



# The City of Ferndale

## Agenda

### Monthly Meeting of the Downtown Development Authority (DDA) Board of Directors Downtown Development Authority Meeting

THURSDAY, JULY 8, 2021 @ 8:00 AM

300 E Nine Mile Road

Ferndale MI 48220

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1. **Call to Order & Roll Call**
2. **In-Person Meeting Rules Review**
3. **Approval of Agenda** Vote Format: By Voice  
Chair asks those in favor to say, "aye", those opposed to say "no". Any member may move for a exact count.
4. **Community Reports** Updates from community organizations such as the Ferndale Area District Library, Southeast Oakland Area Chamber of Commerce, Eight Mile Boulevard Association, etc. (3 minute time limit)
5. **Call to Audience** Members of the public are invited to speak on any topic. (3 minute time limit)
6. **Call to Board Members** Members are provided an opportunity to share general updates, recovery planning strategy, questions, concerns, etc.
7. **Presentations**
  - 7.a [Quarterly Main Street Oakland County Statistics Report from Sommer Realy](#)
  - 7.b [The dot Sanitation Station Overview](#)
  - 7.c [Presentation of Draft Downtown Ferndale Possibilities Plan by Hamilton Anderson](#)
8. **Consent Agenda** Vote Format: By Voice  
Chair asks those in favor to say, "aye", those opposed to say "no". Any member may move for a exact count.
  - 8.a [Approve June Minutes](#)
9. **Regular Agenda**
  - 9.a [Trademark Agreement With Not Sorry Goods](#)
  - 9.b [Approval for Financial Match for OAKSTEM Tree Grant in the amount of \\$5,000](#)

**10. Information Items from Executive Director**

**11. Adjournment**



July 8, 2021

Downtown Development Authority

**CITY OF FERNDAL  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Quarterly Main Street Oakland County Statistics Report from Sommer Realy

**SUGGESTED ACTION**

Review and discuss report

**Agenda Item Category**

**Agenda Item Deadline Date**

**Item Description**

**Item Background**

**Item Costs**

**GL#**

**CIP#**

**Additional Notes**

**ATTACHMENTS:**



July 8, 2021

Downtown Development Authority

**CITY OF FERNDAL  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** The dot Sanitation Station Overview

**SUGGESTED ACTION**

Review presentation of current status for the sanitation station located at The dot

**Agenda Item Category**

**Agenda Item Deadline Date**

**Item Description**

**Item Background**

**Item Costs**

**GL#**

**CIP#**

**Additional Notes**

**ATTACHMENTS:**



July 8, 2021

Downtown Development Authority

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Presentation of Draft Downtown Ferndale Possibilities Plan by Hamilton Anderson

**SUGGESTED ACTION**

Review and discuss presentation of the final draft for the Ferndale Possibilities Plan by Hamilton Anderson

**Agenda Item Category**

Strategic Plan Item

**Agenda Item Deadline Date**

2021-07-08

**Item Description**

A final draft of the new Downtown Ferndale Possibilities Plan will be provided to the DDA Board of Directors along with a brief, 20-minute presentation. This plan seeks to review how Downtown Ferndale can (1) take better care of existing infrastructure and (2) explore possibilities for future development. A more in-depth presentation and discussion is scheduled for August, which will provide members with time to review the plan individually.

**Item Background**

Initiated in 2018, the Downtown Ferndale Possibilities Plan is the culmination of several planning efforts. The plan begins with a complete understanding of downtown through a parcel-by-parcel investigation, as well as an extensive inventory of all capital assets. It then uses this information along with stakeholder input and staff expertise to imagine downtown's full potential and envision its future in both today and in the future. The plan seeks to help us take better care of existing resources and infrastructure, while keeping an eye on possibilities for future development. These ideas are not presented as definitive "plans" - but rather as a jumping off place for thinking about how development could positively impact downtown.

This process began in August 2018 with a contract between the Ferndale DDA and Hamilton Anderson for a 'Ferndale DDA Capital Improvement and Development Plan.' Stakeholder engagement was undertaken at that time, as well as a strategic planning session with the DDA Board of Directors and

City staff. The draft that was available to Lena Stevens when she became Director in October 2019 was determined to be insufficient for current purposes and the staff of Hamilton Anderson agreed to work collaboratively on a new direction. The pandemic delayed this process regrettably, but the Downtown Ferndale Possibilities Plan is now well timed to guide us as we enter economic recovery for our small businesses.

To stay competitive and continue to improve the quality of life for Ferndale residents and business owners, this document articulates that vision and makes recommendations to celebrate Downtown's successes, build on what works, and improve what isn't working as well.

**Item Costs**

The original contract for this project includes \$76,000 plus \$1,000 reimbursable expenses. Hamilton Anderson has invoiced a total of \$73,436, of which \$11,087 remains unpaid. Of the initial \$76,000 budget, there remains \$2,564 unbilled. The DDA will process the remaining amount upon presentation of the draft in July 2021.

**GL#**

248-000-818.000 Contractual Services

**CIP#**

n/a

**Additional Notes**

**ATTACHMENTS:**



July 8, 2021

Downtown Development Authority

**CITY OF FERNDALÉ  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Approve June Minutes

**SUGGESTED ACTION**

Approve minutes from DDA Board of Directors meeting in June 2021.

**Agenda Item Category**

Operational Item

**Agenda Item Deadline Date**

2021-07-08

**Item Description**

n/a

**Item Background**

n/a

**Item Costs**

n/a

**GL#**

n/a

**CIP#**

n/a

**Additional Notes**

**ATTACHMENTS:**

[DDA Minutes June 10 2021.pdf](#)



**VIRTUAL Monthly Meeting of the Downtown Development Authority (DDA) Board of Directors**

**Downtown Development Authority Meeting**

**THURSDAY, JUNE 10 2021 @ 8:00 AM**

**HTTPS://US02WEB.ZOOM.US/J/83370971044?**

**PWD=OWFCUDRVENBKD2LISDHUEVI4EJFUZZ09**

**PASSWORD: FERNDAL**

**PHONE: 929 205 6099 (TOLL FREE)**

**MEETING ID: 833 7097 1044**

**1. ROLL CALL**

**CALL TO ORDER:** 8:02 am

MEMBERS PRESENT: PJ Jacokes from Pleasant Ridge, Sarah Brown from Ferndale, Jerome Raska from Ferndale, Chris Johnston from Pleasant Ridge, JeDonna Dinges from Grosse Pointe, Janice Semma from Royal Oak, Mayor Melanie Piana from Ferndale, Toly Ashkenazi from Ferndale

MEMBERS ABSENT: Jacki Smith, Nathan Martin

STAFF PRESENT: Lena Stevens, Executive Director; Sommer Realy, Engagement Manager; Reilly Coleman, Administrative Assistant

GUESTS PRESENT:

- Jordan Twardy, Community and Economic Development Director
- Jenny Marr, Ferndale Library
- Shalyn Getz, Ferndale Project

**2. ELECTRONIC MEETING ACKNOWLEDGEMENT**

**a. Electronic Meetings Update**

Executive Director Lena Stevens reminded the Board of the current state law regarding the continuance of electronic meetings. This will be according to Ferndale City Council's approval and procedure.

