



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting

March 8, 2022 – 7:30 pm

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, March 8, 2022, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the agenda for your consideration:

REGULAR CITY COMMISSION MEETING

1. Meeting Called to Order
2. Pledge of Allegiance
3. Roll Call
4. PUBLIC DISCUSSION – items not on the agenda
5. CAC Update
6. City Commission Liaison Reports
 - Commissioner Schmier – Historical Commission
 - Commissioner Budnik – Recreation Commission
 - Commissioner Lenko – Ferndale Public Schools
 - Commissioner Perry – Planning/DDA
7. Governmental Reports
8. Consideration of the following Consent Agenda

All items listed on the Consent Agenda are considered routine by the City Commission, will be enacted by one motion, and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

 - a. Minutes of the Regular City Commission Meeting held Tuesday, February 8, 2022
 - b. Monthly Disbursement Report
 - c. FY22 Budget Amendment #1
 - d. Certification of delinquent utility bills for collection on the 2022 Summer Tax Roll.
9. Water and Sewer Operations and Maintenance Agreement with Oakland County Water Resources Commissioner
10. Woodward Heights Traffic Consultant Selection

11. Board and Commission Appointments

12. City Manager's Report

13. Other Business

14. Adjournment

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: March 3, 2022
Re: Citizens Advisory Committee Update

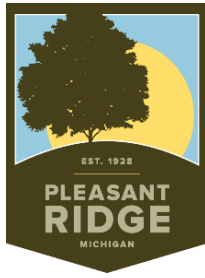
Overview

The CAC has met on February 1, February 15, and March 1. The CAC will update the City Commission on its progress at the March 8 City Commission meeting. CAC meeting minutes from the February 1 and February 15 meetings are included in this agenda packet. The March 1 meeting minutes are not yet drafted and have not been approved by the CAC.

The CAC has future meetings scheduled on March 15 and March 22.

Requested Action

No requested action.



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

Citizen Advisory Committee

February 1, 2022 – 7:00 pm

Location of the Meeting: Community Center - 4 Ridge Road, Pleasant Ridge, MI 48069

Having been duly publicized, City Manager Breuckman called the meeting to order at 7:00pm.

Citizen Advisory Committee (CAC) members present: Belinda Peters, Kate Kavanagh Kokotovich, Damian Gyorkos, Eric Wegener, Jay Foreman, John McKenna, Mark de la Vergne, Pat Young, Robert Morris, Thomas Kempa, and Tom Wilkinson

Also Present: City Manager Breuckman, Project Facilitator Vettraino

Citizen Advisory Committee (CAC) members absent: Ann Warner

Public Discussion

Bret Scott, Mayor of Pleasant Ridge, thanked the CAC members for their service and expressed encouragement and support for their work.

Introduction of CAC Members

Facilitator Vettraino introduced himself and asked each member to introduce themselves. Each CAC member and City Manager Breuckman introduced themselves, including their name, their professional and personal background, and reason for interest in serving as a member of the CAC.

Review of the Objectives of the CAC

Facilitator Vettraino reviewed objectives of the CAC, as adopted by the City Commission. He reviewed a memorandum dated January 3, 2022, which included nine (9) objective statements. Facilitator Vettraino stated that he is confident CAC members have reviewed the memorandum in detail. He highlighted a few points from the memorandum including the specific question the CAC was formed to address, which is, “what is the appropriate funding option for the City to fund already agreed upon water infrastructure capital projects.” And a secondary objective of, “if external funding is received (for example grant funding), how should the external funding be applied to reduce the funding required from sources controlled by the city.”

Discussion of CAC Meeting Goals and Policy Deliberations

Facilitator Vettraino noted the items included in the nine (9) objective statements, including the advisory nature of the CAC and the civility expectations of the members. He noted that since this is a public body it is expected that members will deliberate issues as a public body. Members should refrain from meeting and discussing CAC matters outside of formal CAC meetings.

Facilitator Vettraino explained that the CAC members will be asked to elect a Chairperson, Vice Chairperson, and Secretary. The expectation for each of the positions will be minimal. The Chairperson will bring meetings to order and be generally available for questions from the facilitator and other members regarding meeting administration. The Vice Chairperson will serve in the absence of the Chairperson. The Secretary will review draft minutes, prepared by city staff or consultants, for consistency with the meeting proceedings. Consideration of election of these positions will be at the next CAC meeting.

Receive a Presentation from the City Manager

City Manager Breuckman provided a presentation entitled “CAC Kickoff Meeting – February 1, 2022.” He outlined project details, resources, replacement cost, lead service lines, water line and system conditions, project benefits and plan, project costs and funding, funding options, and funding considerations. City Manager Breuckman reviewed an Excel based tool, being made available to the CAC members and the community to test various funding options.

CAC members asked questions regarding lead lines, coordination with other public infrastructure projects, EGLE’s orders, Headlee, legality of various types of charges, millage data, service line sizes, engineer’s estimates, front foot calculations, fairness, financing costs, and other similar questions. City Manager Breuckman addressed each question as received.

Facilitator Vettraino asked CAC members to make confirm they have access to the Google Drive project folder. The Excel based tool will be added to the Google Drive on February 2 and it is requested that the CAC members confirm they can access the tool.

CAC member Mark de la Vergne left the meeting at 8:15 pm.

Setting of CAC Meeting Schedule

The CAC members, Facilitator Vettraino, and City Manager Breuckman reviewed possible dates for next meetings. By consent the CAC agreed to meet at 7:00 pm at the Community Center on February 15, 2022, and March 1, 2022.

Public Discussion

Ann Perry, City Commissioner, stated her appreciation and support of the work of the committee.

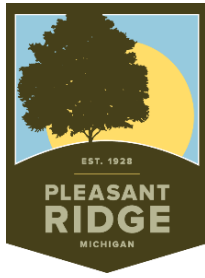
Doug McElroy, 27 Oakland Park Boulevard, stated that the spreadsheet tool should include options for other city funds to be used for this project

Adjournment

By consent the CAC ended the meeting at 8:47 pm

City Manager James Breuckman

Project Facilitator Jaymes Vettraino



City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

**Citizen Advisory Committee
February 15, 2022 – 7:00 pm
Community Center - 4 Ridge Road, Pleasant Ridge, MI 48069**

Having been duly publicized, Facilitator Jaymes Vettraino called the meeting to order at 7:00pm.

Citizen Advisory Committee (CAC) members present: Belinda Peters, Kate Kavanagh Kokotovich, Damian Gyorkos, Ann Warner, Jay Foreman, John McKenna, Mark de la Vergne, Pat Young, Robert Morris, Thomas Kempa, and Tom Wilkinson

Citizen Advisory Committee (CAC) members absent: Eric Wegener

Also Present: City Manager Breuckman, Project Facilitator Vettraino

Public Discussion

None

Receive and Approve Minutes from February 1, 2022 Meeting

Motion to receive and approve by Foreman, support by Peters. All in favor.

Nomination of CAC Officers

A slate of officers was put forward consisting of Chairperson Kokotovic, Vice Chairperson de la Vergne, and Secretary Peters. All in favor.

Discussion of Fairness

Facilitator Vettraino noted that the CAC had touched on issues of fairness in creating a revenue source for water infrastructure projects. The CAC discussed elements of fairness including affordability, ability of residents to pay, timing of improvements and when benefits are realized compared to when revenue is collected. Comments were collected on a Jamboard tool, the results of which are available for review in the CAC document library.

Review the Rate/Fee Tool and CAC Member Discussion

City Manager Breuckman reviewed the Excel based tool that allows CAC members and the public to test various funding options.

The CAC discussed several scenarios to raise the required revenue and reviewed the average and range of dollar cost and percent cost increases:

rate/fee/charge type	Tested Scenario						
	1	2	3	4	5	6	7
Front Ft. (annual)	0.00	1.00	5.08	5.08	4.25	2.21	2.93
Flat RTS per Bill	82.50	82.50	42.50	52.50	42.50	62.50	62.50
Millage	1.85	1.46	1.46	1.05	1.79	1.79	1.50
Usage Rate	12.00	12.00	12.00	12.00	12.00	12.00	12.00

The CAC discussed the impact of front foot charges, including how the impact of such a charge on large lots could create disproportionate impact on a small number of water customers. The CAC discussed using an average of lot widths like the ERU stormwater charges are assessed and asked staff to examine if averaging lot widths by street or other sub grouping would address potential outliers if a front foot fee were assessed. Staff will report back to the CAC on this item at the March 1 meeting.

The CAC discussed the use of front foot charges and if that is the most rational connection to the cost and benefit of the public water system, and if such a charge would represent a tax by another name.

The CAC discussed the use of usage rate charges to raise infrastructure revenue. The CAC determined that the funding scenario tool should remove usage rate charges from the model, keeping the usage rate funding at \$12.00 per unit of water which is where it was at in 2020. The revenue generated by the usage rate will be taken as a given and adjust all other parts of the model accordingly.

Public Discussion

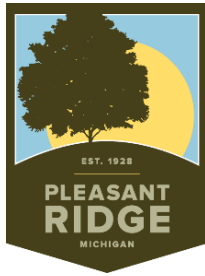
None.

Adjournment

By consent the CAC ended the meeting at 9:05 pm

CAC Secretary Belinda Peters

Project Facilitator Jaymes Vettraino



City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting February 8, 2022

Having been duly publicized, Mayor Scott called the meeting to order at 7:30pm

Present: Commissioners Budnik, Lenko, Perry, Schmier, Mayor Scott.
Also Present: City Manager Breuckman, City Clerk Allison.
Absent: None.

WaterTowns Report

22-3544

Motion by Commissioner Perry, second by Commissioner Budnik, that the WaterTowns report be received and filed.

Adopted: Yeas: Commissioners Perry, Budnik, Lenko, Schmier, Mayor Scott.
Nays: None.

City Commission Liaison Reports

Schmier- Historical Commission, one opening. Discussion regarding the home and garden tour, participants needed. Centennial Homes tiles can be purchased. Museum open third Saturday from 10a-noon, Pewabic ornament tile selection.

Budnik – Recreation Commission, events related to the Recreation Department, youth sports registration is underway. Summer job openings. Blood drive 2/22,

Lenko -Ferndale Public Schools board meeting to be held 2/14. Updated COVID guidelines for students returning to school.

Perry – No meeting in January. MDOT regional meeting 2/9.

Governmental Reports

Senator Jeremy Moss and State Representative Regina Weiss gave updates regarding the Michigan Legislature.

Charlie Cavell, Oakland County Commissioner, gave an update regarding the Oakland County Board of Commissioners and redistricting.

Chief Kevin Nowak, Pleasant Ridge Police, gave an update regarding events related to the Police Department.

Chief Teresa Robinson, Ferndale Fire Department, gave an update regarding events related to the Ferndale Fire Department.

Mary Foreman, Pleasant Ridge representative have an update regarding the Huntington Woods Library events.

Consent Agenda

22-3545

Motion by Commissioner Budnik, second by Commissioner Schmier, that the Consent Agenda be approved.

Adopted: Yeas: Commissioners Budnik, Schmeir, Lenko, Perry, Mayor Scott.
Nays: None.

Outdoor Pavilion Rental Policy

22-3546

Motion by Commissioner Budnik, second by Commissioner Schmier, that the outdoor pavilion rental policy be approved, and that if future consideration or changes be needed to the policy that they be considered by the Recreation Commission.

Adopted: Yeas: Commissioners Budnik, Schmeir, Lenko, Perry, Mayor Scott.
Nays: None.

Parks and Recreation Capital Improvements

Breckman gave an update on the status of the parks and recreation special revenue fund and the Parks millage. Further discussions regarding funding and allocation of funds will be held during the upcoming City Commission budget workshops.

Board of Review Appointments

22-3547

Motion by Commissioner Perry, second by Commissioner Lwnko, Christine Matyas be appointed as the regular member and Tom Treuter be appointed as alternate member to the Pleasant Ridge Board of Review.

Adopted: Yeas: Commissioners Perry, Lenko, Budnik, Schmeir, Mayor Scott.
Nays: None.

City Manager's Report

Update regarding the water line infrastructure study. Residential service line material identification and verification is ongoing. This materials study is required by the state and will be used for budget considerations.

Other Business

Schmier gave an update on the consultant interview for Woodward Heights traffic calming study. Breuckman announced the City of Royal Oak has terminated their contract for water and sewer maintenance with the City of Pleasant Ridge so, there will be an upcoming contract to be approved with the City of Pleasant Ridge and the Oakland County Water Resources Commissioner.

With no further business or discussion, Mayor Scott adjourned the meeting at 9:05pm.

Mayor Bret Scott

Amy M. Allison, City Clerk

February 2022

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	10,871.53
ACCOUNTS PAYABLE	\$	684,969.10
TAX LIABILITIES	\$	265,059.75

TOTAL	\$	960,900.38
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PAYROLL

February 9, 2022	\$	39,546.42
February 23, 2022	\$	37,605.69

TOTAL	\$	77,152.11
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CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
February 2022

PG 1

Check Date	Check	Vendor Name	Description	Amount
2/9/2022	6410500362	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,300.92
2/9/2022	6410500363	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 100.00
2/9/2022	6410500364	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 777.62
2/9/2022	6410500365	FOPLC	UNION DUES	\$ 192.00
2/9/2022	6410500366	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 32.09
2/9/2022	6410500367	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,070.95
2/23/2022	6410500368	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,126.14
2/23/2022	6410500369	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 451.05
2/23/2022	6410500370	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 741.19
2/23/2022	6410500371	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,979.57
2/23/2022	6410500372	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 100.00
TOTAL PAYROLL LIABILITIES				\$ 10,871.53

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
TAX LIABILITIES
January 2022

PG 2

Check Date	Check	Vendor Name	Description	Amount
02/22/2022	2882	BARBARA CALVANO	2021 TAX OVERPAYMENT	544.30
02/22/2022	2883	CITY OF PLEASANT RIDGE-DDA	2021 TAX COLLECTIONS	3,523.25
02/22/2022	2884	CITY OF PLEASANT RIDGE-GENERAL	2021 TAX COLLECTIONS	792.09
02/22/2022	2885	CITY OF PLEASANT RIDGE-TAXES	2021 TAX COLLECTIONS	103,042.45
02/22/2022	2886	FERNDALE SCHOOL DISTRICT	2021 TAX COLLECTIONS	48,182.54
02/22/2022	2887	OAKLAND COUNTY TREASURER	2021 TAX COLLECTIONS	108,085.99
02/22/2022	2888	STEVE FRANCIS	2021 TAX OVERPAYMENT	889.13
TOTAL TAX LIABILITIES				\$ 265,059.75

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
February 1, 2022

PG 3

Check Date	Check	Vendor Name	Description	Amount
02/01/2022	25133	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 30,498.71
02/01/2022	25134	BADGER METER, INC.	WATER METER SUPPORT SERVICES	\$ 1,106.97
02/01/2022	25135	BIRMINGHAM PUBLIC SCHOOLS	GARDEN TOUR BOOKLET PRINTING	\$ 465.00
02/01/2022	25136	CITY OF ROYAL OAK	DPW SERVICES-DECEMBER 2021	\$ 2,441.02
02/01/2022	25137	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 9,450.00
02/01/2022	25138	FONTANA CONSTRUCTION	SEWER OPEN CUT PROJECT	\$ 77,443.21
02/01/2022	25139	G2 CONSULTING GROUP	ENGINEERING SERVICES	\$ 3,700.00
02/01/2022	25140	INTERNATIONAL INSTITUTE OF	MEMBERSHIP DUES-ALLISON & EMSLEY	\$ 290.00
02/01/2022	25141	1 & 1 AUTO TRUCK CENTER	PD VEHICLE MAINTENANCE	\$ 25.00
02/01/2022	25142	LYNNA KAUCHECK	RECREATION PROGRAM INSTRUCTOR	\$ 683.20
02/01/2022	25143	O'REILY AUTO PARTS	PD VEHICLE MAINTENANCE	\$ 5.78
02/01/2022	25144	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSE EXPENSES	\$ 367.75
02/01/2022	25145	OAKLAND COUNTY TREASURER	CLEMIS USER FEES	\$ 2,393.50
02/01/2022	25146	PEWABIC POTTERY	COMMEMORATIVE TILE ORDER	\$ 2,000.00
02/01/2022	25147	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 10,838.00
02/01/2022	25148	ROBERT RIED	UNIFORM EXPENSES	\$ 97.49
02/01/2022	25149	SOCORRA	REFUSE COLLECTION AGREEMENT	\$ 9,927.00
02/01/2022	25150	SOLTMAN HEATING & COOLING	BUILDING MAINTENANCE	\$ 129.00
02/01/2022	25151	STEPHANIE VEMULA	REPLACEMENT CK 24942-RECREATION REFUND	\$ 45.00
02/01/2022	25152	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SERVICES	\$ 225.01
02/01/2022	25153	VETTRAINO CONSULTING	CAC FACILITATION PROJECT	\$ 956.80
02/01/2022	25154	WEX BANK	FUEL PURCHASES	\$ 1,743.98
TOTAL ACCOUNTS PAYABLE				\$ 154,832.42

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
February 16, 2022

PG 4

Check Date	Check	Vendor Name	Description	Amount
02/16/2022	25155	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 58.00
02/16/2022	25156	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$ 442.25
02/16/2022	25157	AMERICAN GENERATORS SALES & SERVICE	CITY HALL GENERATOR INSTALLATION	\$ 7,061.88
02/16/2022	25158	ANN JOHNSON	RECREATION PROGRAM REFUND	\$ 24.00
02/16/2022	25159	BANK OF NEW YORK	GENERAL OBLIGATION BOND PAYMENT	\$ 175,793.75
02/16/2022	25160	BRILAR	DPW SERVICES-DECEMBER 2021	\$ 51,090.27
02/16/2022	25161	CITY OF FERNDALE	INSPECTION SERVICES	\$ 2,212.50
02/16/2022	25162	CITY OF FERNDALE	FIRE SERVICES AGREEMENT	\$ 21,381.72
02/16/2022	25163	DAVID SMITH	RECREATION PROGRAM REFUND	\$ 48.00
02/16/2022	25164	DETROIT EDISON COMPANY	STREETLIGHTING EXPENSES	\$ 4,004.47
02/16/2022	25165	EUGENE LUMBERG	PROSECUTION SERVICES-JAN 2022	\$ 540.00
02/16/2022	25166	FITNESS THINGS	FITNESS EQUIPMENT REPAIRS	\$ 89.00
02/16/2022	25167	HYDROCORP	CROSS CONNECTION PROGRAM	\$ 125.00
02/16/2022	25168	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE	\$ 63.95
02/16/2022	25169	KATIE MCGOWAN	RECREATION PROGRAM INSTRUCTOR	\$ 1,184.00
02/16/2022	25170	LAURA GARCIA	RECREATION PROGRAM REFUND	\$ 24.00
02/16/2022	25171	LEGAL SHIELD	PREPAID LEGAL BENEFIT	\$ 51.80
02/16/2022	25172	OAKLAND COUNTY CLERKS ASSOC.	MEMBERSHIP DUES-ALLISON & EMSLEY	\$ 50.00
02/16/2022	25173	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE-MAPLEFIELD ALLEYS	\$ 30.00
02/16/2022	25174	OAKLAND COUNTY TREASURER	GWK DRAIN BOND PAYMENT	\$ 14,388.49
02/16/2022	25175	OAKLAND COUNTY TREASURER	GWK DRAIN BOND PAYMENTS	\$ 90,972.78
02/16/2022	25176	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT-JANUARY 2022	\$ 50,902.58
02/16/2022	25177	OAKLAND COUNTY TREASURER	ELECTION SERVICES	\$ 676.59
02/16/2022	25178	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 10,167.76
02/16/2022	25179	SOCWA	WATER PURCHASES	\$ 12,271.38
02/16/2022	25180	THE BANK OF NEW YORK	GENERAL OBLIGATION BOND AGENT FEES	\$ 750.00
02/16/2022	25181	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 953.09
02/16/2022	25182	TRAFFIC IMPROVEMENT ASSOCIATION	ANNUAL MEMBERSHIP DUES	\$ 882.00
02/16/2022	25183	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 476.75
02/16/2022	25184	W-S CITY OF PLEASANT RIDGE	CITY WATER PURCHASES	\$ 3,487.89
02/16/2022	25185	WETMORE TIRE AND AUTO	VEHICLE MAINTENANCE	\$ 43.00
02/16/2022	25186	ZACHARY SHIPPS	RECREATION PROGRAM REFUND	\$ 70.00

TOTAL ACCOUNTS PAYABLE

\$ 450,316.90

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
February 2022

PG 5

Check Date	Check	Vendor Name	Description	Amount
02/07/2022	2803	MUNICIPAL EMP. RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS - JANUARY 2022	39,885.32
02/24/2022	2804	MUNICIPAL EMP. RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS - FEBRUARY 2022	39,934.46
TOTAL ACCOUNTS PAYABLE				<u>\$ 79,819.78</u>



City of Pleasant Ridge

From: Kelly Howey, Plante Moran
To: Pleasant Ridge City Commission
Date: February 23, 2022
Re: FY22 Budget Amendment #1

Overview

The following budget amendments reflect actual year-to-date activity.

