walkways and dining areas.

We agree to adhere to the provisions of the Entertainment Agreement, which has been signed. It is agreed that we will not change the format or type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be 65 / 35.

III. **CODE COMPLIANCE:** Architectural plans have been submitted and approved by the Building Inspection Department. The Planning Department has approved the sight plan. The premises fully comply with all applicable health, building, zoning and fire codes. Concerns regarding barrier free accessibility have been addressed in the plans and have been implemented.

The Outdoor service Area will operate in accordance with and consistent with all city policies, practices and procedures regulating outdoor service, including, but not limited to:

- a) The Outdoor service Area will not be permanently enclosed;

Attachment 3

- b) The fence and or barricades or rail surrounding the Outdoor Service Area should be anchored in accordance with the Uniform Engineering Anchoring System, as promulgated by the Engineering Department of the City of Royal Oak;
- c) The manner in which the Outdoor Service Area is enclosed shall be subject to inspection by the Police and Engineering Departments;
- d) The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission from April 15 to October 31st;
- e) Wait staff shall transport all alcoholic beverages to/from the Outdoor Service Area.
- f) The Outdoor Service Area will be clean, free of debris and trash, and shall be cleaned at the close of each business day; and
- g) Morton Brothers Inc. d.b.a. Lily's Seafood Grill & Brewery will pay fees in accordance with the City's Sidewalk Cafe License Agreement

IV. **PLAN OF OPERATION:** It is acknowledged that under Ordinance 90, Section 3, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. **SECURITY:** Security for the guest, building and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. **PARKING:** Parking shall be provided as follows:
Monthly parking passes will be purchased.
Employees will be instructed to park in the 6th & Lafayette Structure.
Employees may not park at metered street spaces.
Employees who do not adhere to this policy will face disciplinary actions.

VII. **ALCOHOL MANAGEMENT:** The establishment will strictly obey all rules and regulations promulgated by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premise, other than what is dispensed by the establishment.

Attachment 3

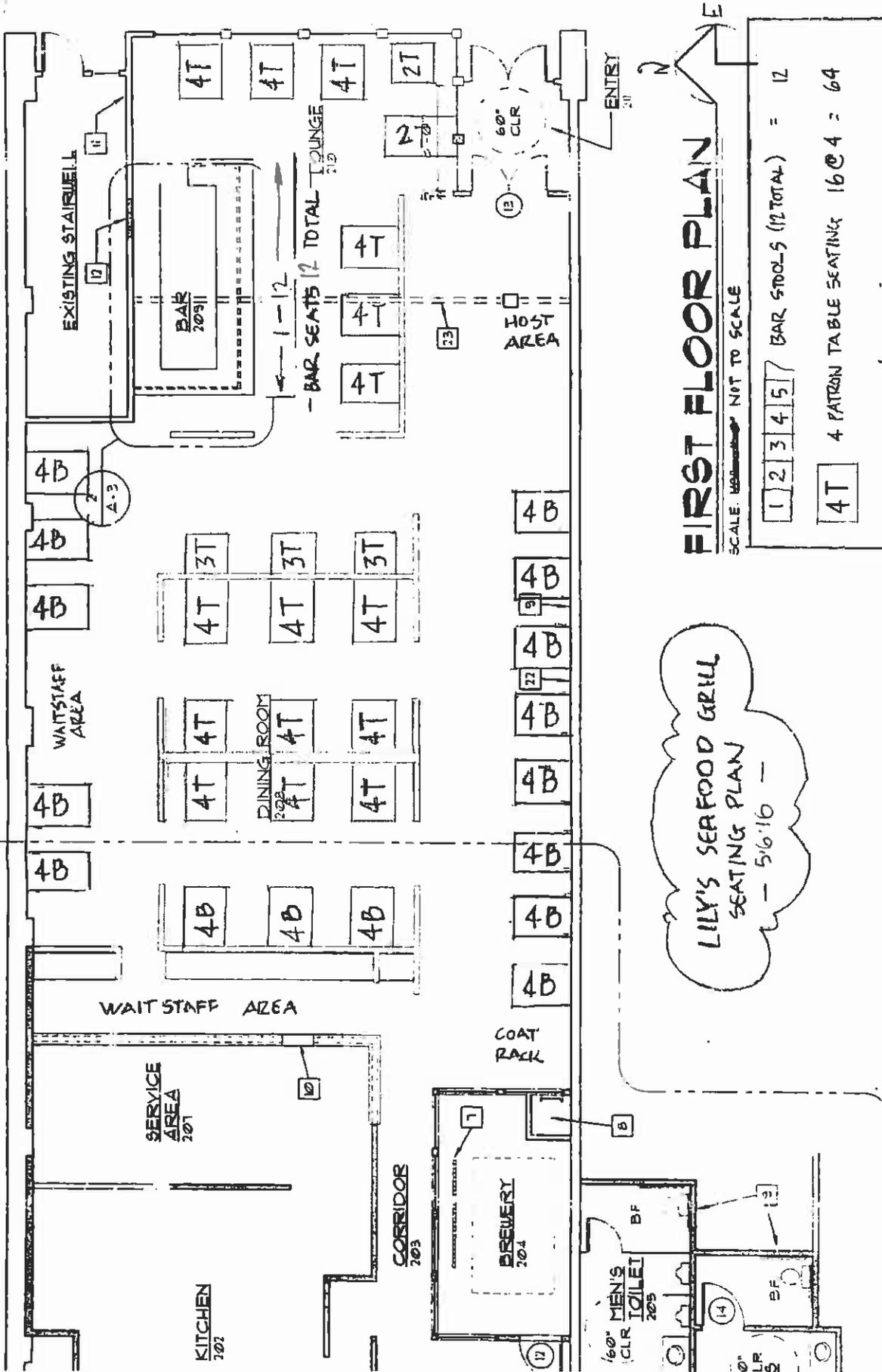
2. All staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, slurred speech, aggressive behavior, etc.
3. All staff will be alert to potential problems at their respective areas of the facility.
4. Be polite and courteous to the intoxicated individual. Be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be 30 years of age or younger will be asked to show proper State of Michigan Identification. Signage will be posted at service locations. Patrons must produce proper identification to obtain service. The following procedures will be followed:
 - 5.1 All patrons under 21 years of age will be refused alcohol service.
 - 5.2 Check State Seal and other markings. Check I.D. for damage or alterations.
 - 5.3 Do not return falsified I.D. cards. Notify management immediately.
6. If a patron shows signs of intoxication, service will be refused, policy will be politely explained. Non alcoholic alternatives will be offered. Management will be contacted as necessary.
7. A patron may not purchase alcoholic beverages on behalf of another patron unless staff has already verified that both patrons are of legal age. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premise if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices, if necessary
 - When in doubt, do not serve, consult with management.
9. Observed all patrons leaving property. No open alcoholic beverages are allowed to leave the facility or property.
10. Approach any patron appearing to be impaired and leaving premises. Determine if they are driving, if so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron to bus or taxi service.
11. Supervisory and management personnel will complete documentation of any alcohol related incidents at the end of the event. Information will be disseminated accordingly.
12. Lily's will provide non alcoholic beverages at reduced prices to patrons identifying themselves as designated drivers.
13. The establishment fully participates and will continue to participate in the T.I.P.S. program. T.I.P.S. (or a similarly recognized program approved by the Royal Oak Chief of Police) certification for all service staff must be completed within 30