**3. APPROVAL OF AGENDA**

***Motion by Member JeDonna Dinges, seconded by Member Chris Johnston to approve the agenda as presented.***

*AYES – Mayor Melanie Piana, Member JeDonna Dinges, Member Jerome Raska, Chair PJ Jacokes, Vice-Chair Chris Johnston, Treasurer Sarah Brown, Member Janice Semma, Member Toly Ashkenazi*

***All ayes, motion carries.***

**4. CALL TO BOARD MEMBERS**

- a.** Chair PJ Jacokes stated the Go Comedy! Improv Theatre office has opened.

**5. CALL TO AUDIENCE**



*Members of the public are invited to speak on any topic. No more than three minutes.*

- a. Jenny Marr of the Ferndale Library stated the limited opening has started. Regular hours are anticipated for July. They are undergoing phase one of the exterior project.

Executive Director Lena Stevens asked how the courtyard is functioning and if the library is in need of additional help. Marr stated there is no help needed because the space is not booked for any upcoming events.

## **6. CONSENT AGENDA**

- a. Approval of Minutes

***Motion by Member Jerome Raska, seconded by Treasurer Sarah Brown to approve the consent agenda as presented.***

*AYES – Mayor Melanie Piana, Member JeDonna Dinges, Member Jerome Raska, Chair PJ Jacokes, Vice-Chair Chris Johnston, Treasurer Sarah Brown, Member Janice Semma, Member Toly Ashkenazi*

***All ayes, motion carries.***

## **7. REGULAR AGENDA**

- a. Consideration of Trademark License Agreement with Ferndale Project LLC for PATIO Zone Logo

Executive Director Lena Stevens introduced the license agreement with Ferndale Project, which grants the permission of using the PATIO Zone logo for a limited-edition beer to be offered for purchase on draught within the Social District and in cans in retail locations. A label will be designed with wording to indicate it is for home consumption. Steven Mann was consulted in the development of the license agreement. The agreement can be terminated by either party at any time, and if so, no recall of the product will be necessary. There is also availability to give the same contract to another Ferndale-based brewer or distiller if of interest. The trademark is owned by Ferndale. The main reason for consideration of this agreement is for free marketing purposes, but also the recognition and support of Ferndale's intertwined ecosystems.

Shayln Getz of Ferndale Project stated they wanted to get involved with the PATIO Zones however they could, given their inability to participate directly due to their location. They will also generate a QR code on the label that provides info about the PATIO Zones.

Chair PJ Jacokes asked how long it will take for the beer to be developed. Getz stated it is a brand-new beer and has not been made before. The label is the timeliest concern as it has to be ordered three weeks before the beer is made.

Treasurer Sarah Brown asked how long the beer will be served. Getz stated it will be a ten-barrel batch. They recently put out a different beer two weeks ago and have already sold out. It will depend on how popular this beer is, but it is anticipated around two weeks.

Mayor Melanie Piana expressed her support for this agreement because it is important to find supportive services outside of the pandemic – especially businesses outside of the Downtown boundary.

***Motion by Mayor Melanie Piana, seconded by Treasurer Sarah Brown to authorize the Executive Director to Approve Trademark License Agreement with Ferndale Project LLC for PATIO Zone Logo.***

*AYES – Mayor Melanie Piana, Member JeDonna Dinges, Member Jerome Raska, Chair PJ Jacokes, Vice-Chair Chris Johnston, Treasurer Sarah Brown, Member Janice Semma, Member Toly Ashkenazi*

***All ayes, motion carries.***

## **8. INFORMATION ITEMS FROM EXECUTIVE DIRECTOR**

- a. Executive Director Lena Stevens welcomed Toly Askenazi of SOHO and 215 West to the Board. He has been involved in the community since 2003.
- b. A parking contest will be launched using ParkFerndale featuring a winning gift bag and Downtown Ferndale gift card.
- c. The PATIO Zones are doing great. The Ferndale Police Department has not reported an incident and have a unique code in the event it is needed. The Department of Public Works has reported an increase in litter, but not any more than what was anticipated. Como's, Otus Supply and Danny's Irish Pub have joined the lineup, and 215 West is in process.
- d. There is no date for the Inside Out Program at this time.
- e. "9 on the 9" is in development, which contains nine weeks of outdoor performances.
- f. The dot's art installations are moving forward.
- g. The DPW team is working hard on flower beds and landscaping.
- h. Mayor Melanie Piana stated One Eyed Betty's is opening July 6, and Public House will open the second week of July.
- i. Member Jerome Raska asked if there is any information regarding the Ferndale Dream Cruise. Director Stevens stated there is no information at this time.

## **9. ADJOURNMENT**

***Motion by Member Jerome Raska, seconded by Mayor Melanie Piana to adjourn the meeting at 8:31 A.M.***

*AYES – Mayor Melanie Piana, Member JeDonna Dinges, Member Jerome Raska, Chair PJ Jacokes, Vice-Chair Chris Johnston, Treasurer Sarah Brown, Member Janice Semma, Member Toly Ashkenazi*

***All ayes, motion carries.***



July 8, 2021

Downtown Development Authority

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Lena Stevens

**SUBJECT:** Trademark Agreement With Not Sorry Goods

**SUGGESTED ACTION**

Authorize Executive Director to enter into a trademark agreement with Not Sorry Goods to create a limited-edition set of apparel for Downtown Ferndale.

**Agenda Item Category**

Other

**Agenda Item Deadline Date**

2021-07-08

**Item Description**

The DDA Executive Director has approached Not Sorry Goods about creating a limited-edition line of apparel to promote Downtown Ferndale. Not Sorry Goods has the capability to print the items as well as handle order fulfillment. This agreement grants them the ability to print and market items with the Ferndale DDA logo for this purpose. Final designs are being developed and will be approved by the Executive Director.