Background

Budget Amendment Group 1 – General Fund

General Fund activity is being amended to reflect actual year-to-date activity more accurately.

	<u>Increase (Decrease)</u>
Revenues	
101-000-653.000 Registration Program Fees	\$15,000
101-000-656.000 Municipal Fines	\$45,000
101-000-667.000 4 Ridge Rental	\$2,500
Expenditures	
101-172-714.003 Retirement – DB (Retirees)	\$12,470
101-248-931.000 Building Maintenance	\$12,500
101-253-714.003 Retirement – DB (Retirees)	(\$8,000)
101-253-801.000 Audit Contract	\$5,500
101-301-712.000 Medical Insurance	\$27,500

Budget Amendment Group 2 – Infrastructure Improvements

Infrastructure Improvement expenditures are being amended to reflect actual year-to-date activity and capital project changes more accurately. Expenditures for the NB Woodward streetscape and cycle track project are being moved from current FY22 to future FY23.

	<u>Increase (Decrease)</u>
Expenditures	
218-910-970.003 Capital Outlay – Facilities City Hall	\$24,000
218-910-970.446 Capital Outlay – Streets & Alleys	(\$400,000)

Budget Amendment Group 3 – Downtown Development Authority (DDA)

DDA expenditures are being amended to reflect actual year-to-date activity and capital project changes more accurately. Expenditures for the NB Woodward streetscape and cycle track project are being moved from current FY22 to future FY23.

	<u>Increase (Decrease)</u>
Expenditures	
260-730-809.000 Contractual Services	\$50,000
260-730-970.000 Capital Outlay	(\$200,000)

Budget Amendment Group 4 – Capital Improvement Fund

Capital Improvement Fund expenditures are being amended to reflect capital project expenses that carried over from prior FY21 to current year FY22.

	<u>Increase (Decrease)</u>
Expenditures	
401-910-970.750 Capital Outlay – Recreation	\$50,000

Budget Amendment Group 5 – Water and Sewer Fund

Water and Sewer Fund revenues and expenditures are being amended to reflect actual year-to-date activity, grant revenue, and capital project changes more accurately. Water sales during the critical July-September period were very low this year due to wet weather. This is somewhat offset by our ARPA funding of \$245,000 which was wholly allocated to the water fund for water infrastructure work. Engineering services expenditures will be above budgeted levels due to our DWSRF application and other water infrastructure planning costs. The water meter replacement program also carried over budget years, moving some costs from prior FY21 to current FY22.

	<u>Increase (Decrease)</u>
Revenues	
592-000-531.000 Federal Grants	\$245,000
592-000-642.000 Sales	(\$388,602)
Expenditures	
592-536-814.000 Engineering Services	\$65,000
592-536-910.000 Insurance & Bonds	\$10,000
592-536-937.000 Water Meter Maintenance	\$50,000



City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

From: Amy M. Allison, Asst. City Manager/City Clerk
To: City Commission
Date: March 2, 2022
Re: Delinquent Utility Accounts

Overview

Attached is a list of 27 properties that have become delinquent on their utility bill. Pleasant Ridge City Code establishes that if unpaid, charges for water service and sewage disposal constitute a lien on the premises where service is provided.

Background

Each year, usually in March, unpaid utility bills are certified to the City Commission. Once the City Commission approves the special assessments, the water clerk will mail a notification to each property regarding the potential lien. Property owners then have until May 1st to pay the full past due amounts.

For reference, last year there were 57 properties with a total delinquent balance of \$32,365 that received delinquent balance notices. 44 properties paid their delinquent balance by May 1, while 13 properties totaling \$13,254 received a special assessment lien for failure to pay their delinquent balance by May 1. Most of the properties that received a special assessment were repeat offenders who have had this happen to them multiple times and have paid off the special assessment with their summer taxes multiple times.

This year the 27 properties with a delinquent balance owe a total of \$21,371.02.

Requested Action

City Commission action to create a special assessment lien for any outstanding balance for these properties to be placed on the 2022 summer tax rolls after May 1st.

Account #	Service Address	Customer Name	Calculation Amount
AMHE-000036-0000-01	36 AMHERST RD	PAULA SUCAET	\$560.10
AMHE-000070-0000-02	70 AMHERST RD	HANI SALEM	\$1,265.04
DEVO-000033-0000-01	33 DEVONSHIRE RD	ELIZABETH HILL	\$187.40
DEVO-000048-0000-01	48 DEVONSHIRE RD	HOWARD THOMPSON	\$1,369.47
DEVO-000057-0000-02	57 DEVONSHIRE RD	JAMES SOMA	\$258.96
ELM -000021-0000-01	21 ELM PARK AVE	GARY GATHEN	\$498.31
FAIR-000041-0000-01	41 FAIRWOOD BLVD	DONALD MCGUIRE	\$1,169.48
KENB-000017-0000-01	17 KENBERTON DR	TRACY USNDEK-MAGIERA	\$107.75
KENS-000104-0000-01	104 KENSINGTON BLVD	DENISE CASTON-CLARK	\$636.26
MAPL-000095-0000-01	95 MAPLEFIELD RD	VICTORIA DELUCE	\$845.43
MAYW-000011-0000-01	11 MAYWOOD AVE	JONATHAN GRIGGS	\$222.95
MAYW-000048-0000-01	48 MAYWOOD AVE	CHRISTOPHER GREEN	\$1,496.33
MILL-000021-0000-01	21 MILLINGTON RD	DANIEL FUOCO	\$1,353.12
OAKD-000017-0000-01	17 OAKDALE BLVD	TROY BARBER	\$2,223.17
OAKD-000053-0000-01	53 OAKDALE BLVD	GARY SOBEK	\$823.10
OAKL-000036-0000-01	36 OAKLAND BLVD	SEAN STOKES	\$796.19
RIDG-000054-0000-01	54 RIDGE RD	GAIL GERDAN	\$435.12
SYLV-000010-0000-01	10 SYLVAN AVE	MARCIA LEVENSON	\$802.79
SYLV-000055-0000-01	55 SYLVAN AVE	BENJAMIN ROBERTS	\$110.43
SYLV-000058-0000-01	58 SYLVAN AVE	THOMAS MONTGOMERY	\$184.31
WDHT-000011-0000-01	11 WOODWARD HEIGHTS	DOROTHY WARREN	\$471.70
WDHT-000018-0000-01	18 WOODWARD HEIGHTS	ROBERT PIRAINO	\$1,263.70
WDHT-000020-0000-01	20 WOODWARD HEIGHTS	PAUL TAMM	\$947.96
WDSO-000009-0000-01	9 WOODSIDE BLVD	CHRISTOPHER HANDYSIDE	\$995.87
WELL-000020-0000-01	20 WELLESLEY	MICHAEL GJONAJ	\$800.32
WELL-000074-0000-01	74 WELLESLEY	74 WELLESLEY LLC	\$1,366.75
WOOD-023622-0000-02	23622 WOODWARD AVE	THOMAS PEARLMAN REV TRUST	\$179.01

TOTAL DELIQUENT UTILITY BILL AMOUNT

\$21,371.02



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: March 2, 2022
Re: Water and Sewer Operations and Maintenance Agreement

Overview

The City of Royal Oak has terminated our water and sewer maintenance agreement, effective April 1, 2022. I have been working on an agreement with the Oakland County Water Resources Commission to take over our water and sewer system operations and maintenance activities.

Background

The OCWRC will take over water and sewer maintenance work from Royal Oak. Pleasant Ridge will maintain ownership of the water and sewer systems, and we will continue to be the point of contact for residents. We will continue to manage water meter reads, water billing, customer service, and engineering design and capital improvement planning and execution. For example, we will continue to handle the design and construction of water mains and lead service lines. The OCWRC will be a resource available to us to assist with those efforts. There will be no change from our current in-house water system activities and responsibilities.

The WRC will provide maintenance services as needed and will complete repairs to the system if necessary. The WRC will provide GIS services and will also take over management of our cross-connection control program. By State rules, we must start enforcing residential cross-connections. The OCWRC will also serve as our water system's Designated Operator, a role currently held by Royal Oak. Certified Designated Operators require training and certification by the State. Nobody at Pleasant Ridge has such a certification.

The WRC will operate on a retainer basis, with the City maintaining a fund that the WRC will draw from as they complete work for us. The WRC will provide regular activity and cost reports. Our annual operations and maintenance costs will be directly related to the work involved.

About the OCWRC

The office of the Oakland County Water Resources Commissioner (WRC) is a county-wide elected office currently held by Jim Nash. The Oakland County Board of Commissioners, by resolution, delegated various responsibilities and authority to the WRC including management of stormwater, drinking water, and wastewater services for residents throughout Oakland County. The County, through the office of the WRC, performs operations and maintenance services to more than 15 local communities. Services include operations, maintenance, infrastructure improvements, billing, and customer service for the drinking water and sewer systems.

The WRC is staffed by more than 330 full-time employees, enabling personnel to specialize in not only water and sewer field operations, but also construction, asset management, rates, and billing. Many WRC employees have key relationships and networks with industry leaders and organizations, both regionally and across the country. This keeps WRC abreast of changes and challenges in the industry and provides access to information, technical assistance and pending policy decisions. These relationships have also positioned WRC as a national leader and creates opportunities to develop and share innovative programming. In addition, various Oakland County departments provide support services to WRC for finance and accounting, information technology, human resources, health and human services, vehicle and equipment maintenance, and procurement. Oakland County support has enabled WRC to take advantage of the County's AAA bond rating for any bond-financed WRC infrastructure investment projects.

Requested Action

City Commission approval of the contracts with the Oakland County Water Resources Commissioner for water and sewer operations and maintenance.

CITY OF PLEASANT RIDGE
WATER SYSTEM

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between the COUNTY OF OAKLAND, a Michigan constitutional corporation ("County"), whose address is 1200 N. Telegraph, Pontiac, Michigan, 48341 and the CITY OF PLEASANT RIDGE, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 ("City"). In this Agreement, either the County and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS the City owns a water supply system, which includes water mains and related appurtenances which shall collectively be known as the City of Pleasant Ridge Water Supply System, as set forth in the attached **Exhibit A** and as it may be expanded or altered from time to time (the "System"); and

WHEREAS the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth for in this Agreement; and

WHEREAS the County, by and through the Office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing water operations and maintenance services; and

WHEREAS the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

WHEREAS pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW THEREFORE BE IT RESOLVED in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the City mutually agree as follows:

Article I. Statement of Authority and Purpose.

- 1.1 Authority. Pursuant to Act 7 of 1967, and any other applicable laws of the State of Michigan, the County and the City enter into this Agreement to establish terms and conditions for the operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.
- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the System Enterprise Fund maintained by the County on behalf of and for the benefit of the City.

Article II. Definitions.

In addition to the above defined terms (i.e., "County", "City", "WRC", "Party" and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement.
- 2.3 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.
- 2.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the City and/or any City Agents, as defined herein.

- 2.5 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the Office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.
- 2.6 "City Agent" or "City Agents", shall be defined to include any and all City officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the System, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities and for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge(s)" shall be defined as the quarterly fee charged to the City for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon.
- 2.10 "Revenue" shall be defined as the funds derived from the Service Charges.
- 2.11 "State" shall be defined as the State of Michigan, a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government.
- 2.12 "System Enterprise Fund" shall be defined as the account for the System established and maintained by the County on behalf of the City.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.
- (a) The Services to be provided by the County to the City under this Agreement shall be performed by the County's "WRC Personnel" and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement. However, the County will

give due consideration to any input received from the City concerning the number and charges of Contractors and WRC Personnel assigned to provide Services for the System.

- (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
- (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the City during the term of this Agreement. This section shall not prohibit the City from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

3.2 System Capital Replacement Expenditures. Except in cases of emergencies, the County shall not expend funds from the System Enterprise Fund for capital replacement or improvement projects in excess of \$10,000 without prior approval from the City.

3.3 Notification of Work. The WRC will notify the City of any project or significant work performed by the WRC if it is likely to impede traffic or otherwise impact City operations.

3.4 Establish Reserves. The County may establish a reserve for system emergencies, system replacement, or other purposes with the consent of the City.

3.5 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the City shall be that of an Independent Contractor.

3.6 Insurance - County. The County will obtain and maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost:

- (a) Professional Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
- (b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
- (c) Certificates of Insurance.
 - i. So long as the City maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.

- (d) **Non-Exclusivity and Limitations of Insurance Coverage.** It is understood by the City, that the insurance coverages set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverages to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the City, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the various water and sewer systems operated and maintained by the County, including the City's System, and provide reasonable justification for the allocation of said cost to the City. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such, uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the City's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.
- 3.7 **Permit Assistance.** The County will assist the City in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 3.8 **Regulatory Compliance.** The County will supervise all regulatory compliance and financial transactions, except for the enforcement of the City's ordinances or regulations.
- 3.9 **Disbursing Funds.** Upon request from the City for the dispersal of funds from the System Enterprise Fund, the County shall promptly disburse funds to the City in the amount and manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.

Article IV. City's Responsibilities.

- 4.1 **Ordinance – Enforcement.** The City is responsible for enforcement of the City's ordinances and regulations relating to the System.
- 4.2 **Capital Replacement of System.** The City shall be responsible for expenditures for all capital replacement of System components.
- 4.3 **Testing and Sampling Fees; Consultant Fees.** The City agrees that the term "Costs" includes, but is not limited to, fees for testing, sampling, engineering services or studies, hydrological studies, master planning, capital improvements, as well as all of the costs related to procurement of the same, are a Cost which may be accounted for in the Rates and Charges.

- 4.4 Permits - City. The City will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 4.5 City - Insurance. It shall be the responsibility of the City to determine and obtain real and personal property insurance as well as professional liability and general liability insurance with limits that the City in its discretion, deems necessary and appropriate for the System and components of the System. To the extent permitted by law, and subject to the availability of funds necessary for the County to operate and maintain the System, the City may include as a System Cost, the City's cost of insurance, including any premium, self-insured retention or deductible. The County shall disburse funds to the City from the System Enterprise fund upon request from the City to pay for the cost of real and personal property insurance. In lieu of the City purchasing insurance described herein, if commercially available to the County, the County, on behalf of the City, may purchase and maintain such insurance, and charge the same as a System Cost.
- 4.6 Property Access. City will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The City will be responsible for all costs or Claims associated with securing rights of access.
- 4.7 Compliance with State and Federal Law and Regulations. The City will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any City duty or obligation under any applicable State or federal laws and/or regulations.
- 4.8 System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the System.

Article V. Compensation for Services.

- 5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the City. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the City, future Service Charges may be adjusted to balance the account. Additionally, the City shall be entitled to conduct, and/or may request the County to conduct, an independent audit of the County's records relating to the computation and assignment of the City's Costs and Overhead at any time. The cost of conducting such a review or audit shall be a Cost of the System.
- 5.2 County Services Performed Non-Profit Basis. The City acknowledges and agrees that the County will assist the City in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the system and therefore the County is without funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or be liable for the cost of operating, maintaining,

repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the City.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability.

- 6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 6.2 Liability for Claims. Except as otherwise provided in this Agreement, it is understood that each Party shall be responsible for any Claims made against that Party and for the acts or omissions of its respective employees or City/County Agents. With respect to Claims that arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including attorney fees. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- 6.3 Force Majeure; System Malfunction; Misuse or Vandalism of System. The City will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the City will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof; water loss, main breaks, hydrant damage and vandalism provided the same is not directly caused by the acts or omissions of County Agents.
- 6.4 No Third-Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the City and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the City and City Agents in the performance of all Services under this Agreement. The City agrees to ensure that City Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.
- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and

emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such purposes, and will notify the other Party of such designee(s). The liaisons also shall be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.

- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement or with respect to the Services provided under this Agreement, shall first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.
- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination shall be clearly stated in the notice.
- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.
- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The City will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by resolutions of both the City and the County. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.
- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as **Exhibit B**, may be amended by the WRC and approved by resolution of the City during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.
- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive, Bldg. 95-W
Waterford, Michigan 48328

CITY OF PLEASANT RIDGE

James Breuckman, City Manager
CITY OF PLEASANT RIDGE:
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
- 10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

By: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

CITY OF PLEASANT RIDGE

By: _____

By: _____

EXHIBIT A

Exhibit B
Scope of Services
Water System Operation and Maintenance

Oakland County, through the WRC agrees to perform the following operation and maintenance services of the Pleasant Ridge Water System ("System") (all of the following being referred as the "WRC Services" or "Services") on behalf of the City:

1. Sampling and testing required by the State and Federal government, if not completed by Southeast Oakland County Water Authority.
2. Operation and maintenance of the System, including all system water mains, public service leads, fire hydrants, valves, and all other facilities, equipment and appurtenances that are part of the System. The WRC will serve as designated operator for the water system. The water service lead between the service valve and the water meter is the responsibility of the property owner and will not be maintained by the WRC as it is not a part of the System. Water meters, and reading devices, shall not be read, maintained, changed out, tested, installed, or otherwise maintained by the WRC.
3. Perform residential and commercial cross connection inspections in accordance with the Michigan Safe Drinking Water Act, Public Act 399 of the Public Acts of 1976, as amended (MCLA 325.1001 *et seq.*), and the rules promulgated thereunder, and the WRC's Cross-Connection Program.
4. Receive and process all applications relating to water service connections to the System and collect all Rates and Charges relating to service connections.
5. Install all water service connections to the System, two (2) inches or fewer, including tapping the water main, installing the service lead within the road right of way or easement, installing a curb stop and restoration of the area effected in accordance with all of City's design and installation standards and requirements. Disconnect all water service connections to the System, two (2) inches or fewer, either at the watermain or the stop box.
6. Respond to requests from customers and the City for maintenance, water quality concerns, inspections and repairs, both emergency and routine. meter and billing issues will be handled by the City.
7. Establish, maintain, manage, and administer a System Enterprise Fund. Revenue collected by the County shall be deposited and maintained in the System Enterprise Fund. Costs for performing the Services under this Contract will be deducted from the System Enterprise Fund as payment for such Services.
8. Keep all necessary records and books of account pertaining to its dealings with the users of the System within the City and the System Enterprise Fund and make same available to the City upon request.
9. Comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System Enterprise

Fund. Upon request of the City, provide the City with a quarterly accounting statement, a quarterly operation and maintenance activity report and annual report for the City's review in accordance with the County's fiscal year. Upon request, allow the City or City agents to audit the System Enterprise Fund accounts, books and statements, and provide City with supporting documentation and copies of such materials if requested.