Attachment 3

days from date of hire. A record of each front of the house employee's T.I.P.S. certification card will be kept on file and available for inspection by the Royal Oak Police Department within 35 days after the date of hire

- VIII. REFUSE DISPOSAL: The establishment will dispose of refuse in an enclosed dumpster with lid. Pick up will be a minimum of 3 times per week. A water line and spigot will be provided to clean the dumpster area as necessary.
- IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses, neighbors as well as cooperation with the City. Every reasonable effort will be made to solve problems that may arise.
- X. EMERGENCY CONTACTS:
Robert Morton @ 248.797.8156
Scott Morton @ 248.336.2063

5.02.2016 *RK*
Date ~~5.01.2013~~
Morton Brothers Inc.
D.B.A. Lily's Seafood Grill & Brewery
By: *Robert K. Morton*
Robert K. Morton
President / Morton Brothers Inc.



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0" NOT TO SCALE

1	2	3	4	5	BAR STOOLS (2 TOTAL) = 12
4T	4 PATRON TABLE SEATING 16 @ 4 = 64				
4B	4 PATRON BOOTH SEATING 16 @ 4 = 64				
3T	3 PATRON TABLE SEATING 3 @ 3 = 9				
2T	2 PATRON TABLE SEATING 1 @ 2 = 2				
					TOTAL SEATS 151

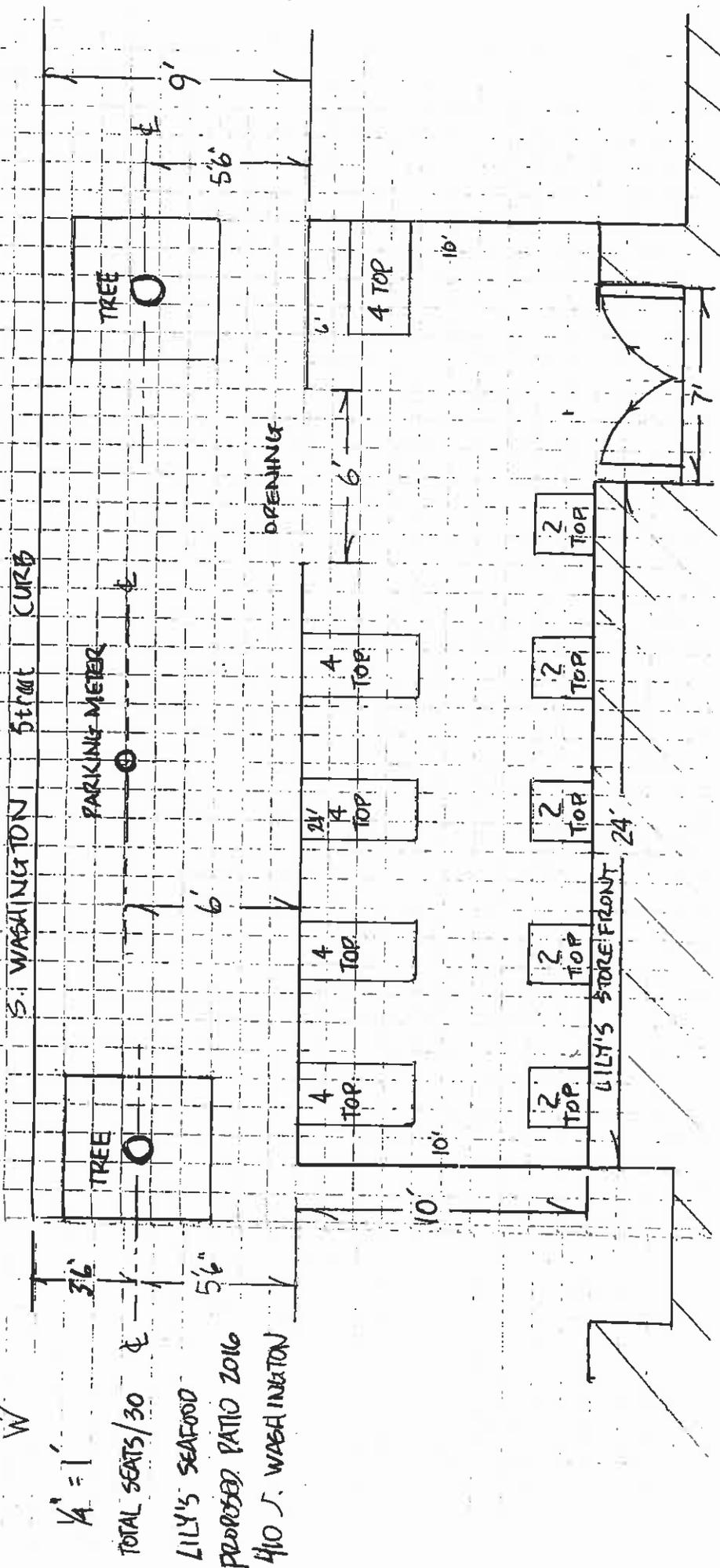
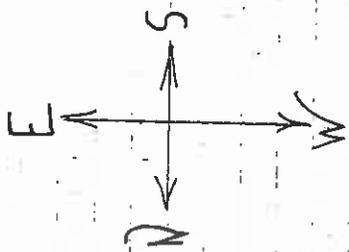
LILY'S SEAFOOD GRILL
SEATING PLAN
— 5'6" x 16" —