**Item Background**

Not Sorry Goods is all about looking good, feeling good and doing good - unapologetically. By focusing on upcycling, eco-friendly materials & locally-sourced goods, our intention is to create a more sustainable, inclusive & equitable future for all. Co-founders Dy-Min Johnson and Jessica Minnick have been running a pop up shop in Rust Belt Market, and soon will have their own location at 22963 Woodward Ave.

Promotional items have been under consideration for some time, with the goal of using local companies for these purchases. Sales of apparel are difficult for DDA staff to manage and store. Working with Not Sorry Goods creates an wonderful option for online sales and private order fulfillment, all while supporting a local business.

**Item Costs**

Final pricing will be approved by the Executive Director and will vary based on the item. Not Sorry Goods will remit revenues from sales to the Ferndale DDA on a monthly basis. Not Sorry Goods will retain costs for materials, printing, and processing.

**GL#**

n/a

**CIP#**

n/a

**Additional Notes**

**ATTACHMENTS:**

[TRADEMARK LICENSE AGREEMENT\\_Not Sorry.pdf](#)

## **TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (the “Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Ferndale Downtown Development Authority (“Ferndale DDA”), having its principal place of business at 300 E. Nine Mile Road, Ferndale, Michigan 48220, and \_\_\_\_\_, a \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, Ferndale, Michigan 48220 (“Apparel Co.”).

### **Background**

A. Ferndale DDA developed and owns the trademark rights for THE FERNDALE DDA logo & design trademark (the “Mark”), which is shown in Exhibit A to this Agreement. Ferndale DDA has been using the Mark in connection with its social district since at least as early as 2021.

B. Apparel Co. is an apparel company which manufactures and sells apparel online and in retail stores. The Ferndale DDA has approached Apparel Co. for use of the Mark on and in connection with the sale of special, limited-edition apparel.

C. Ferndale DDA has agreed to grant to Apparel Co. a non-exclusive, royalty-free license to use the Mark as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the parties agree as follows:

#### **1. Grant of License.**

Ferndale DDA grants to Apparel Co. a non-exclusive, royalty-free license to use the Mark in connection with the manufacture and sale of a special, limited-edition set of apparel during the term of this Agreement and subject to the terms, conditions and limitations set forth in this Agreement. Apparel Co. agrees not to use the Mark in connection with any other goods and services not specified in this Section.

#### **2. Term.**

2.1 The Agreement shall commence on the date hereof and continue through December 31, 2021.

2.2 Upon the termination of the Agreement and the license as provided herein under Section 2 or 7, all rights and privileges arising from this Agreement including, but not limited to the non-exclusive license provided in Section 1, shall terminate and Apparel Co. must cease any and all use of the Mark in any manner. Specifically, no additional products may be manufactured using the Mark after the termination of the Agreement, however, any already existing, unsold products bearing the Mark on the date of termination of the Agreement,

including products already sold and distributed to retail locations, may be sold until such supplied have been depleted.

2.3 Upon the termination of the Agreement, Apparel Co. may contact Ferndale DDA at the address set forth in Section 10.9 below and request an extension of the term specified in Section 2.1 of this Agreement. Ferndale DDA, in its sole discretion, may grant or deny such an extension.

3. Ownership.

Ferndale DDA retains the sole and exclusive ownership of the Mark and all goodwill and rights related thereto. Apparel Co. understands and agrees that nothing in this Agreement shall be interpreted as conferring any proprietary rights upon Apparel Co. with respect to the Mark other than the rights expressly granted in this Agreement.

4. Quality Standards.

4.1 Apparel Co. agrees that all goods manufactured, produced and sold under the Mark will conform to the quality requirements of Ferndale DDA. Specifically, Apparel Co. agrees to work with Ferndale DDA to develop the design of the products to be sold. Apparel Co. also agrees to only use the Mark in the exact form as displayed in Exhibit A with no variations in font, color, etc.

4.2 Ferndale DDA will have the right to inspect and monitor Apparel Co.'s use of the Mark including, without limitation, inspect and approve any written material using the Mark or undertake any other action reasonably necessary, in the opinion of Ferndale DDA, to protect the Mark.

5. Protection of the Trademarks.

Apparel Co. agrees that they will not challenge, oppose or seek to cancel the title of any rights of Ferndale DDA in and to the Mark or make any claim or take any action adverse to Ferndale DDA's rights therein. Furthermore, Apparel Co. will not register, nor attempt to register, any trade name or trademark which incorporates or is confusingly similar to the Mark.

6. Infringement By Third Parties.

Apparel Co. agrees to promptly notify Ferndale DDA of any unauthorized use of the Mark by third parties as such use becomes known to Apparel Co. Ferndale DDA shall determine whether or not to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Mark. Apparel Co. will provide cooperation and assistance in any enforcement action against third parties.

7. Termination.

7.1 Except for the expiration of its term as provided in Section 2.1, or as otherwise provided by law, this Agreement may be terminated by either party, immediately upon written notice by the terminating party.

7.2 Upon termination of this Agreement for any reason, including expiration, Apparel Co. shall immediately cease all use of the Mark in accord with Section 2.2, and shall not thereafter adopt any other mark or designation confusingly similar to the Mark.

8. Representations and Warranties of Ferndale DDA.

Ferndale DDA represents and warrants that it is the owner of the Mark and that it has the right to enter into this Agreement and grant the license set forth in Section 1.

9. Sublicensing.

Apparel Co. shall not sublicense all or part of the rights granted to Apparel Co. pursuant to Section 1 without obtaining the prior written consent of Ferndale DDA on each occasion thereof.

10. Other Provisions.

10.1 Entire Agreement and Amendment. This Agreement sets forth the entire and final agreement between the parties with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements. This Agreement may not be altered or modified except by a writing signed by all parties hereto.

10.2 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.3 Assignment. Apparel Co. may not assign or transfer its interests, rights, or obligations under this Agreement without the prior written consent of Ferndale DDA.

10.4 Waiver. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement and shall in no way affect the full right to require such performance from the other party at any time thereafter.

10.5 Severability. This Agreement and the transactions contemplated herein constitute one transaction and they shall not be divisible in any manner. A material breach of any portion of this Agreement shall be deemed a breach of the whole Agreement.