10. Subject to applicable laws, City ordinances and proper notice to the System users, on behalf of the City, the County may terminate any water service to a water customer who has failed to comply with cross connection or other water quality rules.
11. The County will pay over to the City, upon request, any surcharges for water connections for water service which the City may establish and charge in excess of the Rates and Charges established and collected by the County.
12. The County will provide a 24-hour, 7-day per week dispatch center to monitor reports of System emergencies, and will dispatch emergency service crews to respond to such reports as appropriate.
13. The County and WRC Personnel shall comply with all Federal, State, Great Lakes Water Authority (GLWA), Southeast Oakland County Water Authority (SOCWA) and local permits and license issues applicable to the operation and maintenance of the System.
14. All Services provided by the County under this Contract will be performed in accordance with all applicable State and Federal laws and regulations, including, without limitation, the Michigan Safe Drinking Water Act, Public Act 399 of the Public Acts of 1976, as amended, MCL 325.1001 to 325.1023, as well as all applicable City ordinances.
15. The County shall establish, provide and implement water system operation and maintenance-related programs, studies, reports, testing, sampling, inspections and surveys in accordance with City, State, and Federal mandates.
16. The County will, replace or repair existing components of the System which are identified by the County or City to be in need of repair or replacement. Upon completion of such repairs and replacements, if the System has been altered in any material way the County will provide to the City record drawings and update the Geographic Information System (GIS) and any related database(s) to contain current infrastructure information. Unless otherwise agreed in writing by the Parties, the County's obligation to repair or replace shall be limited to the fund balance contained in the System Enterprise Fund.
17. The County will maintain, and update as necessary, the GIS and any related database(s) of the System. The County also will provide the City with hard copies and digital copies of the mapping, and updates as requested, in a manner compatible with the City's GIS, and will provide interconnectivity between the City and County GIS when in place. The County will update the GIS and any related database(s) of the System upon being provided record drawings or other information from the City identifying corrections and/or modifications of the System

and upon the County performing Services that result in modifications of the System. The City is responsible for providing accurate record drawing information.

18. The County will conduct MISS DIG operations, in accordance with Public Act 53 of the Public Acts of 1974, as amended, (MCLA 460.701 *et seq.*) on behalf of the City as they pertain to the operations and maintenance of the System.
19. In the event System repairs or replacement is deemed attributable to outside parties, (i.e., Contractor damage or customer negligence), consistent with applicable City ordinances, the WRC will bill the responsible party at the City's direction. If any portion or the entire bill is deemed uncollectible, the uncollected amount will be charged directly to the System Enterprise Fund.

Exhibit C OVERHEAD EXPENSE

WRC Overhead charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expense includes, but is not limited to:

Billing Services Unit

Labor, equipment, payment processing, bill preparation, postage and other related costs necessary to provide customer service for the communities WRC operates and maintains.

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up to date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

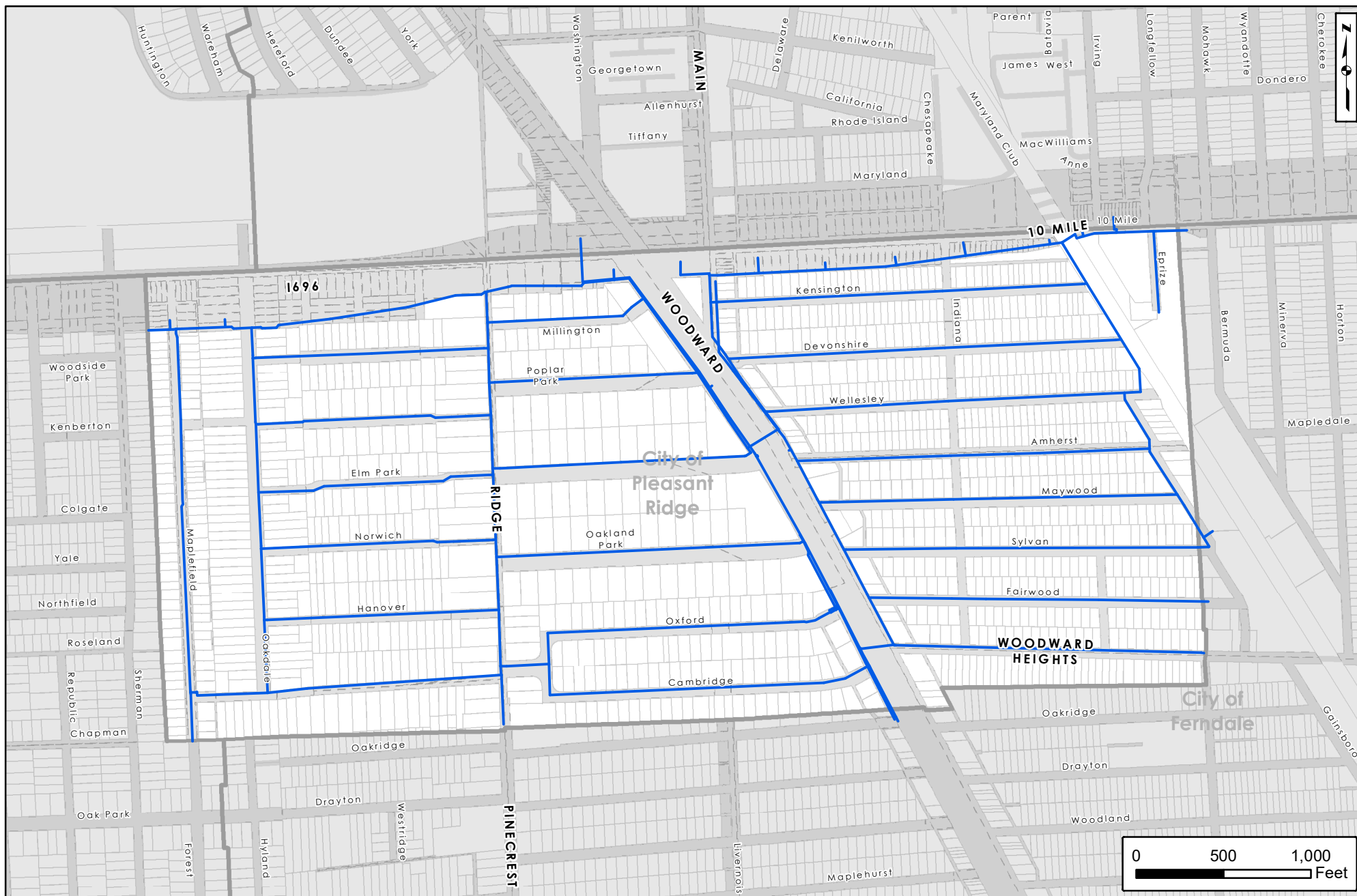
Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support


Various Oakland County departments support the staff and work performed at WRC. These departments include Human Resources, Purchasing, Info Tech and Fiscal Services. The portion of their costs which is charged to WRC is then allocated to the funds operated by this division.



DISCLAIMER:

The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Exhibit A City of Pleasant Ridge Water Main*

 Pleasant Ridge
 Water Main

CITY OF PLEASANT RIDGE
SEWER SYSTEM

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between the COUNTY OF OAKLAND, a Michigan constitutional corporation ("County"), whose address is 1200 N. Telegraph, Pontiac, Michigan 48341 and the CITY OF PLEASANT RIDGE, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 ("City"). In this Agreement, either the County and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS the City owns a sewer system that is further described in **Exhibit A**, which is known as the City of Pleasant Ridge Sewer System, and as it may be expanded or altered from time to time (the "System"); and

WHEREAS the City desires to engage the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS the County, by and through the Office of the Oakland County Water Resources Commissioner ("WRC"), has qualified personnel capable of providing sewer operations and maintenance services; and

WHEREAS the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, being MCL 124.501, *et seq.* (the "Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

WHEREAS pursuant to resolutions adopted by their respective legislative bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW THEREFORE BE IT RESOLVED in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the City mutually agree as follows:

Article I. Statement of Authority and Purpose.

- 1.1 Authority. Pursuant to Act 7 of 1967, and any other applicable laws of the State of Michigan, the County and the City enter into this Agreement to establish terms and conditions for the operation and maintenance of the System. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.
- 1.2 Purpose. The purpose of this Agreement is to authorize the County to operate and maintain the System on behalf of the City on a non-profit basis and in accordance with the Services detailed in **Exhibit B** attached hereto. In exchange for the Services, the County shall be reimbursed for its Costs and Overhead from the Revenue collected and deposited in the System Enterprise Fund maintained by the County on behalf of and for the benefit of the City.

Article II. Definitions.

In addition to the above defined terms (i.e. "County", "City", "WRC", "Party" and "Parties") and any terms defined in other sections of this Agreement (e.g., "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Agreement" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Parties.
- 2.2 "Cost(s)" shall be defined as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, building/facility and vehicle/equipment rental and subcontractor services devoted to the Services as defined in this Agreement.
- 2.3 "Contractor" shall be defined as an independent contractor engaged by the County to perform the Services and responsibilities necessary to carry out the objectives under this Agreement.
- 2.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the City and/or any City Agents, as defined herein.

- 2.5 "WRC Personnel" as used in this Agreement shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and assigned by the County to work in the Office of the Oakland County Water Resources Commissioner as shown in the County budget and/or personnel records of the County.
- 2.6 "City Agent" or "City Agents" shall be defined to include any and all City officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the County and/or any County Agents, as defined herein.
- 2.7 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the System, but does not include claims between the Parties.
- 2.8 "Overhead" shall be defined to include the following: all allocation of the labor cost, including statutory and customary fringe benefits, of personnel responsible for administering this contract or supervising the work performed in connection with this Agreement; an allocation of expenses of the WRC; and an allocation of indirect costs of Oakland County charged to the WRC for the use of buildings and facilities and for support services, such as (but not limited to) legal, personnel, accounting, computer support, and insurance/risk management. The Overhead expense allocations and methodology are set forth in **Exhibit C**.
- 2.9 "Service Charge(s)" shall be defined as the quarterly fee charged to the City for the operations and maintenance of the system. The fee is reviewed on an annual basis and modified from time to time as mutually agreed upon.
- 2.10 "Revenue" shall be defined as the funds derived from the Service Charges.
- 2.11 "State" shall be defined as the "State of Michigan", a sovereign governmental entity of the United States, and also shall include within its definition any and all departments or agencies of State government.
- 2.12 "System Enterprise Fund" shall be defined as the account for the System established and maintained by the County on behalf of the City.

Article III. County Responsibilities; WRC Operation and Maintenance Services.

- 3.1 Services. The County agrees to perform the operation and maintenance services for the System (all of the following being referred to in this Agreement as the "WRC Services" or "Services") as set forth in **Exhibit B** attached to this Agreement.
- (a) The Services to be provided by the County to the City under this Agreement shall be performed by the County's "WRC Personnel" and/or Contractor. The County will maintain and designate a sufficient number of County Agents and WRC Personnel, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Agreement. However, the County will

give due consideration to any input received from the City concerning the number and charges of Contractors and WRC Personnel assigned to provide Services for the System.

- (b) The County shall be responsible for furnishing all WRC Personnel and Contractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all WRC Personnel in the performance of any and all Services under this Agreement. The County shall remain the sole and exclusive employer of all County Agents and WRC Personnel.
- (c) This Agreement is neither intended, nor shall it be interpreted, to create, change, or otherwise affect or control, in any manner any employment right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or WRC Personnel. Except as expressly provided for under the terms of this Agreement and/or laws of this State, no County Agent or WRC Personnel, while such person is currently and/or actively employed by the County shall be employed or utilized to perform any other services by or for the City during the term of this Agreement. This section shall not prohibit the City from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

3.2 System Capital Replacement Expenditures. Except in cases of emergencies, the County shall not expend funds from the System Enterprise Fund for capital replacement or improvement projects in excess of \$10,000 without prior approval from the City.

3.3 Notification of Work. The WRC will notify the City of any project or significant work performed by the WRC if it is likely to impede traffic or otherwise impact City operations.

3.4 Establish Reserves. The County may establish a reserve for system emergencies, system replacement, or other purposes with the consent of the City.

3.5 Independent Contractor. At all times and for all purposes under the terms of this Agreement, the County and/or any and all County Agents' legal status and relationship to the City shall be that of an Independent Contractor.

3.6 Insurance - County. The County will obtain and maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan, but only if such insurance coverage is commercially available. It is understood and agreed, that all costs, including the premium, self-insured retention or deductible, shall be included as a System Cost:

- (a) Professional Liability or Errors and Omissions with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
- (b) Commercial General Liability with limits of \$10,000,000 per occurrence and \$15,000,000 aggregate.
- (c) Certificates of Insurance.
 - i. So long as the City maintains current on its annual premium for the coverage outlined herein, it shall be a Named Insured under the policy.

- (d) **Non-Exclusivity and Limitations of Insurance Coverage.** It is understood by the City, that the insurance coverages set forth herein and obtained and maintained by the County is not exclusive to this Agreement. Meaning, that the County may purchase and maintain the insurance coverages to insure the County (its respective elected officials, officers, employees, and agents) against such Claims arising from the County Services provided under this Agreement, as well as similar Services the County provides to other municipal public corporations. As such, the City, along with other participating municipal corporations, will share in the cost of the insurance premium paid by the County. To this end, the County agrees to reasonably allocate the premium paid for the insurance to the various water and sewer systems operated and maintained by the County, including the City's System, and provide reasonable justification for the allocation of said cost to the City. In addition, it is understood and agreed, that the purchase of insurance and payment of the premium (as a System Cost), does not guarantee insurance coverage for any Claim. All policies set forth herein are subject to the terms, conditions, and limitations set forth in the insurance policies. As such, uninsured Claims shall be and remain a System Cost. Moreover, insured Claims arising from the County's Services to a municipal water and sewer system, other than the City's System, may limit or possibly eliminate coverage of a Claim arising from the County's Services under this Agreement. In the event of such an occurrence, it is understood that an otherwise insured Claim that is in excess of any valid and collectible insurance rights/policies, shall be and remain a System Cost.
- 3.7 **Permit Assistance.** The County will assist the City in the procurement of all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 3.8 **Regulatory Compliance.** The County will supervise all regulatory compliance and financial transactions, except for the enforcement of the City's ordinances or regulations.
- 3.9 **Disbursing Funds.** Upon request from the City for the disbursement of funds from the System Enterprise Fund, the County shall promptly disburse funds to the City in the amount and manner requested, provided that the balance remaining in the System Enterprise Fund is adequate for the operation and maintenance of the System.

Article IV. City's Responsibilities.

- 4.1 **Ordinance – Enforcement.** The City is responsible for enforcement of the City's ordinances and regulations. The City has adopted or shall hereafter adopt one or more ordinances regulating or prohibiting the discharge of fats, oils and grease, or industrial waste to the System, including those pertaining to user pretreatment standards; and, the billing and collection of Costs related thereto.
- 4.2 **Capital Replacement of System.** The City shall be responsible for expenditures for all capital replacement of System components.
- 4.3 **Testing and Sampling Fees; Consultant Fees.** The City agrees that the term "Costs" includes, but is not limited to, fees for testing, sampling, engineering services or studies,

master planning, capital improvements, as well as all of the costs related to procurement of the same, are a Cost which may be accounted for in the Rates and Charges.

- 4.4 Permits - City. The City will be responsible for procuring, and in accordance with their respective terms, all permits, guarantees, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain the System received by or granted to the City as the owner of the System.
- 4.5 City - Insurance. It shall be the responsibility of the City to determine and obtain real and personal property insurance as well as professional liability and general liability insurance with limits that the City in its discretion, deems necessary and appropriate for the System and components of the System. To the extent permitted by law, and subject to the availability of funds necessary for the County to operate and maintain the System, the City may include as a System Cost, the City's cost of insurance, including any premium, self-insured retention or deductible. The County shall disburse funds to the City from the System Enterprise fund upon request from the City to pay for the cost of real and personal property insurance. In lieu of the City purchasing insurance described herein, if commercially available to the County, the County, on behalf of the City, may purchase and maintain such insurance, and charge the same as a System Cost.
- 4.6 Property Access. The City will be responsible for and will secure the right of access necessary for WRC Personnel or Contractors to perform the Services under this Agreement. The City will be responsible for all costs or Claims associated with securing rights of access.
- 4.7 Compliance with State and Federal Law and Regulations. The City will be and remain responsible for Costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any City duty or obligation under any applicable state or federal laws and/or regulations.
- 4.8 System Ownership. Notwithstanding any other term or condition in this Agreement, no provision in this Agreement is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the System.

Article V. Compensation for Services.

- 5.1 Compensation from System Revenue. The County's Costs and Overhead incurred for the Services shall be compensated from the Revenue from the System. In the event that the Costs and Overhead exceed the Revenue in any one year, then any deficiency may be recovered by adjusting the Service Charge or from the general fund of the City. In the event that annual Costs and Overhead are less than the annual Revenue, then upon the sole discretion and direction of the City, future Service Charges may be adjusted to balance the account. Additionally, the City shall be entitled to conduct, and/or may request the County to conduct, an independent audit of the County's records relating to the computation and assignment of the City's Costs and Overhead at any time. The cost of conducting such a review or audit shall be a Cost of the System.
- 5.2 County Services Performed Non-Profit Basis. The City acknowledges and agrees that the County will assist the City in the operations and maintenance of the System on a non-profit basis for the benefit of the users of the system and therefore the County is without

funds to finance, operate and maintain the System except for the Revenue derived from the System users. Therefore, it is understood and agreed that in no event shall the County or its general fund be charged with or liable for the cost of operating, maintaining, repairing, replacing, or administering the System. All Costs and Overhead associated with the Services under this Agreement will be the responsibility of the City.

Article VI. Standard of Care; Warranty Waiver; Consequential Damages; Liability; and PA 222 Liability.

- 6.1 Standard of Care; Waiver of Warranty and Consequential Damages. The County will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, the County makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR IMPLIED BY THE COUNTY WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 6.2 Liability for Claims. Except as otherwise provided in this Agreement, it is understood that each Party shall be responsible for any Claims made against that Party and for the acts or omissions of its respective employees or City/County Agents. With respect to Claims that arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including attorney fees. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- 6.3 PA 222 Liability for Third-Party Claims Caused by Defects or Infiltration and Inflow of System. To the extent permitted by law, the City agrees to pay any and all Claims, including the defense of and claims asserted against the County, for sewage disposal system events as defined in Section 16 of Act 170 or the Public Acts of 1964, as amended (by Public Act 222 of the Public Acts of 2001), MCL 691.1416, arising from design or construction defects, or from the infiltration and/or inflow of stormwater to the System.
- 6.4 Force Majeure; System Malfunction; Misuse or Vandalism of System. The City will be responsible for damage and liability to the System or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property. In addition, the City will be responsible for all Claims, damages and liability caused by design and/or construction defects, malfunction or failure of the System or any component thereof, sewer breaks, and vandalism provided the same is not directly caused by the acts or omissions of County Agents.