+

3

3

EMPLOYEE TOILET



1/4" = 1'

TOTAL SEATS/30

LILY'S SEAFOOD

PROPOSED PATIO 2016

410 S. WASHINGTON



**Royal Oak
POLICE DEPT**

**Royal Oak Police Department
Professional Standards Unit**
221 E Third Street
Royal Oak, MI 48067
248.246.3521

To: Mr. Don Johnson, City Manager

From: Michael Moore, Lieutenant

CC: Corrigan O'Donohue, Chief of Police *CPD*

Date: 5/5/2016

Re: PLAN OF OPERATION CHANGE FOR CAFÉ MUSE

Café Muse, LLC, located at 416-418 S. Washington, has requested to change their plan of operation. Specifically, they are requesting to move their outdoor service area.

Currently, Café Muse is approved for an outdoor service area that is located 5 feet from the front of their business near the curb of Washington St. They are requesting to move the outdoor service area away from the curb and locate it against their building façade. This move will not affect the size or seating of their current outdoor service area. Additionally, no changes will be made to the interior of the business.

In 2013, Café Muse was approved to increase seating in their outdoor service area from 14 to 24 seats and move the outdoor service area 5 feet from the front of their building. This move was in conjunction with Lily's Seafood request to move and expand their outdoor service area.

Recently, the city renovated the streetscape on Washington Street. The renovations allow for the existing patio to be moved back to its original location, adjacent to the building.

The proposed changes would eliminate the "cross access" situations which inhibits optimal pedestrian use of the city sidewalks.

It should be noted that this request is being made in conjunction with Lily's Seafood's request to also move their outdoor service area from the curb to the front of their building.

Café Muse is a well-run establishment. Over the past year the police department has responded to two calls for service to this establishment. The police department does

Attachment 4

not anticipate this change to cause any significant strain to police resources and does not object to the requested change to the plan of operation.

If approved, applicants will need to comply with all planning, zoning and building requirements and restrictions.

Approval for this change in the plan of operation is subject to the approval or denial of the Royal Oak City Commission.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Moore", followed by a long horizontal line extending to the right.

Michael Moore, Lieutenant

Attachment 4

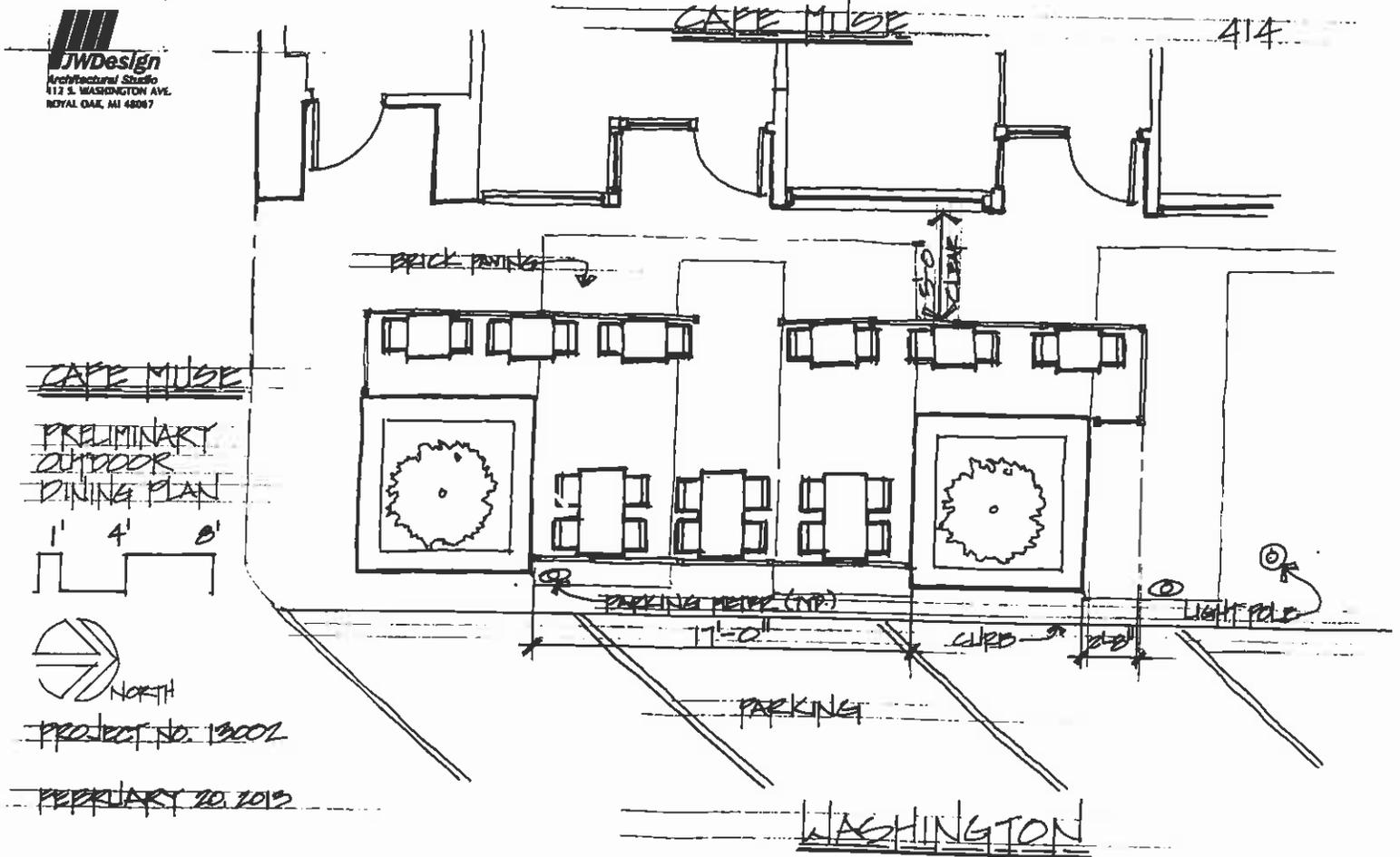
**CAFÉ MUSE
418 S. WASHINGTON**

TOTAL CALLS FOR SERVICE – 04/1/2015 – 4/30/2016 = 2

<u>DATE</u>	<u>REPORT/D-CARD</u>	<u>COMPLAINT</u>	<u>SYNOPSIS</u>
1/25/16	16-3226R	Warrant Arrest	A mother of an employee was causing a disturbance inside the business. She told officers that her daughter owed her money. She was advised of her outstanding warrant and arrested.
3/10/16	16-8491D	Suspicious Circumstances	Gone on arrival.