10.6 Compliance with Law. Apparel Co. warrants and represents that its performance of this Agreement shall comply with any and all applicable federal, state, and local laws and regulations of the United States and any other jurisdiction in which goods are manufactured and sold.

10.7 Choice of Law and Choice of Forum. This Agreement shall be governed by and construed according to the laws of the State of Michigan, without regard to the conflict of laws principles therein. Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in a state or federal court sitting in the State of Michigan, and the parties hereto specifically consent and submit to the jurisdiction of such state or federal court.

10.8 Invalidity. The invalidity of any provision of this Agreement shall not affect the validity of the remainder of any such provision or the remaining provisions of this Agreement.

10.9 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (i) when personally delivered to the party to be given such notice or other communication; (ii) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication, shall promptly be confirmed by written notice; (iii) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (iv) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following address or facsimile number:

**If to Ferndale DDA:**

Ms. Lena Stevens, Executive Director  
Ferndale Downtown Development Authority  
300 E. Nine Mile Rd.  
Ferndale, MI 48220

**If to Apparel Co.:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ferndale, MI 48220

or to such other address, email address or facsimile number as the parties may designate by proper notice.

10.10 Relationship Between Parties. Nothing contained in this Agreement shall be deemed: (i) to constitute either party, or any employee, agent or representative of either party, an employee, agent or representative of the other party; (ii) to create any partnership, joint venture, association or franchise between the parties; or (iii) to confer with any express or implied right, power, or authority to enter into any agreement or commitment, expressed or implied, or to incur any obligation or liability on behalf of the other party.

10.11 Titles. Titles to the sections and subsections of this Agreement are solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

10.12 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall constitute an original of this Agreement, and all of which together shall constitute one and the same Agreement; provided, however that this Agreement will not be effective until each and every party has executed and delivered to each other party at least one counterpart of this Agreement signed by that party.

10.13 Signatures: A signed counterpart of this Agreement which a party delivers by facsimile or electronic mail shall be deemed to have the same effect as if the party had personally delivered a signature original of that counterpart.



IN WITNESS WHEREOF, Ferndale DDA and Apparel Co. have caused this Agreement to be executed by their respective duly authorized officers effective as of the day and year first above written.

Ferndale Downtown Development Authority

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Lena Stevens

\_\_\_\_\_

Its: Executive Director

Its: \_\_\_\_\_

EXHIBIT A

# THE FERNDALE PATIO

PAY AND TAKE IT OUTSIDE



July 8, 2021

Community & Economic  
Development

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Erin Quetell

**SUBJECT:** Approval for Financial Match for OAKSTEM Tree Grant in the amount of \$5,000

**SUGGESTED ACTION**

Authorize matching funds be allocated for the OAKSTEM Tree Grant in the amount of \$5,000

**Agenda Item Category**

Operational Item

**Agenda Item Deadline Date**

2021-07-08

**Item Description**

The purpose of this memo is to request financial match support in the amount of \$5,000 from the Ferndale Downtown Development Authority in response to the OAKSTEM Tree Grant program administered through Oakland County. A copy of the grant opportunity and grant requirements are attached for your review.

**Item Background**

**Background**

Oakland County has recently released a new funding opportunity, OAKSTEM, for planting trees in the George W. Kuhn drainage district. The purpose of the grant is to increase green infrastructure throughout the communities in the district to mitigate the impacts of stormwater runoff and improve water quality. Planting trees is one way to naturally help infiltrate stormwater, instead of sending it into our combined sewer system. Communities within the district, including Ferndale, are eligible for the funding. Ferndale's allocation is \$14,459. The grant has a financial 1:1 match requirement for a total project amount of about \$29,000.

**Recommendation**

Acknowledging that there is a shared desire to improve the urban tree canopy in our downtown between the City and the DDA, the City is requesting financial match support from the DDA board in the amount of \$5,000. The City's financial match contribution will be \$10,000. If awarded, the City will be able to purchase 15-20 trees to be planted in the downtown area. The City will utilize their

existing contract with the Davey Resource Group to evaluate the current trees in the downtown, review potential tree planting locations, and provide recommendations for optimal tree species and location within the downtown. The City will then develop a plan for planting and tree management, with anticipated tree planting efforts in Spring 2022.

The City hopes that the DDA Board consider this support and looks forward to working with the DDA staff to improve the urban tree canopy, beautify our downtown, and positively contribute to the City's climate goals by reducing greenhouse gases and installing green infrastructure.

**Item Costs**

\$5,000

**GL#**

248-000-931.000 Facilities Maintenance. That General Ledger # has a budget of \$246,600 for FY21-22. This includes \$25,000 for plant material. While this line item increase as plantings become more complex, there is ample flexibility for this expense.

**CIP#**

n/a

**Additional Notes**

**ATTACHMENTS:**

[DRAFT OAKSTEM CostParticipationAgreement FinalDraft.pdf](#)

[OaklandCounty\\_OAKSTEM\\_ApplicationGuide\\_v210520 \(003\).pdf](#)

**OAKSTEM 2021 STREET TREE ENHANCEMENT MATCHING GRANT PILOT PROGRAM**  
**COST PARTICIPATION AGREEMENT**

**County Project Number:** 2021-XX

**Purchasing / Fiscal:** XXXXXX

**Project Name (the "Project"):** \_\_\_\_\_

**Participating GWK Community (the "Community"):** \_\_\_\_\_

This Cost Participation Agreement ("Agreement") is made and entered into this [insert day] day of [insert month], 2021, by and between the County of Oakland, Michigan (the "County"), and the above-referenced Community.