- 6.5 No Third Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the City and the County.

Article VII. Cooperation and Communication; Dispute Resolution.

- 7.1 Cooperation. The County agrees to ensure that all County Agents fully cooperate with the City and City Agents in the performance of all Services under this Agreement. The City agrees to ensure that City Agents cooperate with WRC Personnel in the performance of the Services under this Agreement.
- 7.2 Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such purposes, and will notify the other Party of such designee(s). The liaisons shall also be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.
- 7.3 Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement, or with respect to the Services provided under this Agreement, shall first be submitted to an alternative dispute resolution process. Such an alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. If the matter is not resolved through an alternative dispute resolution process, or if the Parties cannot agree upon the form and procedures for the alternative dispute resolution process, the Parties may seek legal recourse in a court of competent jurisdiction. For claims requiring immediate relief to prevent irreparable harm, either Party may seek relief directly from a court of competent jurisdiction without submitting the matter to the alternative dispute resolution process.

Article VIII. Term; and Termination.

- 8.1 Term. The Parties agree that the term of this Agreement shall begin on the Effective Date of this Agreement. This Agreement shall be effective for an initial term of ten (10) years from the effective date, and shall be automatically extended for additional ten (10) year terms, unless terminated as provided herein, or otherwise agreed to in writing by the Parties.
- 8.2 Termination. Notwithstanding any other term or provision in any other section of this Agreement, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination shall be clearly stated in the notice.
- 8.3 Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement. The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement.

- 8.4 Cooperation Following Termination of Agreement. In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the County's operation and maintenance of the System. The City will be responsible for all Costs and Overhead incurred by the County through the date of termination, including the Costs and Overhead incurred by the County during the termination notice period referenced above to wind down and end the County's involvement in the provision of the Services.

Article IX. Agreement Approval; Effective Date; and Amendments; Changes to Scope of Services.

- 9.1 Agreement Approval; Amendments; and Effective Date. Except as otherwise provided herein, this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by resolutions of both the City and the County. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.
- 9.2 Amendment to Scope of Services. During the term of this Agreement, the Scope of Services attached hereto as **Exhibit B**, may be amended by the WRC and approved by resolution of the City during the term of this Agreement without requiring a resolution from the County Board of Commissioners.

Article X. General Provisions.

- 10.1 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 10.2 Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 10.3 Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 10.4 Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.

- 10.5 Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.6 Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

COUNTY OF OAKLAND:

OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

CITY OF PLEASANT RIDGE

James Breuckman, City Manager
CITY OF PLEASANT RIDGE:
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

- 10.7 Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 10.8 Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
- 10.9 Recitals. The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

COUNTY OF OAKLAND

By: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

CITY OF PLEASANT RIDGE

By: _____

By: _____

EXHIBIT A

Exhibit B
Scope of Services
Sewer System Operation and Maintenance

The County agrees to perform the following operation and maintenance services of the Pleasant Ridge Sewer System ("System") (all of the following being referred as the "WRC Services" or "Services") on behalf of the City:

1. Operation and maintenance of pump stations and appurtenances, including the payment of power costs and lawn and landscape maintenance.
2. Operation and maintenance of the System, including all System gravity sewers, force mains, manholes, meters, pump stations and all other facilities, equipment and appurtenances that are part of the System. The sewer service lead from the public sewer system to the building including the sewer lead connection at the public sewer system is the responsibility of the property owner and will not be maintained by the WRC as it is not part of the System.
3. Compute and bill quarterly, charges for the Services rendered to each user connected to the System in accordance with the Rates and Charges established by the City. The charges will be payable thirty (30) days after the date of each quarterly billing or such other time period as may be set by the City by ordinance or resolution and shall bear such penalties and late charges, as the City by ordinance shall provide. Past due amounts may also be certified to the tax roll for collection.
4. Provide house lead connection inspections in accordance with City issued permits.
5. Respond to requests from customers and City for maintenance, inspections and repairs, both emergency and routine.
6. Establish, maintain, manage, and administer a System Enterprise Fund. Revenue collected by the County shall be deposited and maintained in the System Enterprise Fund. On a quarterly basis, the County shall determine the costs and overhead incurred during said quarter in performing the Services under this Contract and deduct such amount from the System Enterprise Fund as payment for such Services.
7. Keep all necessary records and books of account pertaining to its dealings with the users of the System within the City and the System Enterprise Fund, and make same available to the City upon request.
8. Comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the System Enterprise Fund. Upon request of the City, provide City a quarterly accounting statement, a quarterly operation and maintenance activity report and annual report for the City's review in accordance with the County's fiscal year. Upon request, allow the City or City agents to audit the System Enterprise Fund accounts, books and statements, and provide City with supporting documentation and copies of such materials if requested.

9. The County will provide, maintain and monitor a Supervisory Control and Data Acquisition System (SCADA) to provide alarms on System facilities operated and maintained by the County.
10. The County will provide a 24-hour, 7-day per week dispatch center to receive alarms from the Supervisory Control and Data Acquisition (SCADA) system and any other reports of System emergencies and will dispatch emergency service crews to respond to such alarms and reports.
11. All Services provided by the County under this Contract will be performed in accordance with all applicable County, State and Federal permits and regulations, all applicable State and Federal laws and all applicable City ordinances.
12. The County shall establish, provide and implement sewer system operation and maintenance-related programs, studies, reports, testing, sampling, inspections and surveys in accordance with City, State, and Federal mandates.
13. The County will, replace or repair existing components of the System, excluding private sewer leads, which are identified by the County or City to be in need of repair or replacement. Upon completion of such repairs and replacements, if the System has been altered in any material way the County will provide to the City as-builts and update the GIS infrastructure mapping and database. Unless otherwise agreed in writing by the Parties, the County's obligation to repair or replace shall be limited to the fund balance contained in the System Enterprise Fund.
14. The County will maintain, and update as necessary, Geographic Information System (GIS) infrastructure mapping and database of the System. The County also will provide City hard copies and digital copies of the mapping, and updates as requested, in a manner compatible with City's GIS system, and will provide interconnectivity between the City and County GIS systems when in place. The County will update the GIS mapping and database of the System upon being provided as-builts or other information from the City identifying corrections and/or modifications of the System and upon the County performing Services that result in modifications of the System. The City is responsible for providing accurate "as-built" information.
16. MISS DIG. The County will conduct MISS DIG operations, in accordance with Public Act 53 of the Public Acts of 1974, as amended, (MCLA 460.701 *et seq.*) on behalf of the City as they pertain to the operations and maintenance of the Sewer System.
17. PA 222 Notification. In the event that either the City or the County receives notice from a user of the Sewer System of a possible claim and such notice is governed by the provisions of Public Act 222 of 2001, then the party receiving the notice agrees to: (i) provide the potential claimant with the information required by Act 222, (ii) notify the other party to this Agreement of the potential claim, and (iii) fully comply with the requirements of Act 222.

18. In the event that System repairs or replacement is deemed attributable to outside parties, (i.e., Contractor damage or customer negligence), consistent with applicable City ordinances, the WRC will bill the responsible party at the City's direction. If any portion or the entire bill is deemed uncollectible, the uncollected amount will be charged directly to the System Enterprise Fund.

Exhibit C OVERHEAD EXPENSE

WRC Overhead charges are expenses not included in the direct hourly system labor and equipment costs. Overhead is allocated to all the systems that WRC services. Overhead expense includes, but is not limited to:

Billing Services Unit

Labor, equipment, payment processing, bill preparation, postage and other related costs necessary to provide customer service for the communities WRC operates and maintains.

Safety Program

Labor, equipment and training needed to meet or exceed all required safety standards.

Training

Training and certification costs for field and engineering staff required to keep them up to date on industry standards and innovations.

WRC Administration

Labor, equipment and training required to oversee the daily WRC operations. This includes Permitting, Mapping, GIS, Asset Management and Miss Dig.

Building Use and Maintenance

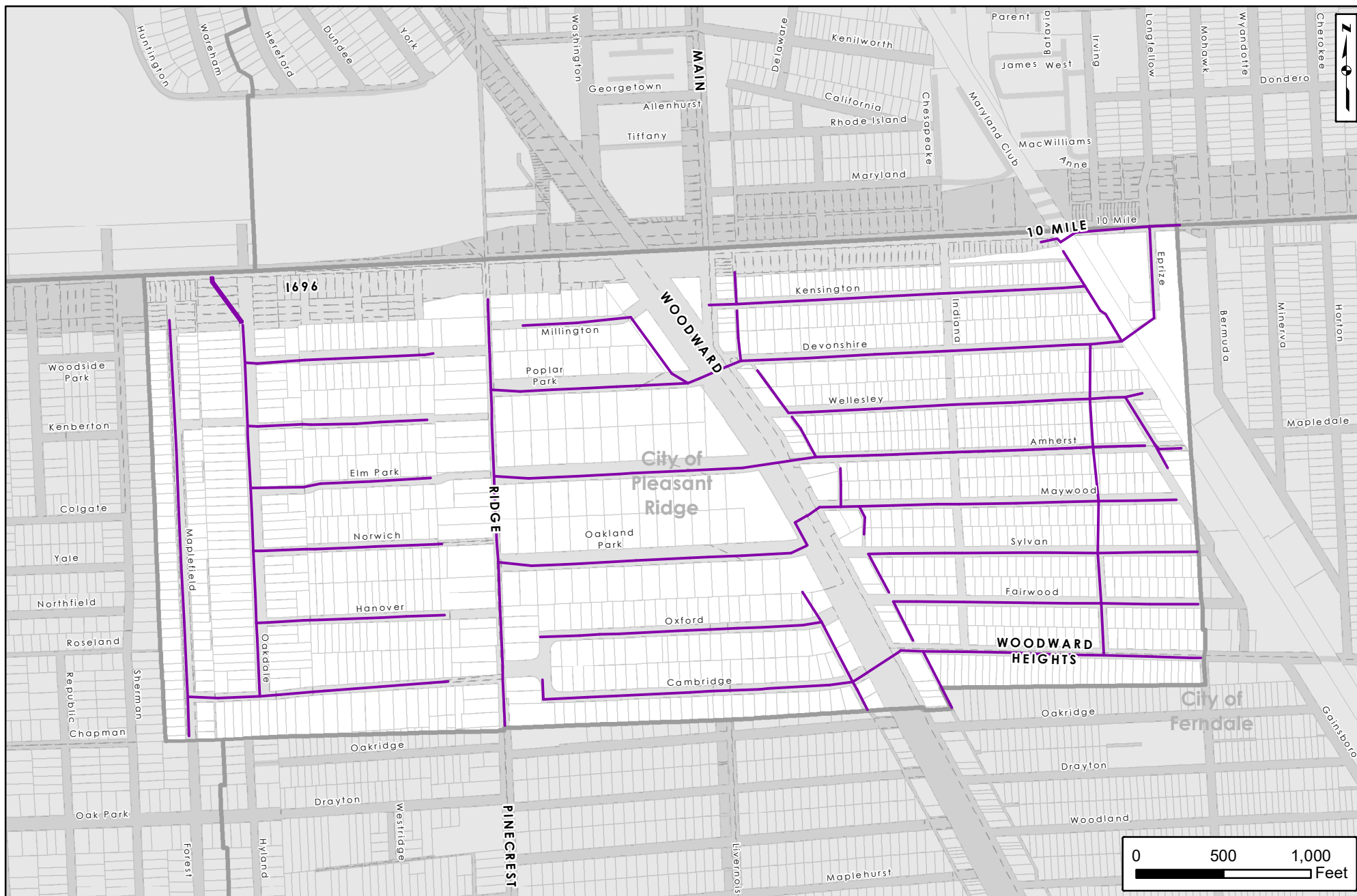
Use of the various WRC buildings (includes Water Maintenance, Pump Maintenance, Billing Services and Public Works buildings) and labor equipment, insurance, utilities, supplies and other related costs needed to operate and maintain such buildings.

Miscellaneous Supplies

Supplies which are not inventoried and not purchased for a specific system are allocated to the benefiting systems. This category includes uniforms, gloves, boots and repair parts.

Oakland County Support

Various Oakland County departments support the staff and work performed at WRC. These departments include Human Resources, Purchasing, Info Tech and Fiscal Services. The portion of their costs which is charged to WRC is then allocated to the funds operated by this division.



DISCLAIMER:

The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Exhibit A City of Pleasant Ridge Combined Sewer Main*

Pleasant Ridge
Combined Sewer
Main



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: March 3, 2022
Re: Woodward Heights Traffic Management Study

Overview

The selection committee has recommended that the City Commission award the contract for the Woodward Heights traffic management study to Toole Design.

Background

The city received three responses to our request for qualifications. Two firms, Rowe and Toole Design, were selected to interview. Both firms were well regarded by the selection committee and both firms were invited to prepare a cost proposal. Toole design has provided a cost proposal. Rowe has not been able to provide a cost proposal because an important member of their project team has left their firm.

Considering the above, the selection committee is recommending that the City Commission award the contract for the Woodward Heights traffic management study to Toole Design for an amount not to exceed \$39,921.37.

The cost for this study was higher than anticipated, however, Toole has put forward a thoughtful project plan that supports the proposed cost. The third firm that was not selected to interview did provide a price proposal of \$40,775 in their response, which provides some evidence of the going market rate for this kind of work. Given the timing of our consultant selection and when the work will occur, we will be able to spread the cost for this project over two budget years. I am also hopeful that the conclusions and information gathered from this project will be transferrable to and inform our response to traffic concerns in the city broadly.

Requested Action

City Commission approval to award the contract for the Woodward Heights traffic management study to Toole Design in an amount not to exceed \$39,921.37.

DECEMBER 1, 2021

CITY OF PLEASANT RIDGE WOODWARD HEIGHTS TRAFFIC MANAGEMENT STUDY



December 1, 2021

City of Pleasant Ridge
Amy Allison, City Clerk
23925 Woodward Avenue
Pleasant Ridge, MI 48069
cityclerk@cityofpleasantridge.org

Re: City of Pleasant Ridge Woodward Heights Traffic Management Study

Dear Ms. Allison and Members of the Selection Committee:

Toole Design Group is pleased to submit our proposal for creating traffic management and traffic calming strategies for Woodward Heights in Pleasant Ridge. Our work is always conducted through the lens of safety, equity, future-readiness, and quality of life which has established Toole Design as the nation's leading multimodal transportation planning and engineering firm, making our team uniquely qualified to complete the tasks included in the scope for this project.

We have developed an approach that is well-suited to the scale of the project and balance technical analysis with stakeholder engagement. While the technical issues on Woodward Heights are common to many neighborhood traffic management projects, the solutions should not be generic. Our process will spark creative thinking and inclusive problem solving, resulting in a distinctive, 21st century approach.

Based on our work on the Woodward Avenue Walk Audit and Traffic Study and FerndaleMoves we understand the vision, challenges, stakeholders, and agencies surrounding the Woodward Avenue Corridor. Over the past three years, Toole Design has helped Ferndale and Pleasant Ridge redefine Woodward Avenue and surrounding streets from the vehicle-oriented existing condition to one with walkable transit opportunities, high quality public spaces, and safe bicycle facilities. Through this important work, Woodward Avenue will become a positive experience for people living in and traveling through the area. The work described in this RFQ for Woodward Heights, provides an important connection from Woodward corridor to adjacent neighborhoods as one of the only streets that crosses the railroad tracks. Through discussions during the development of FerndaleMoves, we understand the difficulty that the railroad tracks and infrequent crossing opportunities put on residents in the area. Woodward Heights must operate safely for everyone, integrate into the larger mobility network, and fit into the context of neighboring residences and businesses.

With Woodward Height's needs in mind, our team will help the City understand the current operations on Woodward Heights as well as the neighboring community's hopes for the future. This will lead toward feasible, maintainable, and effective public realm improvements. Toole Design has experience working closely with residential communities on traffic calming projects and we are ready to prepare and implement authentic engagement that promotes meaningful involvement from the community and stakeholder members. This will ensure that final recommendations reflect the needs and desires of the Pleasant Ridge community.

At Toole Design, we are known for our commitment to high quality planning and engineering deliverables, and we encourage you to reach out to our references regarding our work. We are excited for the opportunity to work in the neighborhood again. If you have any questions, please contact Proposed Project Manager Katy Sawyer at ksawyer@tooledesign.com or 412.990.3312 x460.

Sincerely,



Ciara Schlichting, AICP
Director of Operations, Midwestern U.S.

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TEAM INTRODUCTION

FIRM PROFILE

Toole Design is committed to designing and building spaces where people can move freely and intuitively, enjoying the experience and becoming a part of the community. Our success is built on collaborative partnerships with our clients, and thinking that goes beyond conventional solutions. For 18 years, we've transformed the way people move and helped communities thrive.

We give our clients high-quality, accurate evaluations of the multimodal transportation system. We also understand that transportation patterns and habits across the country are changing, shifting from a focus on motor vehicles to walking, biking, and transit. Our traffic engineering staff are at the forefront of evaluating and testing new ways to measure and quantify the impacts of multimodal improvements beyond conventional Vehicle Level of Service calculations.

Toole Design's staff is composed of professionals with a strong foundation in traffic capacity analysis and simulation, safety analysis, parking studies and management, and signal design. Our traffic and parking analysis capabilities include collecting and managing a wide variety of data that includes turning movement counts; pedestrian and bicycle counts; speed, volume, and vehicle classification data; signal timing data; behavioral observations; user surveys; crash data; GIS information; geometric and traffic controls; and parking usage and capacity.

We use this data in a variety of ways. For example, in Boston, MA, we conducted intersection analyses to provide recommendations for potential geometric and/or signalization changes to reduce pedestrian conflicts and improve the functionality of a congested downtown intersection. We also worked with Arlington County, VA to analyze the potential impacts of a school development project, developing future trip generation studies, assessing future traffic and parking impacts, and making recommendations to improve pedestrian, bicycle, and motor vehicle traffic operations and safety. In Alexandria, VA's historic Old Town, we developed recommendations to provide adequate space for high pedestrian volumes while maintaining motor vehicle, bicycle, delivery vehicle, and transit access within the limited right-of-way.