Attachment 4

Current Outdoor Service Area



**CITY OF ROYAL OAK
BISTRO LICENSED BUSINESS
PLAN OF OPERATION**

Café Muse LCC
Business Name

Café Muse
Doing Business As

416-418 S. Washington Ave, Royal Oak
Street Address

Preamble: We have received copies of Royal Oak City Ordinances **430-1 through 430-12**, Ordinances Established as a General Policy for Liquor Licenses and Permits, understand its provisions, and will be governed by them.

The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

- I. **HOURS OF OPERATION:** At present, our planned hours of operation will be Sunday 7:30am-10pm, Monday-Saturday 7:30am-midnight. Last call will be 30 minutes before closing and last service 20 minutes before closing.
- II. **FORMAT:** The premises will be primarily operated as a full-service restaurant, offering beer, wine and cocktails for clientele; full-service kitchen facility; providing for 75 seated interior patrons, which includes 7 bar seats, and 24 exterior seated patrons. We plan on using our facility for occasional private parties, which may or may not have live entertainment provided. We may, from time to time, offer live entertainment during our regular business operations.

There shall be no gaming devices on the premises, or direct connections to an additional bar. Patrons will only be served alcohol while being seated.

We agree to adhere to the provisions of the **Entertainment Agreement**, which has been signed. It is agreed that we will not change the format of type of business without written approval of the City Commission. This includes changing from a full-service restaurant to a bar where food service is reduced, etc. The ratio of food sales to alcohol sales is anticipated to be 70% food sales to 30% alcohol sales.

- III. **CODE COMPLIANCE:** The premises fully comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.

The Outdoor Service Area will operate in accordance with and consistent with all City policies, practices, and procedures regulating outdoor service, including, but not limited to:

- a. The Outdoor Service Area will not be permanently enclosed;
- b. The fence and/or other barricades or rail surrounding the Outdoor Service Area should be anchored in accordance with the Uniform Engineering Anchoring System, as promulgated by the Engineering Department of the City of Royal Oak;

Attachment 4

c. The manner in which the Outdoor Service Area is enclosed shall be subject to inspection by the Police and Engineering Departments;

d. The use of alcohol will be allowed in accordance with the rules of the Michigan Liquor Control Commission from April 15th to October 31st;

e. Wait staff shall transport all alcoholic beverages to/from the Outdoor Service Area.

f. The Outdoor Service Area will be clean, free of debris and trash, and shall be cleaned at the close of each business day; and

g. Café Muse will pay fees in accordance with the City's Sidewalk Café License Agreement application.

IV. PLAN OF OPERATION: It is acknowledged that under Ordinance 430-4, Section A, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

V. SECURITY: Security for the customers, building, and community is the first priority for the corporation, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level.

VI. PARKING: Parking shall be provided as follows:
Lafayette Street Parking Structure

Employees will park at: Lafayette Street Parking Structure or Center Street Parking Structure

VII. ALCOHOL MANAGEMENT: The establishment will strictly obey all rules and regulations promulgated by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. No alcohol will be sold, or permitted to be sold, on a commission basis by any person.

The following policies will be enforced at the establishment:

1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
2. All staff will pay attention and be alert to observable clues displayed by an intoxicated individual, such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.

Attachment 4

3. All staff will be alert to potential problems at their respective areas at the facility.
4. All staff will be polite and courteous to the intoxicated individual(s) and will be knowledgeable as to when to request assistance from additional facility staff.
5. Patrons who appear to be **30 years of age or younger** will be asked to show proper identification. Signage will be posted at serving locations. Patrons **must** produce proper identification.
 - 5.1 All patrons under 21 years of age, service will be refused.
 - 5.2 Check "State Seal" and other markings. Check for damage or alterations to identification card.
 - 5.3 Do not return falsified identification cards. Call management immediately.
6. If a patron shows signs of intoxication, staff is to refuse service, politely explain policy, suggest non-alcohol purchase, and/or call for management, if necessary.
7. If a patron is purchasing on behalf of someone else who appears **less than 30 years old**, staff is to request to see identification of recipient or contact supervisory personnel who will seek patron(s) out. Staff will refuse service to minors and will inform all parties involved that policy allows for ejection from premises if illegal activity has occurred.
8. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices, if necessary.
 - When in doubt, do not serve. Call supervisor.
9. Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
10. Staff is to approach any person appearing to be impaired and leaving the event to determine if they are driving. If so, staff is to attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, staff will refer patron(s) to bus or taxi service.
11. We shall provide non-alcoholic beverages to all designated drivers either free or reduced prices.
12. The establishment fully participates in the Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program approved by the Royal Oak Police Chief. ServSafe Alcohol certification, provided through the Michigan Restaurant Association, for all employees shall be provided to the Chief of Police within 35 days of date of hire.

Attachment 4

VIII. REFUSE DISPOSAL: The establishment will dispose of refuse in enclosed dumpster(s), with lids. Pickup will be a minimum of three times per week. A water line with spigot will be provided to clean dumpster enclosure as necessary.

IX. GENERAL: Every effort will be made to maintain positive relationships with adjacent and nearby businesses, as well as cooperation with all City departments. Every effort will be made to solve any problems which may arise.