WHEREAS, the County has established the OAKSTEM 2021 Street Tree Enhancement Matching Grant Pilot Program (the "Program") to decrease impervious surface area and increase the tree canopy in communities that are within the George W. Kuhn ("GWK") Drainage District (the "GWK District") (individually, a "GWK Community" and, collectively, the "GWK Communities"), as further described in the Terms and Policies of the Program set forth in Attachment A to this Agreement (the "Program Policies"). The County intends for the Program to assist GWK Communities with projects located within the GWK District. Limited matching funds will be distributed as reimbursement for costs expended among qualifying GWK Communities with approved 2021 Program Applications for specific, targeted street tree planting projects on public road rights of way (ROW) that are under their jurisdiction or on public road ROW directly adjacent to land publicly owned by the GWK Communities; and

WHEREAS, the GWK Community has submitted to the County a 2021 Application Form seeking funds from the Program relating to the project identified above as more fully described in such Application and summarized in Attachment B of this Agreement (the "Project") and made a part hereof, and the County has reviewed and approved the GWK Community's Application; and

WHEREAS, the County desires to contribute funds to the Project in accordance with the terms of this Agreement and subject to the Program Policies on a 1 / 1 match basis in an amount not to exceed the limits set forth in this Agreement and in no instance exceeding the maximum match amount set forth for the GWK Community set forth on Schedule 1 to Attachment A to this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, the parties agree as follows:

1. GWK Community's Representations and Warranties. The GWK Community acknowledges and agrees to the Program Policies and represents and warrants to the County that (i) the Project, and the implementation thereof, is and will be consistent with the purposes of the Program, the description of the Project set forth in the GWK Community's Application and in Attachment B to this Agreement,

and in compliance with the Program Policies; and (ii) any funds received from the County through the Program or otherwise related to the Project shall solely be used by the GWK Community for the permitted expenses for the Project and for no other purpose.

2. Reporting Requirements. This is a reimbursement program. The GWK Community shall submit a report to the County after the completion of the Project describing in detail with supporting documentation, including, but not limited to, narratives, drawings, maps, warranties, and/or photographs and paid invoices to sufficiently evidence that the Project was completed in accordance with the Program Policies, the GWK Community's Application, and Attachment B to this Agreement. Said report and documentation must be received by the County on or before June 30, 2022
3. Authorization to Publicize. The GWK Community hereby authorizes and permits and grants a non-exclusive, irrevocable license to the County, without further notice and action required by the GWK Community or the County, to use photographs, logos, published/printed information, and any other materials to promote or otherwise publicize the County, the Program, the Project and/or the GWK Community in any manner or form, including, but not limited to, in social media, press releases, advertisements, and/or publications of any nature.
4. No Guaranty of Participation. The GWK Community acknowledges, understands, and agrees (i) the funding provided by the County through the Program is meant to supplement, and not replace, funding for existing street tree planting programs or projects engaged in by the GWK Community; (ii) the Program is expressly established as a pilot program, there is no guarantee that the Program will be continued from year-to-year and the County expects that most projects funded under the Program will be completed by the end of calendar year 2021; and (iii) there is no obligation on behalf of the County to either fund the Project or continue the Program in the future.
5. Assumption of Liabilities and Responsibilities; Release. The GWK Community assumes any and all responsibilities, including, but not limited to, costs and expenses, and liabilities arising out of the administration and implementation of the Project and the ongoing maintenance and warranty compliance of any and all trees planted through the Project, and acknowledges and agrees that the County shares no such responsibilities or liabilities in administering or implementing the Project or maintaining any and all trees planted through the Project, or insuring compliance with any warranties. The GWK Community, on its behalf and on behalf of its employees, agents, representatives, elected and appointed officials, and volunteers, agrees to not sue and to waive, release, and forever discharge the County and its employees, agents, representatives, elected and appointed officials, and volunteers from all liability, damages, injuries, claims, or demands of any nature and for any reason ("Claims") arising from or in any way connected to the Program and/or the Project, including, but not limited to, any matters relating to the selection of tree species, planting location or processes, maintenance, tree growth, or removal, and shall indemnify and hold the County harmless against any third party Claims.
6. Approval of Funding. In reliance on the representations, warranties, and agreements made by the GWK Community in this Agreement and each document referenced herein, the County approves the funding of the Project through the Program in the amount identified as "FY2021 OAKSTEM 2021 Program Award" set forth on Attachment B to this Agreement, which amount shall be paid as a

reimbursement to the GWK Community by the County upon successful completion of the Project and receipt by the County from the GWK Community of a report and the documentation described in Section 2 of this Agreement and the GWK Community's performance of any and all other obligations set forth in this Agreement or any document referenced herein. Said report and documentation must be received by the County on or before June 30, 2022. If a Project is not completed in accordance with the Application and as approved by the County and/or applicable report and documentation is not received by the County on or before June 30, 2022, to its satisfaction, the County's obligation to pay the reimbursement funds under this Agreement is null and void. The report and the documentation described in Section 2 shall be sent to both the:

Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

Planning Manager  
Economic Development Department  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

7. References to the County and/or the Program. All marketing materials created, or references or acknowledgments made, by the GWK Community regarding the receipt or use of funding under the Program for the Project shall reference the County and the Program and the GWK Community, through its authorized representative, shall, upon the County's request, execute a License Agreement for the use of the County's or Program's name and/or any materials, logos, or items related thereto, provided, however, the GWK Community shall cease the use or reference to the County or the Program upon notice by the County.
8. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts which together shall be deemed a fully executed document. Any signature to this Agreement delivered electronically shall be deemed an original signature to this Agreement.

The parties to this Agreement have executed this Agreement as indicated below.

**OAKLAND COUNTY**

**COMMUNITY**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A****OAKSTEM 2021 STREET TREE ENHANCEMENT MATCHING GRANT PILOT PROGRAM****Terms and Policies****STATEMENT OF PURPOSE**

Recognizing a continuing need to enhance and maintain public street trees on public road rights of way (ROW), Oakland County Government wishes to pilot a discretionary street tree matching program that will allow the County to assist communities that are within the GWK George W. Kuhn ("GWK") Drainage District (the "GWK District")(collectively, the "GWK Communities") with the planting of street trees on public road rights of way ("ROW") that are under their jurisdiction or on public road ROW directly adjacent to land publicly owned by these GWK Communities, and that are within the GWK District.

The County wishes to provide limited matching funds to qualifying GWK Communities to plant street trees that will provide the following direct public benefits: Increase tree canopy; reduce impervious surface area; reduce peak flow storm water run-off; reduce flooding risk; reduce noise; improve air quality; enhance aesthetics; attract, retain and grow business, retain jobs and encourage community investment.

The County wishes to assist GWK Communities to accomplish these public objectives by test-piloting a Street Tree Enhancement Match Program.

**PROGRAM SUMMARY**

The County established the OAKSTEM 2021 Street Tree Enhancement Matching Grant Pilot Program (the "Program") to increase tree canopy and reduce impervious surface area in the GWK District. The Program seeks to assist the GWK Communities by offering limited matching funds for street tree plantings on public road ROWs that are under their jurisdiction, or on public road ROW directly adjacent to land publicly owned by these GWK Communities, and that are within the GWK District.