SIMILAR PROJECTS COMPLETED IN THE LAST 5 YEARS

Woodward Bicycling and Walking Safety Audit,
Ferndale and Pleasant Ridge, MI

Woodward Avenue Road Diet Feasibility Study,
Ferndale, MI

Central Alexandria Study, Alexandria, VA

Greenville Avenue Multimodal Improvements
Traffic Study and Engineering Design, Richardson, TX

Clemson University Traffic Engineering and
Related Services, Clemson, SC

Sylvian Street Traffic Calming Project,
Central Falls, RI

Boston Bicycle Level of Traffic Stress Analysis,
Boston, MA

Redmond Traffic Safety Program Audit,
Redmond, WA

Columbus Traffic Calming, Columbus, OH

NCHRP 20-07 Road User Understanding of
Bicycle Signal Faces on Traffic Signals

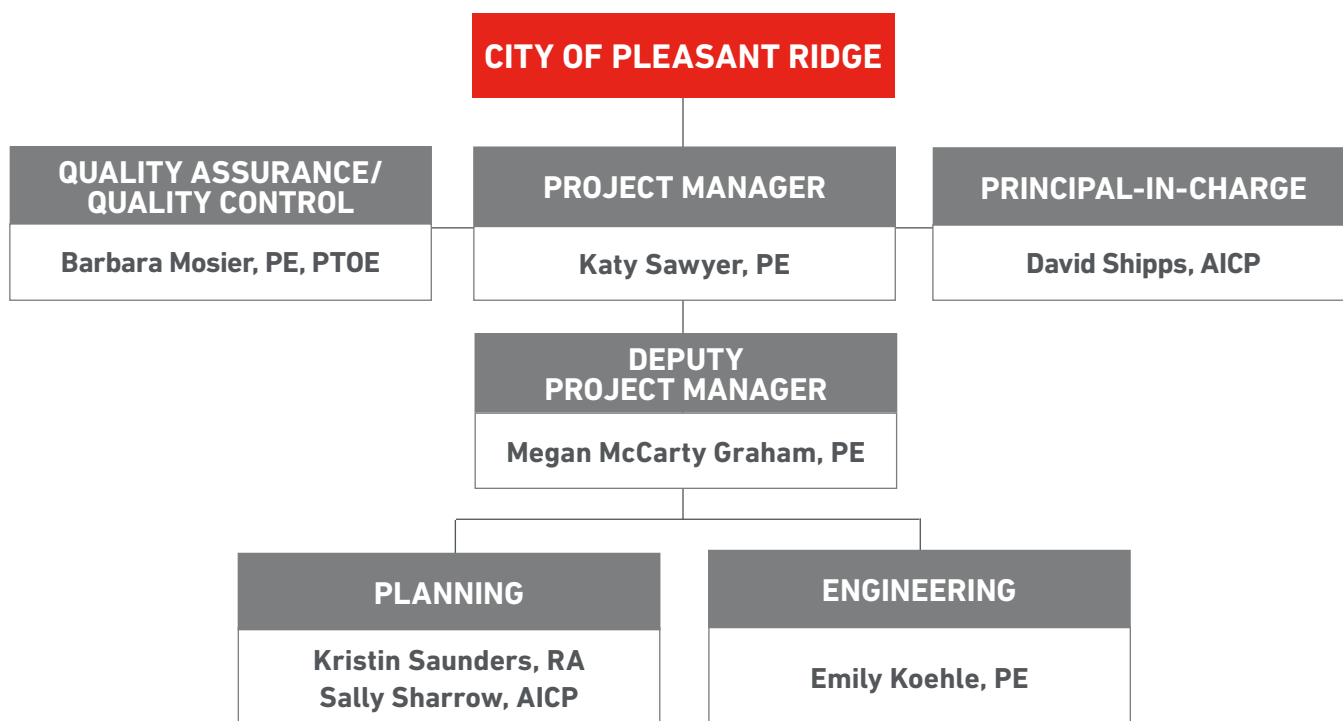
Portland Bureau of Transportation Update to
Traffic Capacity Analysis for Development Impacts



Jennifer Toole founded Toole Design in 2003 with a mission to create dynamic communities where walking, biking, and transit use are possible for people of all ages and abilities. Since then, she has assembled a talented group of planners, engineers, urban designers, and landscape architects who share her commitment to improving community health and quality of life.

STAFF ROLES AND EXPERIENCE

The Toole Design Team has selected a group of highly experienced planners, landscape architects, and engineers who have been involved in planning, public involvement, and design for a number of years. Our organizational chart is below. Brief biographies and relevant work experience are highlighted in the following pages. Project Manager Katy Sawyer, PE has a strong track record of delivering projects on time and budget. Likewise, Toole Design as a company places a high premium on quality project management and Katy is one of our best. She will be your day-to-day contact and will be supported by Barbara Mosier, who led the Woodward Avenue Traffic Study with Ferndale and will be a project advisor, and David Shipps, who will be our Principal-in-Charge.



PERCENTAGE OF WORK BY STAFF

Below is an overview of the estimated percentage of work that each staff member will be responsible for completing.

STAFF MEMBER	PERCENTAGE OF WORK
Katy Sawyer, PE	20%
Barbara Mosier, PE, PTOE	3%
David Shipps, AICP	2%
Megan McCarty Graham, PE	20%
Kristin Saunders	10%
Sally Sharrow, AICP	15%
Emily Koehle, PE	20%



KATY SAWYER, PE

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 17
Toole Design: 2020-Present
City of Pittsburgh: 2016-2020
AECOM: 2010-2016
Bergmann Associates: 2005-2011

EDUCATION / CERTIFICATION

Bachelor of Science, Civil Engineering, University of Michigan: 2005
Professional Engineer: PA

APPOINTMENTS / AFFILIATIONS

National Committee of Uniform Traffic Control Devices, Technical Member

Katy is a licensed civil engineer with a background in transportation engineering and program and project management. She specializes in the design and construction of active transportation and traffic safety improvement projects. As a former municipal engineer, Katy has insight into the planning, design, maintenance, and operations of city transportation systems. She has developed and implemented Vision Zero and traffic calming programs, and has experience in community outreach and working with stakeholders including elected officials. Katy is an associate member of the National Committee of Uniform Traffic Control Devices, where she helps to advance the adoption of Complete Streets principles in the transportation profession.

SELECTED PROJECT EXPERIENCE

Michigan Department of Transportation Training Wheels

Katy led two half-day advance trainings for MDOT's 2021 Training Wheels Program. The high-quality workshop focuses on content from the Federal Highway Administration (FHWA) Bikeway Selection Guide and the forthcoming edition of the American Association of State Highway Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities*. In light of COVID-19, Katy and her team were able to pivot the traditional in person format to an online interactive session with virtual rides and collaborative exercises.

Pittsburgh Traffic Calming Program, Pittsburgh, PA

Katy developed the City of Pittsburgh's traffic calming program and oversaw an annual construction budget of \$500,000. She developed a resident application process and internal City selection and prioritization process. She then procured and managed embedded contract staff to maintain the program.

Ohio Department of Transportation Safety Studies

Katy serves as Senior Engineer for the project, which has included six safety studies to date. Each location was identified as a priority location by the Highway Safety Improvement Program due to safety concerns at each unique location. The safety studies include field observations, crash analysis, countermeasure recommendations, a cost/benefit analysis, and either a Formal or Abbreviated Safety Study Report. Most recently, Katy has provided oversight for two intersection studies on SR 120 and SR 246 in Toledo.

Vision Zero Boston Planning and Design On-Call, Boston, MA

Katy serves as the Project Manager for the City of Boston's Vision Zero Planning and Design contract, a multi-year on-call that focuses on rapidly implementing roadway safety improvements throughout the City. Vision Zero Boston is fundamentally a proactive and reactive project that aims to eliminate all fatal and severe crashes within the City by 2030. As Project Manager of rapid response projects, Katy is responsible for delivering consistent and high-quality construction documents for the rapid implementation of Vision Zero projects throughout the City. To date, 39 projects have been delivered under multiple Vision Zero Boston contracts.



MEGAN MCCARTY GRAHAM, PE

DEPUTY PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10
Toole Design: 2015–Present
goDCgo/Capital Bikeshare: 2014
Washington Area Bicyclist Association: 2012–2014
STV: 2011

EDUCATION / CERTIFICATION

Bachelor of Science, Civil Engineering, University of Central Florida: 2010
Professional Engineer: DC
League of American Bicyclists Certified Instructors

AFFILIATIONS

Association of Pedestrian and Bicycle Professionals
Women's Transportation Seminar
Young Professionals in Transportation

Megan is a project engineer in Toole Design Silver Spring office. She is Toole Design's wayfinding expert, having had major roles on a wide range of wayfinding projects across the country, and developed the content for a new wayfinding chapter in the forthcoming AASHTO Bike Guide. Megan is a skilled engineer and project manager with a sharp eye for details and an understanding of designing for the user experience. Prior to working at Toole Design, Megan worked as a traffic engineer and for a local bicycle advocacy organization on various advocacy, education, and outreach campaigns, bringing a unique prospective to the Toole Design Team.

SELECTED PROJECT EXPERIENCE

Woodward Avenue Road Diet Feasibility Study, Ferndale/Pleasant Ridge, MI

Megan developed Synchro models for the Woodward Avenue corridor, and conducted a level of service (LOS) analysis of key intersections to determine whether a lane could be removed in each direction of the roadway. Megan used the results from the traffic analysis to develop proposed typical sections that included transit lanes, potential bicycle lanes, and removing a travel lane.

Michigan Department of Transportation Training Wheels

Megan led eight, full-day general and advanced trainings for 2019 MDOT Training Wheels program. These full-day trainings included classroom presentations covering current best practices for incorporating bikeway infrastructure into design projects, practical discussions during both walking and biking tours of existing infrastructure, and workshop activities to apply lessons learned.

AASHTO Guide for the Development of Bicycle Facilities

Megan is a contributing engineer, author, and editor leading the research and development of two new chapters—Wayfinding and Bicycle Boulevards—in the 2020 AASHTO *Guide for the Development of Bicycle Facilities*. Her research has included extensive review of national best practices and guidance from the MUTCD, FHWA, local and state DOTs, and the NACTO *Urban Bikeway Design Guide*. Additionally, Megan managed a multidisciplinary team in the development and production of over 300 visual illustrations and graphics for the new guide. Megan's role requires a thorough understanding of every concept in the guide and careful attention to detail.

Cumberland Bike Plan Traffic, Atlanta, GA

Megan completed the traffic analysis for the Cumberland Community Improvement District (CID) Bicycle Plan in Cobb County, GA. The CID, a suburban area, is experiencing significant growth and is interested in improving bicycle connectivity. Megan developed Synchro models to analyze the proposed improvements, which included removing selected turn lanes or travel lanes to provide additional width for off-street shared used paths, and leading pedestrian intervals at traffic signals to provide priority to nonmotorized movements.



DAVID SHIPPS, AICP

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 20
Toole Design: 2017-Present
TranSystems: 2002-2017
City of Dublin: 2000-2002

EDUCATION / CERTIFICATION

Master of City and Regional Planning, Ohio State University: 2002
Bachelor of Arts, Geography, Ohio Wesleyan: 1999
American Institute of Certified Planners

APPOINTMENTS / AFFILIATIONS

American Planning Association

SPECIALIZED TRAINING

National Highway Institute (FHWA-NHI-380089) Designing for Pedestrian Safety: 2009
PedNet's Walking School Bus Program Training: 2011
Safe Routes to School National Course Instructor Training: 2011
FHWA Bicycle/Pedestrian Road Safety Audit (RSA) Training: 2012
FHWA Designing Pedestrian Facilities for Accessibility: 2013
City of Columbus ADA Training: 2009

David is a multimodal transportation planner with over 20 years of experience. He has worked with a variety of communities from large to small, as well as state departments of transportation and regional agencies to improve the active transportation environment. David has managed a wide range of projects from roadway studies, Safe Routes to Schools, active transportation planning, Complete Streets guidance, and bicycle and pedestrian safety analysis and technical assistance. David has dedicated much of his career to promoting active and healthy communities. He has facilitated numerous community planning sessions and developed plans that identify engineering, education, encouragement and enforcement strategies that enable residents of all ages and abilities to safely utilize their multimodal transportation environment.

SELECTED PROJECT EXPERIENCE

Hilltop Community Mobility Plan, Columbus, OH

David led the creation of solutions to achieve more balanced transportation infrastructure in several contiguous neighborhoods on the west side of Columbus. The planning effort had several goals: to balance the transportation infrastructure among all modes in accordance with Columbus's Complete Streets philosophy; reduce both the ticketed and non-detected traffic violations; recognize and strengthen the connection between land use and the transportation system; promote distinct and vibrant neighborhoods; address issues from area plans, pedestrian crash history, and transportation concerns from the public; coordinate potential improvements with the Columbus Bicentennial Bikeways Plan; and develop a Safe Routes to School - School Travel Plan for two schools within the planning area.

Yellow Springs Active Transportation Plan and Demonstration Project, Yellow Springs, OH

David led this effort to improve walking and biking conditions. The Active Transportation Plan identified pedestrian and bicycle improvements to create connected local and regional networks. The Plan also recommended programming and other non-infrastructure elements to increase walking and biking. David provided guidance to the Village for a temporary (three-week) demonstration project. The temporary project was a recommendation from the Active Transportation Plan and included converting a street adjacent to Mills Lawn Elementary School from two to one-way and limiting vehicular movements at an adjacent intersection.

Lorain Active Transportation Plan, Lorain, OH

David led the City of Lorain Active Transportation Plan. Toole Design guided the City and various local agencies in completing one of Ohio's first Active Transportation Plans. David led a multidisciplinary team. The overall goals of the plan included promoting and improve a variety of modes through safe access and mobility along with increasing livability of the residents, workers, and visitors in Lorain.



BARBARA MOSIER, PE, PTOE

QUALITY ASSURANCE/QUALITY CONTROL

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15

Toole Design: 2019-Present

Wells + Associates, Inc.:
2018-2019

STV, Inc.: 2014-2018

Stantec Consulting: 2011-2014

Wells + Associates, Inc.:
2006-2011

EDUCATION / CERTIFICATION

Bachelor of Science, Civil
Engineering and Engineering
and Public Policy, Carnegie
Mellon University, 2005

Professional Traffic
Operations Engineer

Professional Engineer: DC, MD,
VA

APPOINTMENTS / AFFILIATIONS

Institute of Transportation
Engineers

WTS Baltimore Chapter,
Scholarship Chair

Barbara is Toole Design's Director of Traffic Engineering for the Mid-Atlantic. She brings experience in traffic and transportation engineering and project management specifically in performing traffic analysis and delay calculations, traffic modeling, corridor studies, small area and master plan traffic support, and parking studies. She is also experienced in traffic safety, performing crash analysis, and leading pedestrian road safety audits. Barbara recently served as the Scholarship Chair for WTS Baltimore Chapter.

SELECTED PROJECT EXPERIENCE

Woodward Avenue Road Diet Feasibility Study, Ferndale/Pleasant Ridge, MI

Barbara has served as the project manager of a traffic analysis for the Woodward Avenue Road Diet Feasibility Study with the goal of completing the analysis requirements of the Michigan Department of Transportation (MDOT) Road Diet Checklist. Barbara has overseen and provided quality control for a level of service (LOS) analysis of key intersections within the study corridor both under existing conditions and with a proposed lane removal, crash history analysis and recommendations for future work.

Montgomery County Pedestrian Road Safety Audit, Montgomery County, MD

Montgomery County's Pedestrian Road Safety Audit Program, which is based on the Federal Highway Administration's guidelines, uses a data-driven approach to identify safety issues at the County's High Incidence Areas – areas identified as having the highest rates of pedestrian-related crashes. Barbara led audit efforts at multiple locations throughout Montgomery County, including Middlebrook Drive, E. Guide Drive, and Randolph Road. Work included coordinating and leading the stakeholder meeting, coordinating the field audit, overseeing all operational analysis and data collection, and preparing a final report which identified potential pedestrian safety improvements throughout the corridor, including signal signing and phasing changes, signing and pavement parking upgrades, road diets, improved mid-block crossings, improved bike facilities, and educational and enforcement recommendations.

North Point Area and Alpha Loop Connectivity and Feasibility Study, Alpharetta, GA

Barbara served as the traffic analysis lead for the North Point Area and Alpha Loop Connectivity and Feasibility Study, a project that will create a comfortable trail between the Avalon mixed-use development and the North Point Mall area with its future Bus Rapid Transit station. She conducted a Synchro based study of the traffic impacts of the potential crossing locations at two major intersections, which included existing conditions delay and LOS analysis and determination of adequate crossing times.

OTHER RELEVANT EXPERIENCE

Baltimore City Intersection Safety Studies, Baltimore, MD

Broening Highway Corridor Improvement Project, Baltimore, MD



KRISTIN SAUNDERS, RA

PLANNING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 13

Toole Design: 2019-Present

City of Pittsburgh: 2014-2019

Gehl Studio & Rebar: 2011-2014

Atelierjones llc: 2007-2011

EDUCATION / CERTIFICATION

Bachelor of Architecture,
University of Kansas: 2007

APPOINTMENTS / AFFILIATIONS

National Council of Architecture
Registration Boards, Licensed
Architect: PA

Pittsburgh Bike Share,
Board Member

Kristin is a senior planner with a background in architecture and a focus on the planning, design, and implementation of human-scale public spaces. She brings expertise in public involvement, bicycle and pedestrian planning, data-driven project prioritization, policy development, and public space design. This includes the design and construction administration of temporary public spaces, parklets, public art, streetscape design, and new construction. Prior to joining Toole Design, Kristin worked on a variety of bicycle and pedestrian initiatives at the City of Pittsburgh, from long range planning such as the creation of the Complete Streets Policy and the Pittsburgh Bike Plan, to the management of project selection, public outreach and stakeholder coordination.

SELECTED PROJECT EXPERIENCE

Ferndale Mobility Plan, Ferndale, MI

Kristin is leading the team developing a new mobility plan for the city of Ferndale, MI. As an update to the FerndaleMoves plan, completed in 2014, the new FerndaleMoves includes recommendations to improve bicycling, walking, and taking transit in the City of Ferndale. Toole Design is leading the entire plan including the bicycle level of traffic stress analysis, an engaging community process, virtual outreach techniques, and priority project renderings.

Pittsburgh Pedestrian Safety Action Plan, Pittsburgh, PA

Kristin served as the project manager for Pittsburgh's Pedestrian Safety Action Plan. She led the development of a city-wide pedestrian crash analysis and identification of priority corridors to inform future work. The Action Plan also includes project prioritization, a funding strategy, and policy recommendations aimed to improve pedestrian safety throughout the city.

Pittsburgh Final Mile, Pittsburgh, PA

The City of Pittsburgh has an ambitious goal to rapidly install a connected network of bicycle facilities based on the recently published Pittsburgh Bike (+) Plan. Kristin is leading Toole Design's support for this effort working closely with the staff from the Department of Mobility and Infrastructure to scope up to 30 bike projects. This includes identifying bike facility types, producing preliminary cost estimates, preparing outreach materials, conducting alternatives analysis, and traffic studies. Continued work includes the roadway design of priority bicycle facilities to be installed during the 2021 construction season.

Ohio Department of Health Active Living Services

Kristin is part of the team delivering a variety of active transportation planning and Complete Streets services to communities throughout Ohio with the Ohio Department of Health. Her work includes creating written resources that help communities throughout Ohio take on the development of Complete Street policies, active transportation plans, and land use updates.



SALLY SHARROW, AICP

PROJECT PLANNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 7
Toole Design: 2018-Present
Planning NEXT: 2016-2018
Asylum Access: 2014-2016
Fundación Biciacción: 2013-2014

EDUCATION / CERTIFICATION

Master of City and Regional Planning, Ohio State University: 2018
Bachelor of Science, Environmental Studies and Latin American Studies, Tufts University: 2011
American Institute of Certified Planners

APPOINTMENTS / AFFILIATIONS

American Planning Association
Association of Pedestrian and Bicycle Professionals

SPECIALIZED TRAINING

"Bicycle Transportation: Planning, Policy and Liability", University of California, Berkeley, Institute of Transportation Studies Technology Transfer Program: 2014

Sally has worked throughout the country to promote active transportation and plan better cities with a focus on community building and engagement. As a planner with Toole Design she has worked with numerous communities on bicycle and pedestrian planning from the corridor all the way to the county level. She also provides ongoing support to public health professionals around Ohio working to promote active transportation. Prior to joining Toole Design, Sally was part of multiple bicycle planning and advocacy projects in Quito, Ecuador, where she led the city's first bicycle count program and trained numerous first-time cyclists.

SELECTED PROJECT EXPERIENCE

Woodward Avenue Bicycling and Walking Safety Study, Ferndale and Pleasant Ridge, MI

Sally was part of the team that examined current conditions along the Woodward Avenue corridor in order to improve safety and comfort for bicyclists and pedestrians. Sally designed a survey for public engagement, conducted existing conditions analysis, helped lead the on-site walk audit, and developed content and recommendations for the final report. She pulled together all of the plan content and images into a final document that the clients would be able to use to apply for grant funding to further develop and implement the concepts developed through the planning process.