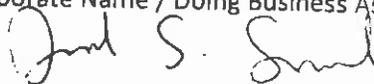
X. EMERGENCY CONTACTS:

Greg Reyner 248-390-5433
David Smith 248-872-9555

XI. Valet service will not be offered at this time.

Date: May 7, 2013

Café Muse LLC / Café Muse
Corporate Name / Doing Business As



By: David S. Smith / Owner
Name / Title

REVENUE AND EXPENDITURE REPORT FOR CITY OF ROYAL OAK
PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	35,631,630.00	27,325,143.92	2,169,179.63	8,306,486.08	77
TOTAL EXPENDITURES	35,631,630.00	21,405,939.87	2,707,612.13	14,225,690.13	60
NET OF REVENUES & EXPENDITURES		5,919,204.05	(538,432.50)	(5,919,204.05)	
Revenues are high due to property taxes being collected upfront in the beginning of the year					
Expenditures are low due to unfilled vacancies, capital outlays/projects that have not been done, transfers out to other funds lag, and street lighting bills lag and are lower than budgeted					
Fund 202 - MAJOR STREETS:					
TOTAL REVENUES	3,942,610.00	1,963,074.60	389,721.09	1,979,535.40	50
TOTAL EXPENDITURES	3,942,610.00	2,649,812.38	301,942.42	1,292,797.62	67
NET OF REVENUES & EXPENDITURES		(686,737.78)	87,778.67	686,737.78	
Revenues are low due to act 51 and metro act fees lag and use of fund balance is recorded at the end of the fiscal year					
Fund 203 - LOCAL STREETS:					
TOTAL REVENUES	7,996,510.00	5,628,137.79	1,395,969.33	2,368,372.21	70
TOTAL EXPENDITURES	7,996,510.00	5,206,532.24	462,338.56	2,789,977.76	65
NET OF REVENUES & EXPENDITURES		421,605.55	933,630.77	(421,605.55)	
Revenues are high due to the local streets millage being levied on the winter tax bill					
Expenditures are low due to spending less on winter maintenance than expected					
Fund 207 - PUBLIC SAFETY FUND:					
TOTAL REVENUES	30,898,250.00	22,166,286.16	3,846,437.15	8,731,963.84	72
TOTAL EXPENDITURES	30,898,250.00	19,281,422.93	2,138,550.43	11,616,827.07	62
NET OF REVENUES & EXPENDITURES		2,884,863.23	1,707,886.72	(2,884,863.23)	
Revenues are high due to the public safety millage being levied on the winter tax bill					
Expenditures are low due to wage step increase lags, unfilled vacancies, comp time payouts that occur at the end of the fiscal year and capital outlays that have not been incurred yet					
Fund 211 - PUBLICITY TAX:					
TOTAL REVENUES	73,370.00	46,343.80	264.65	27,026.20	63
TOTAL EXPENDITURES	73,370.00	40,696.16	2,240.38	32,673.84	55
NET OF REVENUES & EXPENDITURES		5,647.64	(1,975.73)	(5,647.64)	
Revenues are low due to transfers in from other funds and use of fund balance being recorded at the end of the fiscal year					
Expenditures are low due to the spring and summer issues of Insight magazine being printed later in the fiscal year					
Fund 226 - SOLID WASTE:					
TOTAL REVENUES	6,504,790.00	5,746,381.59	37,067.86	758,408.41	88
TOTAL EXPENDITURES	6,504,790.00	4,116,582.84	482,116.92	2,388,207.16	63
NET OF REVENUES & EXPENDITURES		1,629,798.75	(445,049.06)	(1,629,798.75)	
Revenues are high due to property taxes being collected upfront in the beginning of the year					
Expenditures are low due to solid waste collection service billing lag and the city received a discount for the first six months of the fiscal year					
Fund 243 - BROWNFIELD REDEVELOPMENT AUTH:					
TOTAL REVENUES	33,030.00	33,274.97	5,907.37	(244.97)	101
TOTAL EXPENDITURES	33,030.00	4,270.64	12.19	28,759.36	13
NET OF REVENUES & EXPENDITURES		29,004.33	5,895.18	(29,004.33)	
Revenues are high due to property taxes being collected upfront in the beginning of the year					
Expenditures are low due to reimbursements that will occur later in the fiscal year					
Fund 247 - DDA DEVELOPMENT FUND:					
TOTAL REVENUES	4,286,280.00	3,123,041.60	327,257.97	1,163,238.40	73

TOTAL EXPENDITURES	4,286,280.00	1,196,917.41	83,730.86	3,089,362.59	28
NET OF REVENUES & EXPENDITURES		1,926,124.19	243,527.11	(1,926,124.19)	

Revenues are high due to property taxes being collected upfront in the beginning of the year

Expenditures are low due to capital projects that have not been done yet, transfers out for parking debt payments lag, and contracted services that have not been used yet for parking structure design and wayfinding services

Fund 248 - DDA OPERATING FUND:

TOTAL REVENUES	49,900.00	47,926.23	209.36	1,973.77	96
TOTAL EXPENDITURES	49,900.00	26,586.42	2,810.12	23,313.58	53
NET OF REVENUES & EXPENDITURES		21,339.81	(2,600.76)	(21,339.81)	

Revenues are high due to property taxes being collected upfront in the beginning of the year

Fund 271 - LIBRARY FUND:

TOTAL REVENUES	2,435,080.00	2,282,450.45	22,502.55	152,629.55	94
TOTAL EXPENDITURES	2,435,080.00	1,339,577.37	141,611.83	1,095,502.63	55
NET OF REVENUES & EXPENDITURES		942,873.08	(119,109.28)	(942,873.08)	

Revenues are high due to property taxes being collected upfront in the beginning of the year

Expenditures are low due to debt payments that occur later in the year

Fund 274 - COMMUNITY DEVELOP BLOCK GRANT:

TOTAL REVENUES	2,091,630.00	1,449,598.00	18,891.79	642,032.00	69
TOTAL EXPENDITURES	2,091,630.00	1,604,311.24	158,809.52	487,318.76	77
NET OF REVENUES & EXPENDITURES		(154,713.24)	(139,917.73)	154,713.24	

Expenditures are high due to large capital projects done in the first half of the fiscal year

Fund 282 - STATE CONSTRUCTION CODE:

TOTAL REVENUES	2,835,000.00	2,403,356.95	244,557.94	431,643.05	85
TOTAL EXPENDITURES	2,835,000.00	1,029,671.44	54,006.05	1,805,328.56	36
NET OF REVENUES & EXPENDITURES		1,373,685.51	190,551.89	(1,373,685.51)	

Revenues are high due to issuing more permits than expected

Expenditures are low due to unfilled vacancies and capital outlays that have not been incurred

Fund 295 - ROOTS FUND:

TOTAL REVENUES	226,170.00	90,160.12	2,829.62	136,009.88	40
TOTAL EXPENDITURES	226,170.00	67,012.73	4,074.76	159,157.27	30
NET OF REVENUES & EXPENDITURES		23,147.39	(1,245.14)	(23,147.39)	

Revenues are low due to use of fund balance being recorded at the end of the fiscal year

Expenditures are low due to projects that will not be done in FY15-16 and transfers out to other funds occur at the end of the fiscal year

Fund 296 - SENIOR CITIZEN SERVICES:

TOTAL REVENUES	817,850.00	505,972.30	77,791.66	311,877.70	62
TOTAL EXPENDITURES	817,850.00	497,523.17	56,473.03	320,326.83	61
NET OF REVENUES & EXPENDITURES		8,449.13	21,318.63	(8,449.13)	

Revenues are low due to use of fund balance being recorded at the end of the fiscal year and SMART contributions from the county lag

Fund 297 - ANIMAL SHELTER:

TOTAL REVENUES	106,540.00	55,953.53	5,230.36	50,586.47	53
TOTAL EXPENDITURES	106,540.00	56,691.91	7,230.23	49,848.09	53
NET OF REVENUES & EXPENDITURES		(738.38)	(1,999.87)	738.38	

Revenues are low due to use of fund balance being recorded at the end of the fiscal year

Expenditures are low due to spending less on personnel and spay/neutering services than budgeted

Fund 298 - POLICE GRANTS/RESTRICTED FUND:

TOTAL REVENUES	260,400.00	186,401.43	6,962.22	73,998.57	72
TOTAL EXPENDITURES	260,400.00	99,016.05	4,564.11	161,383.95	38
NET OF REVENUES & EXPENDITURES		87,385.38	2,398.11	(87,385.38)	

Fund 299 - MISC GRANTS/RESTRICTED FUND:

TOTAL REVENUES	268,000.00	149,866.52	1,127.12	118,133.48	56
TOTAL EXPENDITURES	268,000.00	14,440.89	1,493.38	253,559.11	5
NET OF REVENUES & EXPENDITURES		135,425.63	(366.26)	(135,425.63)	

Revenues are low due to a large transfer in that will be recorded at the end of the fiscal year
 Expenditures are low due to a delay of the smart park project which will not be completed in FY15-16

Fund 506 - ARTS, BEATS, AND EATS:

TOTAL REVENUES	432,940.00	319,699.30	198.70	113,240.70	74
TOTAL EXPENDITURES	432,940.00	154,564.87	32.56	278,375.13	36
NET OF REVENUES & EXPENDITURES		165,134.43	166.14	(165,134.43)	

Most revenues occur during the Labor Day weekend festival

Expenses are low due to several large transfers out that will occur later in the year and using less contracted services than budgeted

Fund 508 - RECREATION:

TOTAL REVENUES	658,900.00	316,838.93	22,555.90	342,061.07	48
TOTAL EXPENDITURES	658,900.00	403,850.83	39,124.43	255,049.17	61
NET OF REVENUES & EXPENDITURES		(87,011.90)	(16,568.53)	87,011.90	

Revenues are low due to programs that occur later in the year, lower demand for adult fitness programs due to private alternatives, and use of retained earnings (as a revenue source) being recorded at the end of the fiscal year

Expenses are low due using less contracted services due to lower demand for adult fitness programs

Fund 516 - AUTO PARKING:

TOTAL REVENUES	4,698,700.00	2,668,983.57	304,178.04	2,029,716.43	57
TOTAL EXPENDITURES	4,698,700.00	2,101,965.52	290,060.62	2,596,734.48	45
NET OF REVENUES & EXPENDITURES		567,018.05	14,117.42	(567,018.05)	

Revenues are low due to use of retained earnings (as a revenue source) being recorded at the end of the fiscal year

Expenses are low due to capital outlays that have not been incurred yet, parking management fees, depreciation is less than budgeted, and transfers out to other funds occur at the end of the fiscal year

Fund 551 - FARMERS MARKET:

TOTAL REVENUES	503,650.00	338,736.98	28,627.03	164,913.02	67
TOTAL EXPENDITURES	503,650.00	338,801.30	41,390.66	164,848.70	67
NET OF REVENUES & EXPENDITURES		(64.32)	(12,763.63)	64.32	

Fund 592 - WATER & SEWER:

TOTAL REVENUES	38,076,620.00	20,838,547.21	2,222,955.08	17,238,072.79	55
TOTAL EXPENDITURES	38,076,620.00	18,931,808.77	2,483,872.28	19,144,811.23	50
NET OF REVENUES & EXPENDITURES		1,906,738.44	(260,917.20)	(1,906,738.44)	

Revenues are low due to bond proceeds that are budgeted, water sales and sewage disposal fees are slightly less than budgeted, and use of retained earnings (as a revenue source) is recorded at the end of the fiscal year

Expenses are low due to depreciation being less than budgeted, water purchases lag and are less than budgeted, and capital outlay and sewage disposal services lag

Fund 598 - ICE ARENA:

TOTAL REVENUES	1,352,120.00	1,027,713.11	137,920.96	324,406.89	76
TOTAL EXPENDITURES	1,352,120.00	866,589.45	107,471.20	485,530.55	64
NET OF REVENUES & EXPENDITURES		161,123.66	30,449.76	(161,123.66)	

Revenues are high due to selling more ice time to outside groups than anticipated

Fund 636 - INFORMATION SYSTEMS:

TOTAL REVENUES	1,675,450.00	958,968.50	120,555.20	716,481.50	57
TOTAL EXPENDITURES	1,675,450.00	1,003,102.27	161,628.49	672,347.73	60
NET OF REVENUES & EXPENDITURES		(44,133.77)	(41,073.29)	44,133.77	