Each GWK Community seeking funds through the Program shall submit to the County (i) a fully completed Pilot OAKSTEM 2021 Program Application Form (an "Application"), including a description of the project and supporting documentation for which the funding is sought (the "Project"); and (ii) if the County approves such Application, an executed Cost Participation Agreement as presented by the County. Submission of an Application by a GWK Community does not entitle such GWK Community to participation in the Program. Any funding under the Program is subject to the discretion of the County.

The Program provides for reimbursement on 1 / 1 match basis, to a maximum as outlined in Schedule 1 to these Terms and Policies. Funding shall be utilized to supplement and enhance GWK Community street tree plantings only. Funding is not intended for previously planted street trees, to replace existing budgeted street tree planting programs or to replace funding already committed to street tree plantings.



## PROJECT GUIDELINES

### Program Funding:

1. Shall be utilized solely for the purposes of street tree plantings on public road ROW that are under their jurisdiction, or on public road ROW directly adjacent to land publicly owned by these GWK Communities, and that are within the GWK District.
2. Shall not be utilized to fund street tree improvements on any state trunk lines or ROW under the jurisdiction of the Michigan Department of Transportation.
3. Shall be limited to costs associated with purchase and warranty of street trees only and shall not be utilized for other purposes, such as administrative expenses, ongoing maintenance, personnel, overhead, utilities, consultants or other similar purposes.
4. Shall not be utilized for any motorized or non-motorized road improvements to a roadway.
5. Shall be utilized for street tree planting projects that will result in: Increased tree canopy; reduced impervious surface area; reduced peak flow storm water run-off; reduced flooding risk; reduced noise; improved air quality; enhanced aesthetics; attraction, retention and growth of business, retention of jobs and encouragement of further community investment.

### Warranty:

All trees planted using Program funding shall be covered by a minimum two (2) year warranty, guaranteeing survival of the tree for two years from the date of Project completion. Said warranty shall provide for the complete costs of removal and replacement. Replacement trees shall be covered with a full two-year replacement warranty as well.

### Local Elected Governing Body Resolution of Approval:

Each Application shall be accompanied by a certified copy of a resolution of the GWK Community's elected governing body (city council, village council, township board) approving the GWK Community's participation in the Program (including the appropriation of the required funds to fund the Community's obligations under the Program to complete the Project(s)), authorizing application for the Program, designating the person authorized to sign on the GWK Community's behalf, and certifying the GWK Community's commitment to complying with the Program's requirements. A Sample Community Resolution is attached to the Application.

## ADMINISTRATION

Funding for Projects through the Program may be appropriated annually by the County, but is not guaranteed. Funding availability shall be determined annually through the budget process.

Program funding may be reduced or eliminated based upon the ability of the County to meet its primary constitutional and statutory duties. The County expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

The amount of funds available for match shall be determined by the total amount of funds allocated by the County added to an equal amount representing the match provided by the participating GWK Communities.

The Economic Development Department Planning Manager shall administer the Program, including receiving Applications for Program funding and approval of funding by the County.

## **DISBURSEMENT**

The Planning Manager shall forward an approved Program Award Summary in a form prescribed by the County and a Cost Participation Agreement to each participating GWK Community for local approval.

Minimally, each Application shall include: the GWK Community's responsibility for administering the Project, the Project location, purpose, scope, estimated costs, including supporting details, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The Cost Participation Agreement shall require the maintenance and delivery of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for Project expenditures reimbursed with appropriated funding through the Program shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Fiscal Services Division reserves the right to audit all Project expenditures reimbursed through the Program.

The deadline for submitting the Application shall be established in the Program announcement.

Upon completion by a GWK Community of its Project, the GWK Community shall submit a report and documentation in accordance with the terms and conditions set forth in the Cost Participation Agreement. Said report and documentation must be received by the County on or before June 30, 2022 to receive a reimbursement payment. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with its policies and procedures.

In the event an eligible GWK Community chooses not to participate in the Program after having been awarded funding under the Program, any previously undistributed funding allocated to such award may be reallocated to other participating GWK Communities, provided they each meet the requirements under the Program.

At the completion of a Project, the participating GWK Community shall provide a final report to the County as more fully described in the Cost Participation Agreement, including a description of the activities of the recipient and the degree to which the recipient has met the stated public purpose of these Terms and Policies.

**Schedule 1 to Attachment A  
OAKSTEM 2021 – BASE VALUE DISTRIBUTION FORMULA**

	Total Budget:		\$200,000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</
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ATTACHMENT B

OAKSTEM 2021 STREET TREE ENHANCEMENT MATCHING GRANT PILOT PROGRAM

Program Award Summary

County Project Number: 2021-XX

Project Name (the "Project"): \_\_\_\_\_

Participating GWK Community (the "Community"): \_\_\_\_\_

Project Description:

---

**PROJECT BUDGET**

COMMUNITY PROJECT COST BREAKDOWN

Street Tree Purchase (Including Warranty)

COMMUNITY Contribution (Tree and warranty costs only):	(MATCH)	\$ _____
FY2021 OAKSTEM Program Award:	(AWARD)	\$ _____

**Total Street Tree Purchase (Including Warranty)** \$ \_\_\_\_\_

***TREES MUST BE PURCHASED ON OR AFTER THE EXECUTION DATE OF THE COST PARTICIPATION AGREEMENT.***

---

**Additional Costs (not Program match eligible)**

COMMUNITY Admin., PE/CE, Maintenance, Planting and Inspection costs. \$ \_\_\_\_\_

All administration, engineering, maintenance, planting costs and inspection costs will be paid by COMMUNITY.

---

**Total Project Costs (All project costs)** \$ \_\_\_\_\_

# OAKSTEM

## Oakland County Street Tree Enhancement Match Grant Program

## Program Overview

The purpose of the OAKSTEM 2021 Grant Pilot Program is to decrease impervious surface area and increase the tree canopy in communities that make up the George W. Kuhn (GWK) Drainage District.

The GWK Drainage District has among the highest percentage of impervious surface area in the County (49.2%) and the OAKSTEM program is intended to encourage GWK communities to either begin, or continue and expand, their public street tree planting program(s).

Communities can apply for this grant to supplement tree planting projects that occur during the fall 2021 or spring 2022 planting seasons.