Ohio Department of Health Active Living Services

Sally was the Deputy Project Manager working with the Ohio Department of Health to support communities throughout Ohio to promote healthy living through active transportation. As a Regional Outreach Coordinator for the program, she provided technical assistance to nine cities and counties to help them achieve their active transportation goals. She also produced factsheets and delivered workshops and trainings aimed at helping public health professionals understand and promote active transportation strategies in their communities. Sally helped develop two sets of in-depth reports covering Land Use and Public Health and Public Transit to further educate public health professionals on those topics and provide guidance on how to implement projects.

Scioto County Active Transportation Plan, Scioto County, OH

Sally is the task manager to develop an Active Transportation Plan for Scioto County, in Ohio's southern Appalachian region. She is working with a local advisory team to design public engagement opportunities to reach a broad audience from throughout the County. She is also leading the development of recommendations for active transportation infrastructure, programs and policies with a special focus on Safe Routes to Schools, and the production of maps and graphics that will help local partners build community support for the plan.



EMILY KOEHLE, PE

TRAFFIC ENGINEER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 8
Toole Design: 2016-Present
Whitman, Requardt & Associates: 2014-2016
Bucknell University: 2012-2013

EDUCATION / CERTIFICATION

Bachelor of Science, Civil and Environmental Engineering,
Bucknell University: 2014
Professional Engineer: MD

APPOINTMENTS / AFFILIATIONS

American Society of Civil Engineers
LEED® Green Associates

PUBLICATIONS

Oswald Beiler, M., and Waksmunski, E. (2015)
"Measuring the Sustainability of Shared-Use Paths: Development of GreenPaths Rating System." *Journal of Transportation Engineering*, American Society of Civil Engineers, Vol. 141, Issue 11.

Emily is a traffic engineer experienced in the use of traffic simulation modeling to analyze transportation improvement alternatives, coordinating and optimizing traffic signal timings to benefit all modes of travel, and long range transportation planning and freight planning. She is a skilled modeler, and her attention to detail is a key asset in understanding the nuance of how different modes interact. Emily is Toole Design's VISSIM expert, and has experience developing complex models of roadways, bikeways, and transit stops. Emily has a background in environmental and sustainable transportation planning and developed a sustainability rating system for shared use paths.

SELECTED PROJECT EXPERIENCE

Woodward Avenue Road Diet Feasibility Study, Ferndale and Pleasant Ridge, MI
Emily conducted a traffic analysis for the Woodward Avenue Road Diet Feasibility Study with the goal of completing the analysis requirements of the Michigan Department of Transportation (MDOT) Road Diet Checklist. Emily conducted a level of service (LOS) analysis of key intersections within the study corridor both under existing conditions and with a proposed lane removal, crash history analysis and recommendations for future work.

Ohio Department of Transportation Safety Studies

Emily is conducting safety studies at locations throughout Ohio that have been identified as priority locations by the Highway Safety Improvement Program. The safety studies include field observations, crash analysis, countermeasure recommendations, and a cost/benefit analysis. Emily has completed safety studies on US 27 and US 127 in Hamilton County and documented the findings in Formal and Abbreviated Safety Study Reports.

Neighborhood Greenways Seattle, Seattle, WA

Emily served as a traffic engineer for the concept development of several neighborhood greenways throughout the City of Seattle. The neighborhood greenways include a combination of small improvements that make residential streets safer and calmer for people of all ages and abilities. Emily's role in the concept development included developing operating plans that document the intersection improvements, proposed traffic signal elements, ITS elements, and traffic management elements.

Improvement of Pennsylvania Avenue SE and Minnesota Avenue SE Intersection, Washington, DC

Emily served as a traffic engineer for the Pennsylvania Avenue SE and Minnesota Avenue SE Intersection Improvement project. The goal of the project was to improve pedestrian and vehicular safety, create a more cohesive and useable park space, and improve multimodal access to two high-volume bus stops. Emily developed VISSIM traffic models to compare the proposed alternative to existing conditions, made recommendations for refinements to the proposed alternative, and prepared the traffic signal design in accordance with the District Department of Transportation's (DDOT) guidelines.



PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Woodward Heights is an important connector between the Woodward Avenue business district(s) and neighborhoods to the east. In fact, Woodward Heights is the only street in Pleasant Ridge to cross the railroad tracks, making it an important connection for all modes of travel. Currently, the bike lanes on Woodward Heights terminate just to the west of Gainsboro Street, though people on bikes likely don't stop biking just because the bike lane ends. This connectivity gap makes it less likely for a person to choose a bike, or if they do choose to bike they may continue on the sidewalk or in a shared lane with traffic. Both of these conditions are undesirable and will be addressed through this process.

Additionally, Woodward Heights changes character west of Gainsboro from a commercial and industrial nature, to a residential character with more single-family homes facing the street. These two elements are not congruous with the truck traffic, traffic volumes, and increased speeding currently reported on Woodward Heights. Through this project, Toole Design will help the City of Pleasant Ridge communicate the current issues on Woodward Heights, work with residents to broaden our and the City's understanding of those issues and provide technical backing for proposed improvements.

PROJECT APPROACH

TASK 1: PROJECT MANAGEMENT AND KICKOFF MEETING

We will work with Pleasant Ridge to refine a work plan that includes a project scope, deliverables, detailed schedule, staffing plan, points of contact, and quality control plan. We will prepare for and participate in a kickoff meeting with the Pleasant Ridge Project Manager (PM) to review the Work Plan, key project assumptions and goals, communication protocols, and overall expectations. To keep the project on track, we will hold bi-weekly check-in meetings via telephone with the Pleasant Ridge PM. Progress on project tasks will be formally documented in progress reports that will accompany each monthly invoice.



Toole Design is familiar with the City of Pleasant Ridge through our work on the Woodward Bicycling and Walk Safety Audit and the Woodward Avenue Road Diet Feasibility Study.

TASK 1 DELIVERABLES

- Kickoff meeting, agenda, and notes
- Draft and final work plan
- Monthly invoices and progress reports
- Bi-weekly PM meetings

TASK 2: BASELINE CONDITIONS ANALYSIS

As a first step, we will create a data request that covers all information needed for subsequent analysis tasks: existing and planned bicycle and pedestrian facilities and programs, collisions, demographics, land use, economic, commuting, traffic studies and counts, past planning efforts, and other relevant data as necessary to analyze and understand Woodward Heights. The project team will use GIS data provided by Pleasant Ridge as well as public sources. This GIS data will provide the foundation for our planning process and allow our team to create a fuller picture of land use and transportation network challenges and opportunities.

Our team will review existing traffic counts for the corridor from previous studies as well as the latest crash data along the corridor. If available we will examine existing data on vehicular speeds and vehicle classification on the project corridor, and if not available will collect speed and classification data at one location along the study corridor. The volume,

crash and speed data will be summarized in an existing conditions summary.

In addition to a technical analysis of street operations, we will solicit qualitative feedback through stakeholder interviews from Pleasant Ridge Staff, community leaders, and businesses on the corridor.

POLICY REVIEW AND GOAL SETTING

The project team will review and analyze the key findings and recommendations from existing Town transportation policies and plans and summarize the policy review in a technical memorandum. This analysis will identify values and goals that the Traffic Management Study should reinforce, opportunities that should be prioritized, and considerations that could significantly impact transportation along the corridor. The team will draft a corridor vision and set of goals based on stakeholder and community outreach that will occur in Task 3. The vision and goals will guide the development of the plan, including its phasing and implementation.

TASK 2 DELIVERABLES

- GIS maps, aerial plan view map, and cross sections
- Existing Condition Summary
- Stakeholder meetings and notes
- Vision and goals statement

TASK 3: PUBLIC INVOLVEMENT

Data analysis and design cannot fully benefit a community without meaningful involvement in the process by members of the community, especially those who are most likely to use the corridor in the future. We want the community to feel ownership over the future of Woodward Heights and know that their feedback was heard. We propose an engagement process that clearly incorporates and builds on the feedback we receive and creates space for community ownership of the plan and its implementation.

The public has unique and critical knowledge about the places they move through and gather in every day, and our engagement aims to leverage their expertise to inform project outcomes. We will work closely with Pleasant Ridge staff to identify the most important questions requiring community expertise and establishes methods for engagement. This will be summarized in a brief Public Engagement Memo. For

this half-mile section of Woodward Heights, we propose the following strategies:

- **Community Meetings:** At least two meetings of residents, one at the onset during the baseline conditions analysis, and one to present the study findings. With the small project area, these meetings might take shape in several ways including pop-up events, open houses, and office hours.
- **Posting fliers and sending postcards:** In recent community processes in Pittsburgh, PA up to 50% of meeting attendees learned about the meeting from a flier along the corridor. We recommend this simple, cost-effective technique for Woodward Heights.
- **Online Survey:** If it is determined that digital survey is the best way to reach residents along the corridor, the project team will develop an online tool that will help define community values, identify existing barriers or opportunity areas, and gather input on the project's goals and objectives.
- **Stakeholder walk-through:** Through a series of on-site meetings with stakeholders and residents, the Toole Design Team will learn specifics about the traffic and safety issues on Woodward Heights.

TASK 3 DELIVERABLES

- Public Engagement Memo
- In-person or online meetings
- In-person or online community meetings
- Online survey tool
- Stakeholder walk-through



Toole Design has extensive experience with demonstration projects.

TASK 4: DEVELOP RECOMMENDATIONS

The Toole Design Team will incorporate the findings of its existing and future conditions analyses and community input to develop recommendations that may include these and other elements to be determined based on feedback from the public, key stakeholders, and City staff:

Access Control Plan: An Access Control Plan will evaluate existing and future access needs on the corridor and make recommendations for the placement, design, and type of improvements to facilitate safe multimodal travel on Woodward Heights. The plan will identify changes to access points, safe and comfortable intersection design and operations, curbside management plan, and proposed biking and pedestrian improvements that ensure access to uses adjacent to the corridor is maintained without sacrificing the safety, comfort, and visual appeal of the corridor public realm.

Concept Design: Toole Design will develop two to three design options for the street to be reviewed by the City's project manager, the public, and stakeholders, and will facilitate a decision-making process with all involved to choose a preferred design. Each design will include a comprehensive map of the project area showing changes to curbside uses, changes to access points, locations of recommended design elements, and changes to traffic flow and access. The proposed design might consider multimodal elements, traffic calming elements, paving materials, enhanced design treatments for key nodes, and amenities such as street furnishings and landscaping. Recommendations will also include any complementary policy updates outside the scope of this project for consistency.

Design Guidelines: To give the City further guidance on specific dimensions, materials, and placements of design elements, Toole Design will provide a set of design guidelines for prominent features in the chosen design.

Operations and Maintenance Plan: The Operations and Maintenance Plan will offer standards and propose model language for future development and infrastructure agreements between agencies and private landholders or special districts along the corridor. These policies and language will ensure roles

and responsibility for implementing and maintaining the built-out corridor are clear and can be fully integrated into development plans as buildout of the corridor and its surrounding district moves forward.

TASK 4 DELIVERABLES

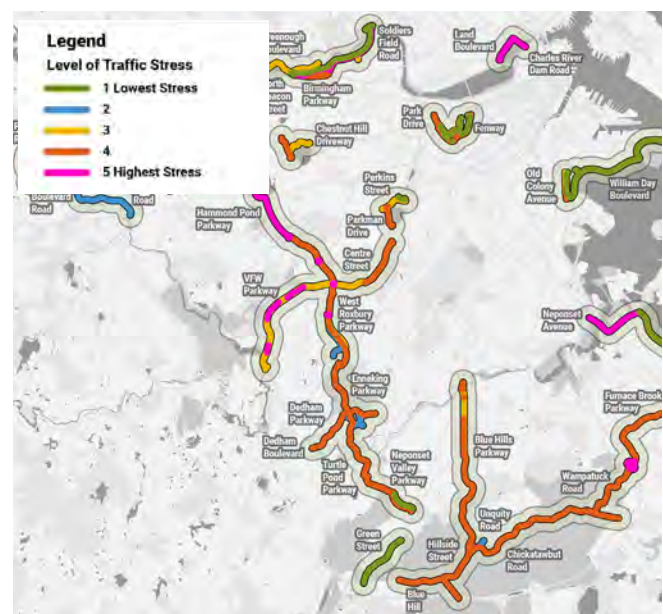
- Concept designs and preferred design
- Draft access control plan
- Draft operations and maintenance plan
- Draft design guidelines

TASK 5: FINAL RECOMMENDATIONS REPORT

Toole Design staff will revise the concept design based on a single set of non-conflicting comments collected by the City's Project Manager, key stakeholders, and others whose review of the draft is critical. We will create an Executive Summary of the project process that clearly communicates the recommended vision for a safe and comfortable Woodward Heights. The summary will integrate the findings and deliverables of the previous tasks, telling a compelling story and outlining steps for implementing the desired vision.

TASK 5 DELIVERABLES

- Draft and final Woodward Heights Concept Design Report



Toole Design created a Bicycle Level of Stress Map for the DCR Metro Boston Parkway Study.



**EXPERIENCE ON
SIMILAR PROJECTS**



EXPERIENCE ON SIMILAR PROJECTS

Toole Design has had the privilege to be part of many projects that have direct, relevant application to the Woodward Heights Traffic Management Study. The following is a partial listing of the relevant projects on which we have worked.

WOODWARD AVENUE ROAD DIET FEASIBILITY STUDY FERNDALE AND PLEASANT RIDGE, MI

CLIENT

City of Ferndale
Justin Lyons, Planning Manager
300 E. Nine Mile Road, Ferndale, MI 48220
248.336.4370 | jlyons@ferndalemi.gov

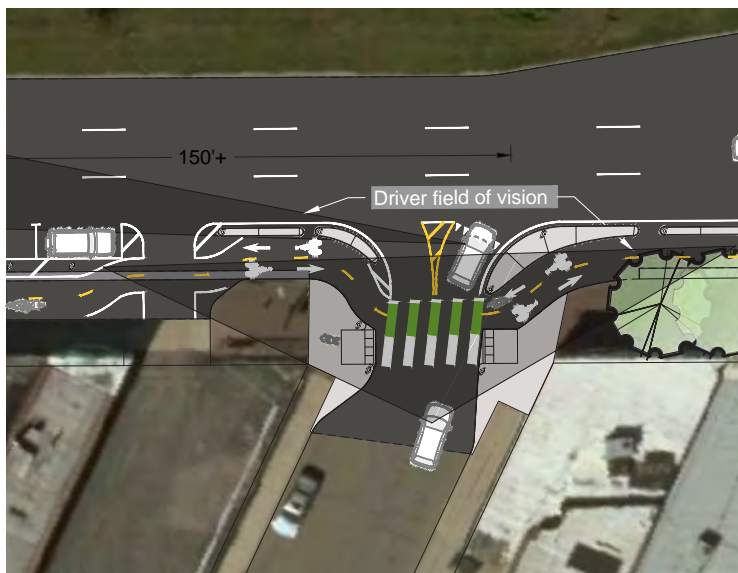
Toole Design provided traffic engineering services for a road diet feasibility study for a two-mile section of Woodward Avenue in the towns of Ferndale and Pleasant Ridge, MI—just outside of Detroit. The need for improved pedestrian and bicyclist access and safety in this corridor was initially identified in a safety audit that Toole Design conducted in 2019. That study identified the potential for reduced vehicular lanes on Woodward Avenue, which is the main north-south corridor through Ferndale and Pleasant Ridge. For this feasibility study, the study area extended from the intersection of Woodward Avenue with Eight Mile Road

in Ferndale in the south to Interstate 696 (Ten Mile Road) in Pleasant Ridge in the north.

Toole Design used Synchro to analyze AM and PM hour existing traffic conditions at 19 intersections along the corridor to determine existing intersection operations. We then developed a build model which reflected the removal of one vehicular travel lane in each direction along the corridor. Signal timings throughout the corridor were optimized, and bike protective phasing was considered where needed.

Based on additional research into existing conditions at the time of the original counts, it became clear that Woodward Avenue's through volumes had been influenced by ongoing construction on the parallel interstate 1.5 miles away. Additional traffic data was collected during a break in the construction schedule, and the resulting lower traffic volumes were used to develop a more realistic existing conditions model.

Conceptual cross-sections reflecting reallocation of the outer vehicular lanes will be developed to demonstrate potential bicycle infrastructure improvements. The results of this analysis will help address Michigan Department of Transportation requirements for road diet analysis and will be presented at a public meeting to area residents and stakeholders.



Woodward Avenue Pedestrian and Bicycle concept design.



FERNDALE MOBILITY PLAN

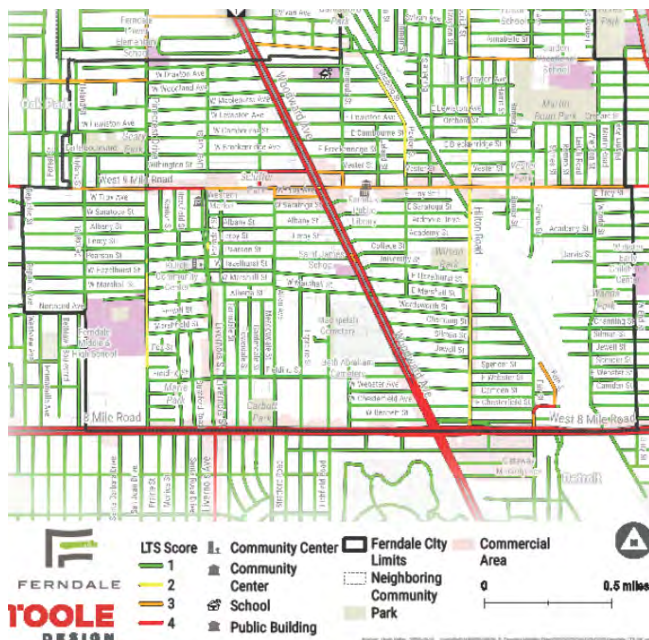
FERNDALE, MI

CLIENT

City of Ferndale
Erin Quetell, MPA, ISSP-SA,
Environmental Sustainability Planner
300 East Nine Mile Road, Ferndale, MI 48220
248.336.4361 | equetell@ferndalemi.gov

Toole Design is working with the City of Ferndale to update their mobility plan called FerndaleMoves. To develop this plan, Toole Design is reviewing existing planning work in the region, providing new bicycle and pedestrian safety analysis, and developing concept designs for priority projects. Bicycle and pedestrian analysis includes a bicycle level of stress analysis, pedestrian crossing stress analysis, and a demand analysis.

A major challenge of this project was the timing. This project kicked-off in the middle of the international COVID-19 pandemic. To engage the Steering Committee while keeping everyone safe, Toole Design created a solo Mobility Audit worksheet that steering committee members could complete on their own time and report back. These findings will be used throughout the project and synthesized in the final report. The final plan's format is anticipated to be digital and published on the City's website.



FerndaleMoves Bicycle Level of Traffic Stress.

WOODWARD BICYCLING AND WALKING SAFETY AUDIT

FERNDALE AND PLEASANT RIDGE, MI

CLIENT

City of Ferndale
Justin Lyons, Planning Manager
300 E. Nine Mile Road, Ferndale, MI 48220
248.336.4370 | jlyons@ferndalemi.gov

Woodward Avenue is a major regional corridor in the Detroit area, and it serves as the “front door” of the cities of Ferndale and Pleasant Ridge—two walkable and bike friendly communities with a lively and diverse mix of businesses and residences. Both cities have Complete Streets ordinances and envision the corridor as a crucial multimodal spine. Currently, however, the 10-lane divided highway has few signalized crossings and is a major barrier to walking and biking.