Revenues are low due to use of retained earning (as a revenue source) being recorded at the end of the fiscal year

Expenses are low due to capital outlays, miscellaneous contracted services, office supplies, and computer supplies that have not been purchased yet as well as an unfilled transition network administrator position

Fund 661 - MOTOR POOL:

TOTAL REVENUES	5,852,440.00	3,051,141.45	361,500.75	2,801,298.55	52
TOTAL EXPENDITURES	5,852,440.00	2,558,688.06	284,865.56	3,293,751.94	44
NET OF REVENUES & EXPENDITURES		492,453.39	76,635.19	(492,453.39)	

Revenues are low due to use of retained earnings (as a revenue source) being recorded at the end of the fiscal year

Expenses are low due to capital outlays being reversed out and fuel cost and consumption is lower than budgeted

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Duhonich; Gareau; Spanke

Department: Building

Name of Event: 2015 Michigan Energy Code

Dates: From 4/5/2016 To 4/5/2016 Number of Days: 1/2

Total Expense: \$60.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 54 Building Official, Building Inspector, and Plan Review registrations.

What did you learn or gain from attending this conference, training, or workshop?

2015 Michigan Energy Code Instructor: Tim Mrozowski, Michigan State University

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Robert Rea

Department: Building

Name of Event: RECI

Dates: From 4/6/2016 To _____ Number of Days: 1/2 Day

Total Expense: \$35.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?
chapter 4 code changes

What did you learn or gain from attending this conference, training, or workshop?
SPEC.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Robert Rea

Department: Building

Name of Event: RECI

Dates: From 4/7/2016 To _____ Number of Days: 1/2 Day

Total Expense: \$15.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?
Chapter 5 and 7 update

What did you learn or gain from attending this conference, training, or workshop?
SPEC.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Donald E Johnson

Department: Manager

Name of Event: MML Capital Conference

Dates: From 3/22/2016 To 3/23/2016 Number of Days: 2

Total Expense: \$522.27 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

MML's legislative agenda this year is focused on municipal finance and fixing the "broken municipal finance model in Michigan." I am part of this process as a member of the MML Municipal Finance Committee and as a city manager working under Michigan's "broken" system.

What did you learn or gain from attending this conference, training, or workshop?

I attended because MML's legislative focus this year is on fixing Michigan's "broken" local government financial model. Also attended sessions on building an inclusive community and a facinating session on how the Detroit "Grand Bargain" came to be presented by the people responsible for it (except for Kevyn Orr who was not part of the panel).

Would you recommend that others attend this conference, training, or workshop?

Yes but primarily for elected officials. MML conferences are really more geared to the needs of elected officials than city managers or department heads.

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Melanie Halas

Department: City Clerk

Name of Event: MAMC Master Classes

Dates: From 3/29/2016 To 3/31/2016 Number of Days: 3

Total Expense: _____ (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?

To get the most updated information on elections, the new laws that are going into effect for the upcoming August and November elections, training election workers and receiving board information.

What did you learn or gain from attending this conference, training, or workshop?
See above.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

These conferences are excellent as many of our surrounding communities attend as well. It's great to hear ideas from other communities regarding their procedures.

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Deanna Braswell

Department: Clerks Office

Name of Event: Clerks Institute

Dates: From 3/20/2016 To 3/25/2016 Number of Days: 6

Total Expense: _____ (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

To learn about Clerks responsibilities in the office, and to keep up on the ever changing laws.

What did you learn or gain from attending this conference, training, or workshop?

I learned a lot, such as preparing FOIAS in accordance to the changing laws, handling generational differences in employees, how to handle the media, record retention etc.

Would you recommend that others attend this conference, training, or workshop?

Absolutely! I would recommend this institute to any person who works in the Clerk's office, or works as an election official.

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Duhonich; Gareau; Peacock-Nash

Department: Building

Name of Event: Code Compliant Wood Deck Construction

Dates: From 3/16/2016 To 3/16/2016 Number of Days: 1/2

Total Expense: \$60.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 54 Building Official, Building Inspector, and Plan Review registrations.

What did you learn or gain from attending this conference, training, or workshop?

Code Compliant Wood Deck Construction Instructor: Jerry Tuggle; Simpson Sdtrong-Tie

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Dennis Van de Laar

Department: Human Resources

Name of Event: MPELRA Quartlery Meeting (Winter)

Dates: From 1/21/2016 To 3/4/2016 Number of Days: 2

Total Expense: \$101.63 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

I am a MPELRA member and attend this event on a regular basis to stay up to date on labor law developments.

What did you learn or gain from attending this conference, training, or workshop?

Networking opportunities with other people in HR field, up to date information on collective bargaining & ACA, employee misconduct investigations, due process in public sector

Would you recommend that others attend this conference, training, or workshop?

Outside of other HR personnel, the conference/training might be worthwhile to department heads (depending on the topics covered by the different speakers)

Additional Comments:

None

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: ANDREW BLEVINUS Department: FIRE

Name of Event: METRO DETROIT FIRE INSPECTORS SPRAYBOOTH FIRE SUPPRESSION

Dates: From 3-1-2016 To 3-1-2016 Number of Days: 1

Total Expense: \$38.65 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?

CONTINUING EDUCATION CREDITS & FIELD KNOWLEDGE.

What did you learn or gain from attending this conference, training, or workshop?

UPDATES ON SPRAYBOOTH FIRE CODES + HOOD SUPPRESSION SYSTEMS.

Would you recommend that others attend this conference, training, or workshop?

YES

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

*The information collected above will be reviewed by the City Manager and City Commission

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Donald E Johnson

Department: Manager

Name of Event: MLGMA Winter Institute

Dates: From 1/3/2016 To 1/4/2016 Number of Days: 2

Total Expense: \$532.86 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?
This is the most significant in state training opportunity for city managers.

What did you learn or gain from attending this conference, training, or workshop?
Because of commitments in Royal Oak, I was only able to attend half of the conference. In addition, part of the opening was taken up by a tribute to Michael Young, MLGMA president and Rockford city manager who passed away the week before. As a result, it wasn't as useful as it usually is. Dave Lorenz of Pure Michigan delivered the keynote. This was followed by a program on marketing your community and one on coaching and mentoring. Thursday started with a general session on MLGMA's branding initiative. Then I attended a session on construction project management. At that point, I had to leave in order to be back in time for a Disney Way "Hot Seat."