OAKSTEM 2021 is a matching grant program for the 14 eligible communities in partnership with:

- Oakland County Department of Water Resources, George W. Kuhn Drainage District
- Oakland County Board of Commissioners
- Oakland County Department of Economic Development

### Key Dates

**Mid-June 2021 (anticipated)**

Eligible communities will receive a unique link to an online application

**July 30, 2021**

Deadline for applying

**June 30, 2022**

Last day to submit final report for reimbursement funds

### Questions? Contact:

Oakland County Department of Economic Development

**Jim Schafer**

schaferj@oakgov.com  
(248) 285-2321

**Mike Woods**

woodsmp@oakgov.com  
(248) 762-6395

# Grant Funding Criteria & Eligibility

Limited matching funds will be distributed as reimbursement for costs expended among qualifying GWK Communities with approved OAKSTEM 2021 Program Applications for specific, targeted street tree planting projects on public road rights of way (ROW) that are under their jurisdiction or on public road ROW directly adjacent to land publicly owned by the GWK Communities.

Funding shall be utilized to supplement and enhance GWK Community street tree plantings only. Funding is not intended for previously planted street trees, to replace existing budgeted street tree planting programs or to replace funding already committed to street tree plantings.

## Funding Sources

Oakland County Department of Economic Development	\$100,000
Oakland County Department of Water Resources, George W. Kuhn Drainage District	\$50,000
Oakland County Board of Commissioners	\$50,000
Participating GWK District Communities	1 to 1 Match Requirement

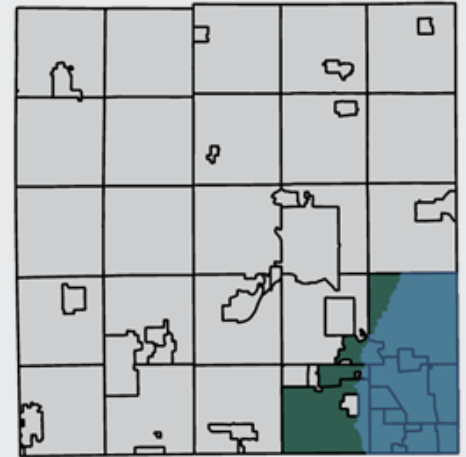
## Eligible and Non-Eligible Expenses

Participating communities are required to provide a 1 to 1 match of their awarded grant amount. The match calculation consists of the cost for the purchase and warranty of street trees only. Administration expenses, engineering, maintenance, planting and inspection costs will not count toward match.

Communities can apply for this grant to supplement tree planting projects that occur during the fall 2021 or spring 2022 planting seasons.

The trees must be purchased on or after the execution date of the Cost Participation Agreement and a final report with documentation must be received by the County on or before June 30, 2022 in order for the Community to be reimbursed.

The OAKSTEM 2021 Grant Program will be administered by the Oakland County Department of Economic Development. This program is intended to increase the tree canopy and decrease the detrimental impervious surface impacts, including flooding, erosion and the urban heat island effect. Trees help soak up water and slow the rate of water moving across the land's surface—improving water quality, increasing green infrastructure and reducing traditional infrastructure needs and costs.



## Eligible Cities Villages and Townships (CVTs)

The following 14 Oakland County CVTs (whole or part) make up the GWK Drainage District and are eligible to participate:

- Berkley
- Beverly Hills (part)
- Birmingham (part)
- Clawson
- Ferndale
- Hazel Park
- Huntington Woods
- Madison Heights
- Oak Park
- Pleasant Ridge
- Royal Oak
- Royal Oak Township
- Southfield (part)
- Troy (part)



# Base Funding Allocations for Eligible CVTs

To establish the OAKSTEM 2021 Program Base Funding Allocation, it is anticipated that all fourteen (14) eligible CVTs will apply for a grant.

Calculations for base funding allocation for eligible CVTs began with a total budget of \$200,000 and are based on three factors:

- 60% based on all eligible CVTs participating in the Program
- 30% based on an estimate of the CVT eligible road miles
- 10% based on an estimate of the CVT impervious surface area

The Base Funding Allocation Table (below) contains the base funding amounts available for each eligible CVT.

CVTs are not required to request their full base funding allocation amount.

It is anticipated that some CVTs may not participate, so additional funding may be available.

**TOTAL BUDGET: \$200,000**

	Factor		Factor 1: Participation			Factor 2: Eligible Road Miles			Factor 3: Imperviousness				% of Total Budget
	% of Budget		60%			30%			10%				
	Budget Allocation per Factor		\$120,000			\$60,000			\$20,000				
	Community	Type	(Y/N)	% Allocation	Factor 1 Allocation	Road Miles	% Allocation	Factor 2 Allocation	Impervious Score*	% Allocation	Factor 3 Allocation	Base Allocation per CVT	
1	Berkley	City	1	7.1%	\$8,571	54.4	5.3%	\$3,172	0.48	7.1%	\$1,411	\$13,155	6.6%
2	Beverly Hills	Village	1	7.1%	\$8,571	5.9	0.6%	\$344	0.376	5.5%	\$1,106	\$10,021	5.0%
3	Birmingham	City	1	7.1%	\$8,571	32.8	3.2%	\$1,913	0.546	8.0%	\$1,605	\$12,089	6.0%
4	Clawson	City	1	7.1%	\$8,571	39.5	3.8%	\$2,303	0.502	7.4%	\$1,476	\$12,351	6.2%
5	Ferndale	City	1	7.1%	\$8,571	73.8	7.2%	\$4,303	0.539	7.9%	\$1,585	\$14,459	7.2%
6	Hazel Park	City	1	7.1%	\$8,571	58.9	5.7%	\$3,434	0.558	8.2%	\$1,641	\$13,647	6.8%
7	Huntington Woods	City	1	7.1%	\$8,571	25.0	2.4%	\$1,458	0.385	5.7%	\$1,132	\$11,161	5.6%
8	Madison Heights	City	1	7.1%	\$8,571	99.3	9.7%	\$5,790	0.561	8.2%	\$1,650	\$16,011	8.0%
9	Oak Park	City	1	7.1%	\$8,571	89.3	8.7%	\$5,207	0.507	7.5%	\$1,491	\$15,269	7.6%
10	Pleasant Ridge	City	1	7.1%	\$8,571	10.4	1.0%	\$606	0.485	7.1%	\$1,426	\$10,604	5.3%
11	Royal Oak	Township	1	7.1%	\$8,571	1.0	0.1%	\$58	0.52	7.6%	\$1,529	\$10,159	5.1%
12	Royal Oak	City	1	7.1%	\$8,571	219.9	21.4%	\$12,822	0.475	7.0%	\$1,397	\$22,790	11.4%
13	Southfield	City	1	7.1%	\$8,571	47.9	4.7%	\$2,793	0.429	6.3%	\$1,261	\$12,626	6.3%
14	Troy	City	1	7.1%	\$8,571	270.9	26.3%	\$15,796	0.439	6.5%	\$1,291	\$25,658	12.8%
<b>Subtotals:</b>			<b>14</b>	<b>100.0%</b>	<b>\$120,000</b>	<b>1,029</b>	<b>100%</b>	<b>\$60,000</b>	<b>6.802</b>	<b>100%</b>	<b>\$20,000</b>	<b>\$200,000</b>	<b>100%</b>

\*Impervious Score is the percent of impervious surface land area within the community expressed as a decimal.