The safety audit provided local guidance for making the corridor safer and more attractive for pedestrians, bicyclists, and transit users wishing to travel along or across the street. The project's recommendations aim to create a sense of cohesion across the two sides of the corridor through pedestrian- and bicyclist-oriented design.

The project team visited the corridor to perform field observations, and a community walk audit allowed local residents and stakeholders to observe and comment on their perceived safety on the corridor. We then produced concept designs that recommended adding more signalized crossings, two-way cycle tracks on



Sally Sharrow conducts a walk audit on Woodward Avenue.

both sides of the road, and redesigned cross-street intersections to reduce conflicts with vehicles and improve visibility for drivers.

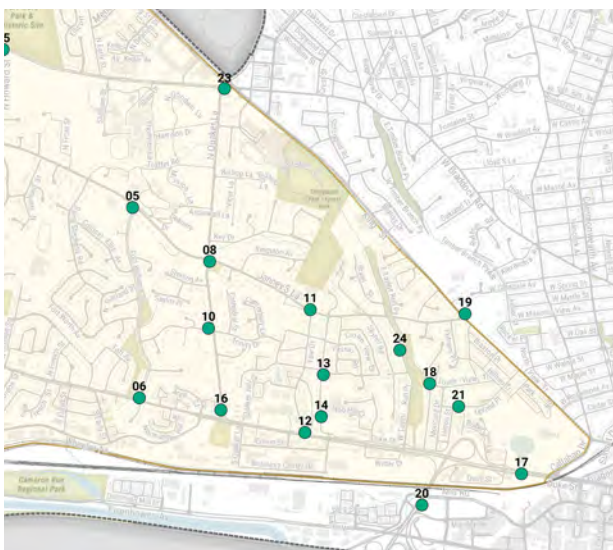
The project's recommendations will be used to apply to the regional MPO for funding and to collaborate with the Michigan Department of Transportation to quickly implement short-term recommendations as part of road resurfacing within the next year.

CENTRAL ALEXANDRIA STUDY ALEXANDRIA, VA

CLIENT

City of Alexandria
Ryan Knight, PE, Civil Engineer IV, Traffic Engineering
2900 Business Center Drive, Alexandria, VA 22314
703.746.4225

For this project, Toole Design conducted a comprehensive traffic analysis for the City of Alexandria in response to resident concerns about increased traffic and traffic diversion in central Alexandria. Toole Design oversaw an origin-destination study to determine the travel patterns of traffic entering the City of Alexandria from I-395 and leaving the city from the Telegraph Road interchange. In addition to the origin-designation study, we developed existing conditions traffic models of the study area based on field observations, turning movement counts, and existing traffic signal timings.



Toole Design conducted a comprehensive traffic analysis for the City of Alexandria in response to resident concerns about increased traffic and traffic diversion.

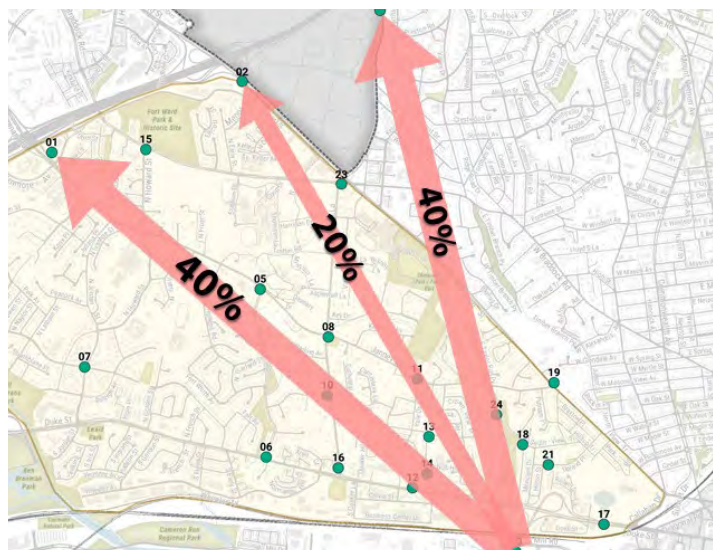
Our work on this project included developing and analyzing mitigation strategies with the goal of reducing cut-through traffic and managing speed in adjacent neighborhoods. The strategies included a combination of short-term, mid-term, and long-term measures. Toole Design evaluated the mitigation strategies during the peak hours for future traffic conditions and produced signing and pavement marking plans that incorporated traffic calming at two intersections. Several short-term mitigation strategies have successfully been implemented throughout the City.

MDOT TRAINING WHEELS MICHIGAN DEPARTMENT OF TRANSPORTATION

CLIENT

Michigan Department of Transportation
Cynthia Krupp, Transportation Planner
425 W. Ottawa Street, PO Box 30050, Lansing, MI 48909
517.335.2923 | kruppc@michigan.gov

Toole Design is leading 10 trainings on urban bicycle design for MDOT's 2021-2022 Training Wheels Program. The high-quality workshop focuses on content from the FHWA *Bikeway Selection Guide* and the forthcoming edition of the AASHTO *Guide for the Development of Bicycle Facilities*. The trainings will help participants better understand existing infrastructure and fuel conversations for what has been done well, and how some of the designs could be improved upon



for bicyclists. In light of COVID-19, Toole Design has pivoted the traditional in-person format to an online interactive session with virtual rides and collaborative exercises for 2021. In addition, attendees have the opportunity to collaborate with the design trainers on real world examples through the use of online tools.

JOE LOUIS GREENWAY FRAMEWORK PLAN DETROIT, MI

CLIENT

City of Detroit
Christina Peltier, Mobility Planner
18100 Meyers, Detroit, MI 48235
313.628.4318 | peltierc@detroitmi.gov

Toole Design led the transportation assessment portion of the feasibility plan for the Joe Louis Greenway, a proposed 31-mile regional greenway through the Cities of Detroit, Hamtramck, and Highland Park in Michigan. This once-in-a-generation project is intended to provide transportation options that are safer, more comfortable, and more connected via an activated space that residents and visitors alike can use for transportation, fitness, social gatherings, and community events.

Toole Design's role focused on assessing where the greenway is proposed to cross vehicular corridors and how it will affect loading operations in alleyways, and to provide design guidance to enhance safety on the on-street segments. To do this, we evaluated traffic patterns, safety, on-street parking, transit routes, and emergency access.



Engagement event in Detroit, MI.

Our team was a key contributor to the greenway design standards, which will be applied throughout the greenway length. These design standards are corridor-specific and include elements such as trail lighting, wayfinding, and materials. Toole Design also participated in stakeholder meetings, neighborhood meetings, and public events to engage the City's residents, emergency responders, and business owners to ensure a successful project. Beyond our work on infrastructure improvements, design guidance and public engagement, we also provided recommendations on community support organizations, performance measures and an analysis of Intelligent Transportation Systems options.

FIRST, ASHLEY, WILLIAM STREET CORRIDOR REDESIGN ANN ARBOR, MI

CLIENT

Ann Arbor Downtown Development Authority
Amber Miller, AICP, Capital Projects Manager
150 South Fifth Avenue, Suite 301, Ann Arbor, MI, 48104
734.997.1352 | amiller@a2dda.org

For this project, Ann Arbor's Downtown Development Authority (DDA) embarked on an ambitious project to rebalance three key downtown corridors. Over the course of 18-months, the Toole Design Team collaborated closely with partners, DDA staff, and City of Ann Arbor staff to deliver high-quality materials that told the story of Ann Arbor and moved the City forward in developing streets that put people first.

The Toole Design Team led traffic engineering and non-motorized roadway design, initial concept design, and public outreach through two, week-long charrettes. We worked closely with City transportation staff to educate them on the benefits of rebalancing their streets and to address safety concerns associated with restoring corridors to two-way traffic.

The project was focused on the following downtown corridors:

- **First Street and Ashley Street** - First and Ashley are currently one-way pairs, converted in the 1970s to encourage higher vehicular travel speeds and cut-through for vehicles downtown. The project aimed to restore these streets to two-way. Great

care was taken to work with property owners along each corridor to understand their daily operations, loading and unloading activities, and educate them on the safety and economic benefits of a two-way street. First Street was redesigned to include an intermediary two-way bicycle facility that connected to the proposed Tree Line Trail and the two-way protected bicycle facility on William Street.

- **William Street** – The initial objective for William Street was to provide separated bicycle facility from the University of Michigan's Diag, through the commercial core, to the residential neighborhood to the west. During the course of the analysis it became apparent that the vehicle volumes would support a road diet and that a two-way bicycle facility would be ideal due to right-of-way constraints at the commercial core.

Construction of the two-way protected bicycle facility on William Street (Michigan's first ever) was completed in October 2019. The restoration of First and Ashley Street to a two-way road is currently under construction. Toole Design's work finished in the fall of 2019.

CITY OF PITTSBURGH

MOVE FORWARD

PITTSBURGH, PA

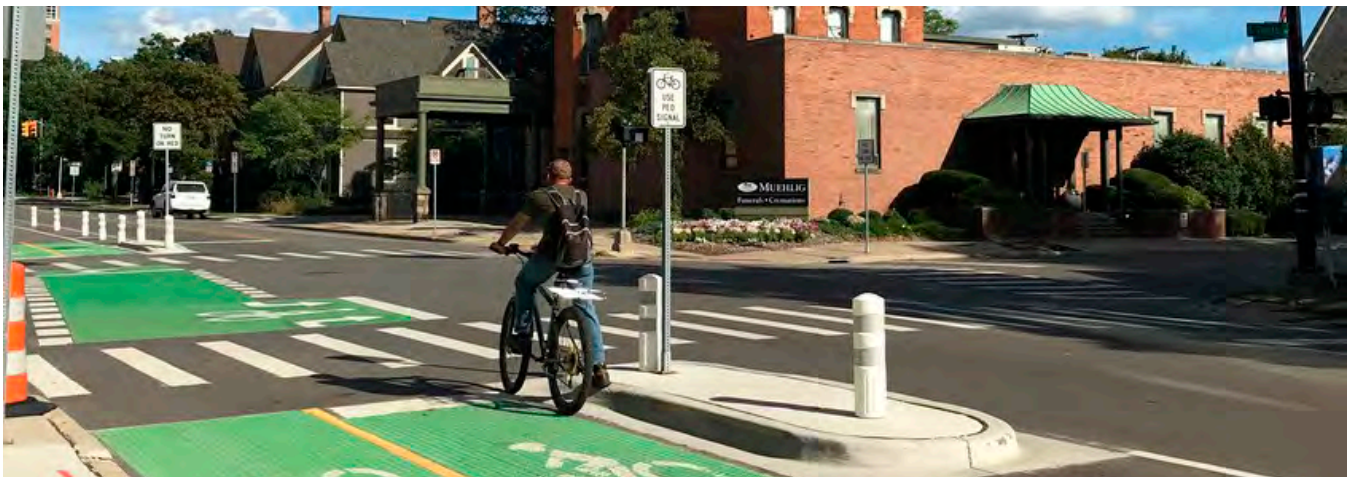
CLIENT

Bike Pittsburgh, Inc.
Scott Bricker, Executive Director
188 43rd Street, Suite 1, Pittsburgh, PA 15201
412.325.4334 | Scott@bikepgh.org

Toole Design supported the City of Pittsburgh to expand their bike network using rapid implementation techniques as part of the Pittsburgh Final Mile projects. The City identified specific Final Mile projects from the Pittsburgh Bike (+) Plan to achieve their goal of building a bike network that is a suitable level of comfort and safety for people of all ages and abilities. As part of the Pittsburgh Final Mile projects, Toole Design conducted several traffic analyses to evaluate the impacts of the proposed projects.

Toole Design evaluated alternatives to reduce vehicle volumes below the threshold for installing Neighborways, a facility type where people on bikes and people driving share the same lane, through the installation of traffic diverters and other traffic calming elements. We evaluated existing vehicle volumes and street conditions, origins and destinations of drivers on the corridors, routing or mode shifts resulting from the installation of traffic diverters, and the impacts on traffic operations. We performed the origin-destination studies using location data from StreetLight to understand the share of private vehicle trips that have other options for similar connections as well as top routes analyses to visualize the most popular routes between origin and destination zones.

Based on the traffic analyses, we developed traffic diverter proposals, and recommendations for implementation for potential traffic diverters and other traffic calming elements on Ellsworth Avenue and Smallman Street. We ultimately took these two corridors to design which included traffic calming elements such as narrow streets, bump outs, neighborhood traffic circles, and chicanes.



Toole Design worked with partners, DDA staff, and City of Ann Arbor staff to move the City forward in developing streets that put people first.

REFERENCES

We invite you to contact any of our clients profiled in this proposal regarding the quality of our team's professional qualifications.

CITY OF FERNDALE

Justin Lyons, Planning Manager
300 E. Nine Mile Road, Ferndale, MI 48220
248.336.4370 | jlyons@ferndalemi.gov

CITY OF DETROIT

Christina Peltier, Mobility Planner
18100 Meyers, Detroit, MI 48235
313.628.4318 | peltierc@detroitmi.gov

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

Amber Miller, AICP, Capital Projects Manager
150 South Fifth Avenue, Suite 301, Ann Arbor, MI, 48104
734.997.1352 | amiller@a2dda.org

EXCEPTIONS TO RFQ SPECIFICATIONS

Toole Design has the following exceptions to the RFQ Specifications:

8. INDEMNIFICATION

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the contractor shall indemnify, ~~defend~~ and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including ~~reasonable~~ attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, ~~to the extent~~ which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. The contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's ~~sole~~ negligence.

TOOLE

DESIGN

149 North High Street

Columbus, OH 43215

614.407.9122 | www.tooledesign.com



SCOPE OF WORK AND FEE

Woodward Heights Traffic Management Study

February 28, 2022

Project Understanding

Woodward Heights is an important connector between the Woodward Avenue business district(s) and neighborhoods to the east. In fact, Woodward Heights is the only street in Pleasant Ridge to cross the railroad tracks, making it an important connection for all modes of travel. While the protected bike lanes on Woodward Heights coming from the east end at Gainsboro Street, we know that many people on bikes do or would like to continue west into Pleasant Ridge. Additionally, Woodward Heights changes character west of Gainsboro from a commercial and industrial nature, to a residential character with more single-family homes facing the street. These two elements are not congruous with the truck traffic, traffic volumes, and increased speeding currently reported on Woodward Heights. Through this project, Toole Design will help the city of Pleasant Ridge communicate the current issues on Woodward Heights, work with residents to broaden our and the City's understanding of those issues and provide technical backing for proposed improvements.

Task 1 - Project Management and Kick Off Meeting

Toole Design will prepare for and participate in a kickoff meeting (Task 1.1) with the Pleasant Ridge Project Manager (PM) to review the Work Plan, key project assumptions and goals, communication protocols, and overall expectations. Following the kick-off meeting, Toole Design will work with Pleasant Ridge to refine a work plan (Task 1.2) that includes a project scope, deliverables, detailed schedule, staffing plan, points of contact, and quality control plan. To keep the project on track throughout the schedule, Toole Design will hold bi-weekly check-in meetings (Task 1.3) via telephone with the Pleasant Ridge PM. Progress on project tasks will be formally documented in progress reports that will accompany each monthly invoice.

Task 1 Deliverables

- Kickoff meeting, agenda, and notes
- Draft and final work plan
- Monthly invoices and progress reports
- Bi-weekly PM meetings

Task 2 - Public and Stakeholder Engagement

Data analysis and design cannot fully benefit a community without meaningful involvement in the process by members of the community, especially those who are most likely to use the corridor in the future. Successful planning documents ensure that the community feels ownership over the future of Woodward Heights and know that their feedback was heard. The engagement process proposed below clearly incorporates and builds on the feedback we receive and creates space for community ownership of the plan and its implementation. The public has unique and critical knowledge about the places they move through and gather in every day, and our engagement aims to leverage their expertise to inform project outcomes.

Task 2.1 Public Engagement Memo

Toole Design will work with Pleasant Ridge staff to identify the most important questions requiring community expertise, confirm methods for engagement, and draft an engagement schedule with all milestones. This will be summarized in a brief Public Engagement Memo.

Task 2.2 Public Meetings

Two members of the Toole Design project team will attend at least two public meetings of residents, one at the onset during the baseline conditions analysis, and one to present the study findings. With the small project area, these meetings might take shape in several ways including pop-up events, open houses, and office hours. It is assumed that one meeting will be in-person and one online.

Task 2.3 Stakeholder Walk Through

Through an on-site meeting with stakeholders and residents, the Toole Team will learn specifics about the traffic and safety issues on Woodward Heights. This walk-through will be scheduled the same week as the first community meeting during the baseline conditions analysis.

Task 2.4 Online Survey

The project team will develop an online survey that will help define community values, identify existing barriers or opportunity areas, and gather input on the project's goals and objectives. The survey will be text-based, may include project graphics and photos, and will be hosted through an online survey platform, such as SurveyMonkey. The Toole Design team will provide Pleasant Ridge a draft version of the survey for one round of review and comment.

Task 2.5 Project Promotion

Toole Design will create materials for project promotion for use throughout the project. These will be accessible materials that can be used by all members of the project team. The exact materials will be clarified in the Public Engagement Memo (Task 2.1) and may include:

- **Posting fliers and sending postcards:** In recent community processes in Pittsburgh, PA up to 50% of meeting attendees learned about the meeting from a flier along the corridor. These simple, cost-effective techniques are recommended for Woodward Heights. The project team will design all print materials. The City will be responsible for the printing and distribution of posters and other materials, including postage.
- **Yard signs.** Yard signs can help residents display their support of the project, even if they otherwise choose not to be engaged. The project team will prepare the yard sign design and the City will print and distribute.

Task 2 Deliverables

- Public Engagement Memo
- Two public meetings (one online)
- In-person stakeholder walk-through
- Online survey
- Project promotion materials

Task 3 - Baseline Conditions Analysis

Task 3.1 Review of Existing Data, Studies, Plans, and Reports

As a first step, we will create a data request that covers all information needed for subsequent analysis tasks: existing and planned bicycle and pedestrian facilities and programs, collisions, demographics, land use, economic, commuting, traffic studies and counts, past planning efforts, and other relevant data as necessary to analyze and understand Woodward Heights. The project team will use GIS data provided by Pleasant Ridge as

well as public sources. This GIS data will provide the foundation for our planning process and allow our team to create a fuller picture of land use and transportation network challenges and opportunities.

Task 3.2 Traffic Analysis

Our team will review existing traffic counts for the corridor from previous studies as well as the latest crash data along the corridor. We will collect 7-day speed and classification data at one location along the study corridor and one 12-hour turning movement count at Woodward Heights and Indiana Avenue. The 12-hour turning movement count will be used to conduct a multi-way stop warrant analysis in accordance with MUTCD Section 2B.07. The historic traffic counts and 7-day traffic data will be used to evaluate how traffic trends have changed over time on Woodward Heights. A segment analysis will be conducted using RITIS to determine the origins and destinations of drivers on Woodward Heights. It is assumed that the project team can access RITIS through the MDOT subscription. The traffic trends and O-D analysis will be used to determine factors contributing to existing conditions with truck and cut through traffic on Woodward Heights, identify and quantify traffic issues along the corridor, and determine how to best implement traffic management and traffic calming strategies to address those issues. These items will be summarized in the Existing Conditions Summary.