Would you recommend that others attend this conference, training, or workshop?
Yes, but only those in the city manager's office and the assistant city manager. The specialty organizations cover topics of interest to dept heads in greater depth.

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

Advanced Training Course Evaluation

Royal Oak Department of Public Service

Course Title ARBOR CON 2016	Instructor DR. ROBERTS of m.s.u.
Dates of Attendance 2/8/16 + 2/9/16	Location LANSING center MI

Overall Quality of the Course

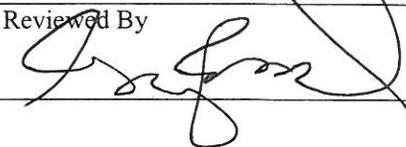
Exceptional
 Good
 Average
 Poor

Comments: Key NOTE speaker on oak wilt
was very informative. By DR ROBERTS
also was informed of other leaf diseases
that will have a major impact on Bradford
pear trees. (Tellis Rust) INVASIVE

Would you recommend that other members of the department attend this course?

Yes
 No

Comments: workshop offered a very diverse
selection of educational options.
as the city of R.O. ARBORIST I feel
now am better prepared to deal with
and identify problems in city trees

Name John T Lung	Date 2/25/16	Reviewed By 	Date
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This form is to be completed and forwarded to the supervisor on the next working day following attendance at a training course. Upon review by the supervisor the form shall be forwarded through chain of command to the training coordinator.

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Robert Rea

Department: Building

Name of Event: RECI

Dates: From 2/11/2016 To _____ Number of Days: 1/2 Day

Total Expense: \$15.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?
chapter 4 code changes

What did you learn or gain from attending this conference, training, or workshop?
SPEC.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Robert Rea

Department: Building

Name of Event: MMIA

Dates: From 2/18/2016 To _____ Number of Days: 1/2 Day

Total Expense: \$30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?
chapter 4 code changes

What did you learn or gain from attending this conference, training, or workshop?
SPEC.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

CITY OF ROYAL OAK TRAINING EVALUATION FORM

Name: Duhonich; Gareau; Peacock-Nash Department: Building

Name of Event: Proper Application and Code Compliance of Sprayed Polyurethane Foam Insulation

Dates: From 2/17/2016 To 2/17/2016 Number of Days: 1/2

Total Expense: \$60.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional
 Good
 Average
 Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional
 Good
 Average
 Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 54 Building Official, Building Inspector, and Plan Review registrations.

What did you learn or gain from attending this conference, training, or workshop?

Proper Application and Code Compliance of Sprayed Polyurethane Foam Insulation

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

****The information collected above will be reviewed by the City Manager and City Commission***

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: ANDREW BLEVINS

Department: FIRE

Name of Event: ARSON SCENE SEARCH

Dates: From 2/10/2016 To 2/11/2016 Number of Days: 2

Total Expense: \$319.58 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?

- IMPROVE SKILLS IN EVIDENCE COLLECTION & PROCESSING ON FIRE SCENES.
- FIRE INVESTIGATED CONTINUING EDUCATION

What did you learn or gain from attending this conference, training, or workshop?

STANDARDS FOR EVIDENCE COLLECTION, LOGS + STORAGE.

Would you recommend that others attend this conference, training, or workshop?

YES

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

*The information collected above will be reviewed by the City Manager and City Commission

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Robert Rea

Department: Building

Name of Event: RECI

Dates: From 1/7/2016 To _____ Number of Days: 1/2 Day

Total Expense: \$15.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?
ESFR Sprinkler

What did you learn or gain from attending this conference, training, or workshop?
SPEC.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*

**CITY OF ROYAL OAK
TRAINING EVALUATION FORM**

Name: Duhonich; Gareau; Peacock-Nash; Spanke

Department: Building

Name of Event: 2015 IRC Wood Wall Bracing

Dates: From 1/20/2016 To 1/20/2016 Number of Days: 1

Total Expense: \$80.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional Good Average Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional Good Average Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 54 Building Official, Building Inspector, and Plan Review registrations.

What did you learn or gain from attending this conference, training, or workshop?
Code compliant wall bracing methods.

Would you recommend that others attend this conference, training, or workshop?
Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

**The information collected above will be reviewed by the City Manager and City Commission*



Non-Action Item: Hillside Median

April 27, 2016

The Honorable Mayor Ellison and
Members of the City Commission:

The following information is provided as a follow up to Mr. Helfrich's concerns on Hillside.

On or about March 28th-April 1st the highway supervisor (Rich Ray) received a call or message from a resident about the condition of the island at Hillside and Betsy Ross. He dispatched John Lang (the City of Royal Oak's certified arborist) to evaluate the shrubs and tree growing on the island. He reported back that the Juniper shrubs were in poor condition and that the Crabapple tree was 80% dead and also had Apple Scab (it was diseased). The highway supervisor directed John Lang to remove them while he was there.

Once they were removed the plan was to remove the stumps and dirt and seed the area. On the day we were planning to remove the stumps the log loading truck we use to pull them broke down and was out of service (and still is). Due to the equipment breakdown we could not pull the stumps and restore the area as soon as I would have liked.

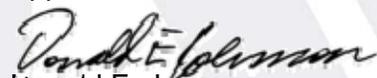
On or about April 4th Mr. Helfrich called to voice his displeasure about the condition of the island and the removal of the tree and shrubs which he claims were perfectly healthy. Mr. Helfrich and Mr. Ray spoke at length about the issues to no resolve. I proceeded to explain that we would restore the area as soon as possible with grass and plant a tree at a later date. He was not satisfied with this.

On April 25th we removed the shrub stumps and put down dirt and seed in that area. The tree stump is on the list for grinding and once done the area will be seeded also.

During the last two weeks I have spoken to Mr. Helfrich as well and have told him the tree would be replanted this spring or fall as time permits. If you have any other questions feel free to ask.

Respectfully submitted,
Greg Rassel
Director of the Departments of
Public Services and Recreation

Approved,


Donald E. Johnson
City Manager