Task 3.4 Existing Conditions Summary

Initial public engagement, existing conditions research, traffic analysis, and goal setting will be summarized in a concise report. This can be made publicly available as an interim deliverable.

Task 3 Deliverables

- GIS maps, aerial plan view map, and cross sections
- Existing Condition Summary with a Summary of Traffic Trends

Task 4 - Develop Recommendations

The Toole Design Team will incorporate the findings of its existing and future conditions analyses and community input to develop recommendations based on feedback from the public, key stakeholders, and City staff, and information gathered in Task 3. Toole Design staff will create a recommendations report that clearly communicates the recommended vision for a safe and comfortable Woodward Heights. The summary will integrate the findings and deliverables of the previous tasks, telling a compelling story and outlining steps for implementing the desired vision.

Task 4 Deliverables

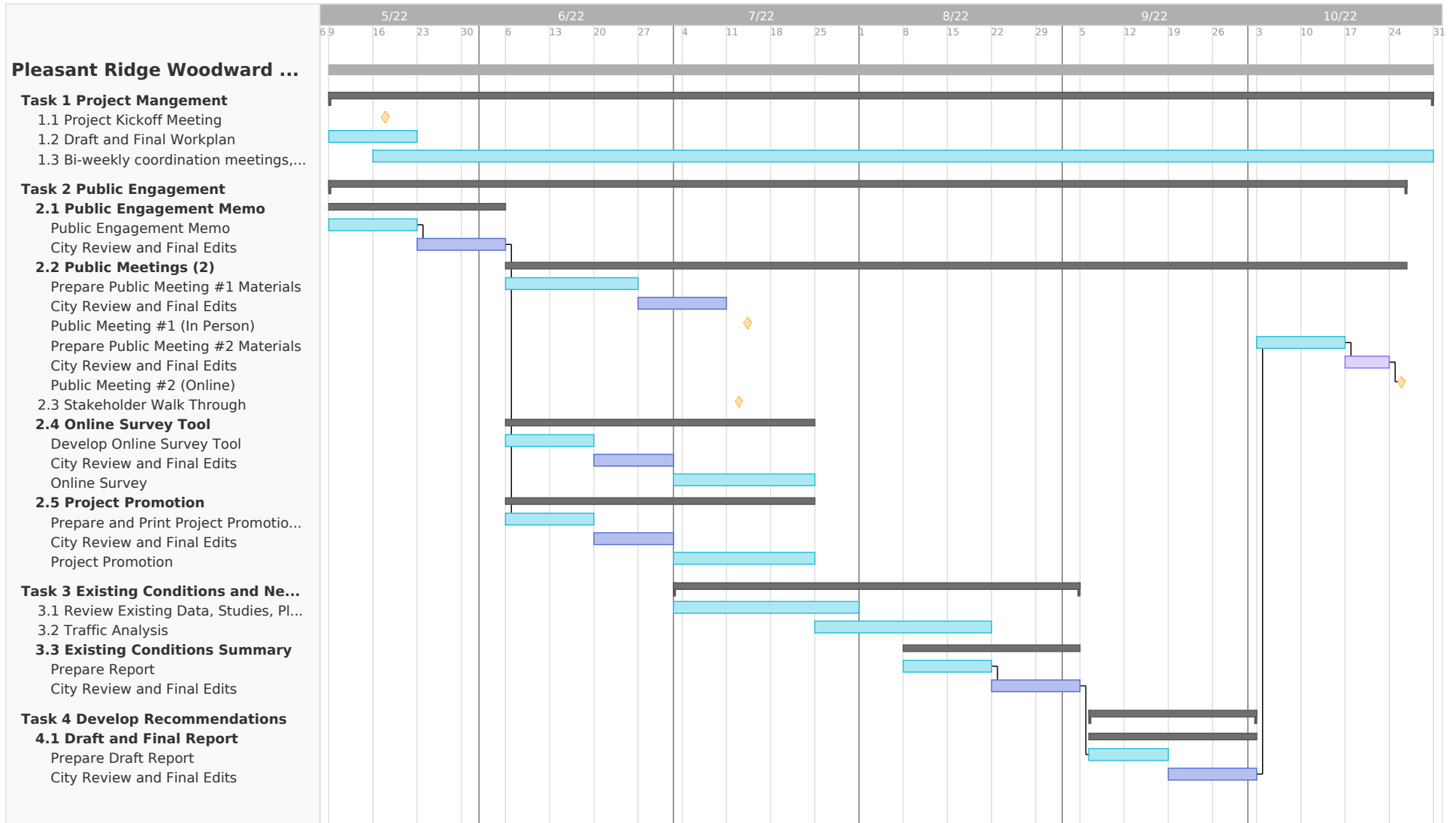
- Draft and Final Woodward Heights Recommendations Report

Proposed Fee

Toole Design is pleased to submit our fee proposal for the Woodward Heights Traffic Management Study. We have identified the staff members best suited for completing this work and estimated the necessary level of effort for each task as outlined above, while being as cost effective as possible. We are happy to discuss the scope and fee and finalize these figures in collaboration with the City of Pleasant Ridge.

	Barbara Mosier	Katy Sawyer	Emily Koehle	Kristin Saunders	Sally Sharrow		
						Hour Subtotal	Task Fee Subtotal
Woodward Heights Traffic Management Study	QA/QC / PIC	Project Manager	Traffic Engineer	Senior Planner	Planner		
	\$193.73	\$159.51	\$129.11	\$151.92	\$107.27		
Task 1. Project Management	\$387.46	\$2,552.16	\$258.22	\$303.84	\$0.00		\$3,502
Task 1.1 - Project Kickoff Meeting	1	2				3	\$513
Task 1.2 - Draft and Final Workplan	1	2				3	\$513
Task 1.3 - Bi-weekly coordination meetings, progress reports		12	2	2		16	\$2,476
TOTAL HOURS TASK 1	2	16	2	2	0	22	
Task 2. Public and Stakeholder Engagement	\$581.19	\$1,595.10	\$1,549.32	\$2,734.56	\$5,792.58		\$12,253
Task 2.1 - Public Engagement Memo		1		2	4	7	\$892
Task 2.2 - Public Meetings (2)	2	4	12	8	24	50	\$6,365
Task 2.3 - Stakeholder Walk Through	1	2		2	2	7	\$1,031
Task 2.4 - Online Survey Tool		1		2	8	11	\$1,322
Task 2.5 - Project Promotion		2		4	16	22	\$2,643
TOTAL HOURS TASK 2	3	10	12	18	54	97	
Task 3. Existing Conditions and Needs Assessment	\$1,549.84	\$1,276.08	\$8,004.82	\$607.68	\$2,574.48		\$14,013
Task 3.1 - Review of Existing Data, Studies, Plans, and Reports		2	8	4	12	26	\$3,247
Task 3.2 - Traffic Analysis	4	2	46			52	\$7,033
Task 3.3 - Existing Conditions Summary	4	4	8		12	28	\$3,733
TOTAL HOURS TASK 3	8	8	62	4	24	106	
Task 4. Develop Recommendations	\$774.92	\$1,276.08	\$1,032.88	\$303.84	\$1,716.32		\$5,104
Task 4.1 - Draft and Final Report	4	8	8	2	16	38	\$5,104
TOTAL HOURS TASK 4	4	8	8	2	16	38	
Total Hours by Staff Category/Person	17	42	84	26	94	263	
Total Labor Fee	\$3,293.41	\$6,699.42	\$10,845.24	\$3,949.92	\$10,083.38		\$34,871.37
Direct Expenses						Travel; traffic counts	\$5,050.00
TOTAL PROJECT FEE							\$39,921.37

Proposed Schedule





City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: March 2, 2022
Re: Boards and Commission Appointments

Overview

There are two openings on the Planning Commission/DDA requiring new appointments, and two members eligible for reappointment. There is one opening on the Historical Commission, and two members eligible for reappointment. There are no open seats on the Recreation Commission, and three members eligible for reappointment.

Planning Commission/DDA

The Planning Commission has two vacant seats – a full term expiring March 31, 2025, and a partial term expiring March 31, 2023.

Two members, Alex Bellak and Patricia Corrigan are eligible for reappointment to a second term expiring March 31, 2025.

Historical Commission

The Historical Commission has one vacant seat for a full term expiring March 31, 2025.

Two members, Lisa Wetzen and Nick Kokotovic are eligible for reappointment to a second term expiring March 31, 2025.

Recreation Commission

Samantha Sharp, Jay Ahmad, and Barb Rozman-Stokes are all eligible for reappointment to a second term on the Recreation Commission expiring March 31, 2025.

Requested Action

City Commission appointments to boards and commissions.



City of Pleasant Ridge

Candidate Questionnaire

Name: Jonathan Disbrow	
Date: 1/4/2022	Pleasant Ridge Resident For (years):
Occupation: Architect	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: I am interested in the position on the planning commission	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): Before moving to Pleasant Ridge, I was on the on the Huntington Woods Historic District Commission from its inception in 2004 through 2015, serving for most of that time as chairman. Prior to that I was on the study committee that established the historic district with the state of Michigan. I am a past president of the Detroit chapter of the American Institute of Architects (AIA) and was on the AIA board from 2012-2018. I was also on the board of directors for the Birmingham Bloomfield Art Center from 2002-2004.	
Other Organizations: American Institute of Architects	
Additional Information: My wife and I moved to Pleasant Ridge a few years ago. I have always been active in my community and within the architectural profession. I look forward to the opportunity to continue that service and to contribute my experience. Thank you.	



City of Pleasant Ridge

Candidate Questionnaire

Name: Thomas A Hosinski	
Date: 1/5/2022	Pleasant Ridge Resident For (years):
Occupation: President & CEO	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: Interested in serving the City. I've lived on both sides of Woodward. Currently manage a 30 million dollar business which includes 7 different businesses.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): While I haven't served on any "municipal" boards but I work closely with the City of Saline as their second largest employer. Within our organization I work with seven different boards/committees over decades.	
Other Organizations: Career spans decades of non-profit leadership in health care for seniors. Please see my LinkedIn profile.	
Additional Information: Interested in serving the City.	



City of Pleasant Ridge

Candidate Questionnaire

Name: Don Scheible, AIA, NCARB	
Date: 1/6/2022	Pleasant Ridge Resident For (years):
Occupation: Architect / Consultant	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: Been involved in planning & zoning matters for more than 40 years.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): Past Chair, Detroit Planning Commission - 1980s	
Other Organizations: American Institute of Architects	
Additional Information: Resident of PR for 18 months. Happy to share my professional knowledge and expertise with PR City Commission and fellow Planning Commission members making informed planning decisions and recommendations for the benefit of the entire city.	



City of Pleasant Ridge

Candidate Questionnaire

Name: JOHN B ABELA	
Date: 1/18/2022	Pleasant Ridge Resident For (years):
Occupation: Director of Design for SDG Associates	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: <p>I have an interest and passion in preserving the design integrity of our city both from a planning and building perspective. Regarding qualifications, I would be happy to upload my CV for review. I have a Master of Architecture degree from the University of Michigan with the concentration of Design Theory. I taught design studio as an adjunct professor at Lawrence Technological from 2006 to 2020 with a focus on the integration of the site, user, and structure.</p> <p>In practice I have presented to the boards and commissions of many municipalities and I have always tried to create a harmony between the city's desire and the project's vision.</p>	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates):	
Other Organizations:	
Additional Information: <p>The fabric of Pleasant Ridge is a wonderful mix of the suburban with the urban threaded by sidewalks and paths. I believe that it is important to maintain that character while still encouraging growth and diversity.</p>	



City of Pleasant Ridge

Candidate Questionnaire

Name: Nicholas Ziems	
Date: 1/25/2022	Pleasant Ridge Resident For (years): 3+
Occupation: Creative Sculptor	
Commissions On Which You Want to Serve: Historical Commission	
Interests/Reasons/Qualifications: I am interested in learning more about PR and helping preserve the history of our city. I have a degree in fine art, spent time as a docent at the Westcott House. I really enjoy architecture, art, and design.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): N/A	
Other Organizations:	
Additional Information: I have an IT, Design, and Fine Art background. Works well with others and can work independantly as well as withint a team setting.	



City of Pleasant Ridge

Candidate Questionnaire

Name: Daniel Patton	
Date: 12/29/2020	Pleasant Ridge Resident For (years): 2 years
Occupation: Librarian	
Commissions On Which You Want to Serve: Historical Commission	
Interests/Reasons/Qualifications: <p>I have an interest in and consider myself a steward of local history. I have a B.A. in US History from WSU. Before becoming a public librarian, I worked at the Birmingham Historical Museum as a registrar, tour guide, and curator. I have also worked on volunteer projects for multiple historical and preservation orgs including Preservation Detroit, the Detroit Historical Society, the Holocaust Memorial Center, the Reuther Library, the Plymouth Historical Museum, and the National Park Service. It would be a pleasure to work within my community on local history projects and preservation.</p>	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): <ul style="list-style-type: none">- Friends of the Birmingham Museum, President 2016-2018- Wayne State Alumni Board, 2018-Present	
Other Organizations: <ul style="list-style-type: none">- Preservation Detroit tour guide, 2017-2019- The Greening of Detroit, volunteer coordinator, 2014-2016- Detroit Bus Company, tour guide, 2016	
Additional Information:	



City of Pleasant Ridge

Candidate Questionnaire

Name: Fred Miller	
Date: 12/20/2020	Pleasant Ridge Resident For (years): 33 Years
Occupation: Attorney, mostly retired	
Commissions On Which You Want to Serve: Historical Commission	
Interests/Reasons/Qualifications: I am interested in understanding how Pleasant Ridge fits in the history of the metro-Detroit area and the country, and in using that understanding to help bring Southern Oakland County's communities closer to each other and to our neighbors in the City of Detroit.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): No municipal boards	
Other Organizations: State Bar of Michigan, Consumer Law Section - past chair and editor of newsletter Sierra Club	
Additional Information:	



City of Pleasant Ridge

Candidate Questionnaire

Name: Susan Burt	
Date: 1/13/2020	Pleasant Ridge Resident For (years): 23 years
Occupation: Pharmacist	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: After living in this wonderful community for many years, I'd like to give back to my community in a meaningful way.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): No government experience	
Other Organizations: Former member: South east MI Society of Health System Pharmacists American Society of Health System Pharmacists	
Additional Information: My mother served on the planning commission in my hometown and I always respected that. I'd like to give that example to my own kids! I'd be happy to serve.	



City of Pleasant Ridge

Candidate Questionnaire

Name: Victoria DeLuce	
Date: 12/19/2020	Pleasant Ridge Resident For (years): 2 years
Occupation: Executive Vice President, Success Mortgage Partners	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: I believe it is important to give back to the industries one works in and communities one lives. Being an Executive and board member of several other associations and companies gives me years of ample experience. I also planned and organized our caroling events for Pleasant Ridge this year.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): Many mortgage industry organizations that I can't make out because the font is really small on her application (Jim note)	
Other Organizations: Regularly give time and monetary contribution to Partners Making a Difference, the 501(c)3 of Success Mortgage Partners	
Additional Information: Prior to living in Pleasant Ridge I lived in Ferndale for 10 years. Once I discovered Pleasant Ridge I knew I had to live here. Since I've lived here I've truly developed a passion for our community. With my background in finance, economics, and leadership	



City of Pleasant Ridge

Candidate Questionnaire

Name: Jennifer Woodside Wojtala	
Date: 1/3/2021	Pleasant Ridge Resident For (years): 2.5 years
Occupation: Patent Attorney	
Commissions On Which You Want to Serve: Historical Commission; Planning Commission	
Interests/Reasons/Qualifications: <p>I have enjoyed the PR home and garden tour for many years and consider myself fortunate to have joined the community in 2018. I think it is important to preserve the unique character and history of our beautiful community as structures are built or updated, while fostering growth. I am particularly interested in the planning commission position, as I have aspired to such a position after watching my mother serve on the Northville Township planning commission and ZBA for several years during my childhood and later become township supervisor. I am an attorney and engineer, so regularly deal with laws, regulations, and administrative proceedings in my career.</p>	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): This would be my first public service position.	
Other Organizations: I belong to many professional organizations, including American Institute of Chemical Engineers, American Intellectual Property Law Institute, Michigan IP Inns of Court, Intellectual Property Owners, Michigan Intellectual Property Law Association, and Wom	
Additional Information: <p>Prior to becoming an attorney, I worked as an Environmental and Process Engineer at a cement plant. In those roles, I interfaced with the public and various administrative agencies, including in hearings for obtaining permits and general questions about c</p>	



City of Pleasant Ridge

Candidate Questionnaire

Name: Meghan Takashima	
Date: 1/3/2020	Pleasant Ridge Resident For (years): 9 years
Occupation: Administrator	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: <p>My interest in serving on the Pleasant Ridge Planning Commission stems from a desire to be more involved in decisions in my community. I have worked in Detroit for the last 15 years, and for the City of Detroit Housing and Revitalization Department for the last five years as managing approximately \$5.5m in investment in programs for households experiencing homelessness. In this role, I have had multiple opportunities to present to the City of Detroit Planning Commission regarding planned housing development. Based on my experience, I have an understanding of municipal government and a working knowledge of city planning that can be valuable to the Commission.</p>	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): N/A	
Other Organizations: City of Detroit representative on the Wayne Metro Community Action Agency board (2016-present) City of Detroit representative on the homelessness planning Continuum of Care board (2016-present)	
Additional Information:	



City of Pleasant Ridge

Candidate Questionnaire

Name: Mark Bolach	
Date: 12/18/2020	Pleasant Ridge Resident For (years): 20+
Occupation: Regional Sales Manager	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: I have served on the PR Planning Commission/DDA in the past and feel that it would be good timing to volunteer to serve again.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): PR Planning Commission/DDA 2008-2016	
Other Organizations: N/A	
Additional Information: I really enjoyed the past time I spent serving PR and working with the various Committees and elected officials. I feel that being a part of a Committee is the best way to help our city continue to move in a positive direction.	



City of Pleasant Ridge

Candidate Questionnaire

Name: Jeff Hand	
Date: 12/21/2020	Pleasant Ridge Resident For (years): 17+
Occupation: President and CEO of ROSS Controls	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: <p>I'm interested in the local planning and development of Pleasant Ridge for 2 primary reasons:</p> <ol style="list-style-type: none">1. I'm obviously a resident, living very close to Woodward Ave. at 8 Oxford2. I run a business that will be moving into Ferndale on Woodward Heights just pass the Pleasant Ridge border. <p>I've served in not only the PR Historical Commission, but also serve on several Boards for my company, including one not for profit (National Fluid Power Association) listed below.</p>	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates): Pleasant Ridge Historical Commission (approx 2009 to 2012)	
Other Organizations: National Fluid Power Association Board of Directors Young Presidents Organization (YPO) ROSS Controls Board of Directors	
Additional Information: I'm very interested in joining the commission, serving Pleasant Ridge again, and at this point, all the dates in 2021 work in my schedule	



City of Pleasant Ridge

Candidate Questionnaire

Name: Charles Green	
Date: 12/21/2020	Pleasant Ridge Resident For (years): 9
Occupation: Project Manager	
Commissions On Which You Want to Serve: Planning Commission	
Interests/Reasons/Qualifications: I have had experience building in PR as well as Huntington Woods. Additionally I was electricians helper in College. I have a solid amateur building skill set, but the largest reason for my interested in in maintaining the integrity of my community as well as seeing it grow.	
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates):	
Other Organizations:	
Additional Information:	