CVTs are encouraged to request additional program funding over their base funding allocation amount and demonstrate the available matching funds. Oakland County may re-allocate these additional funds based on availability and CVT match capacity.

Determinations on grant award amounts (greater than the base funding allocation, if any) will be made after all applications have been received and reviewed.

# Grant Application & Cost Participation Agreement

Eligible CVTs will receive a unique link to an online application by Mid-June 2021 (anticipated). The deadline for applying is July 30, 2021.

CVTs awarded an OAKSTEM 2021 Program Grant will be required to enter into a Cost Participation Agreement with Oakland County.

CVTs applying for the OAKSTEM 2021 Program will be required to submit the following information:

✓	Checklist
<input type="checkbox"/>	Acknowledgment that, if awarded a grant, the CVT will be required to enter into a Cost Participation Agreement with Oakland County.
<input type="checkbox"/>	Identification of the local official or staff person authorized to execute the Cost Participation Agreement. This individual would be the recipient of the Cost Participation Agreement for electronic signature.
<input type="checkbox"/>	Contact information for the point person administering the program for the CVT.
<input type="checkbox"/>	Description of the project.
<input type="checkbox"/>	Intended planting schedule (dates).
<input type="checkbox"/>	Public road right(s)-of-way where trees will be planted (including maps).
<input type="checkbox"/>	A summary of the quantity, size and species of street trees to be planted.
<input type="checkbox"/>	Acknowledgment that the CVT will provide a final report and documentation to the County as requested that demonstrate how the grant funds were used.
<input type="checkbox"/>	Certified copy of a resolution of the Community's elected governing body (city council, village council, township board) approving the Community's participation in the Program, authorizing application for the Program, designating the person authorized to sign on the Community's behalf, and certifying the Community's commitment to complying with the Program's requirements (Sample Community Resolution provided on the following page).





# Sample Community Resolution



WHEREAS, Oakland County has established the OAKSTEM 2021 Oakland County Street Tree Enhancement Match Pilot Program (the “Program”) for communities that are wholly or partly within the George W. Kuhn (GWK) Drainage District; and

WHEREAS, the Program seeks to assist GWK Communities by providing limited matching funds for street tree planting projects on public road rights of way (ROW) that are under their jurisdiction or on public road ROW directly adjacent to land publicly owned by the GWK Communities; and

WHEREAS, the CVT Name (the “Community”) wishes to submit a 2021 OAKSTEM Program Application seeking matching reimbursement funds from the Program, in an estimated amount of \$\_\_\_\_\_ on a 1 / 1 matching basis for reimbursement for a project briefly described as \_\_\_\_\_, which is located in the GWK Drainage District; and

NOW THEREFORE, CVT Council/Board hereby approves (i) the completion and submission of the 2021 OAKSTEM Application to seek funding through the Program; (ii) if the Application is approved by Oakland County, the Community’s participation in the Program; and (iii) the appropriation and expenditure of funds necessary or appropriate to fund its obligations under the Program as set forth in the Application and the Cost Participation Agreement, and hereby authorizes Name and Title of Person to sign the Application and all Agreements and take any other action necessary or appropriate on the Community’s behalf to participate in the Program and certifies that the Community will comply with the Program’s requirements, including submittal of a final report and other documentation as required by the County, as a condition to receiving reimbursement in accordance with the Program.

## GRANT APPLICATION REVIEW CRITERIA

Grant applications will be reviewed based on the following criteria:

- Clarity and completeness of the application
- Demonstration that the Community's Project meets the goals and requirements of the OAKSTEM 2021 Program

## FINAL REPORT FOR REIMBURSEMENT FUNDS

Due on or before June 30, 2022

CVTs will be required to submit a final report to the County after the completion of the Project describing in detail with supporting documentation, including, but not limited to, narratives, drawings, maps, warranties, and/or photographs and paid invoices to sufficiently evidence that the Project was completed in accordance with the Program Policies and is consistent with the Community's Application.

The final report with documentation must be received by the County on or before June 30, 2022 in order for the County to disburse reimbursement funds.

The County will provide an online form that CVTs will use to submit the final report and documentation.

## TREE WARRANTY

All trees planted using the OAKSTEM 2021 Program funds shall be covered by a minimum two (2) year warranty, guaranteeing survival of the tree for two years from the date of Project completion. Said warranty shall provide for the complete costs of removal and replacement. Replacement trees shall also be covered with a full two-year replacement warranty.

## RIGHT TREE, RIGHT PLACE

When choosing a planting location, identify existing site conditions, overhead/ underground utilities, salt exposure, proximity to adjacent infrastructure and soil conditions.

These factors will affect the long-term viability of your selected tree species as it relates to pest and disease resistance, growth rate, root structure, canopy spread and height, form and shape, moisture and sunlight requirements.

It is essential to ensure that the trees will be compatible with the planting location, able to endure environmental conditions, are harmonious to the aesthetics of the surrounding landscape, become established and are properly pruned and maintained after they are planted by your community.

For additional information on "Right Tree, Right Place," visit the following Arbor Day Foundation links:

- <https://www.arborday.org/trees/righttreeandplace/>
- <https://www.arborday.org/trees/bulletins/documents/004-summary.pdf>

## SUGGESTED TREE SPECIES

The corresponding list represents several trees that can be found in Oakland County and Southeast Michigan.

Communities are encouraged to plant native and/or climate resilient species where possible; however, local knowledge is critical during the selection process. Species diversity is also important; therefore, please consider selecting a variety of tree species to include in your OAKSTEM 2021 Program Application.

\*The tree species and cultivars on this list are not the only suitable trees for planting in Oakland County. This list is merely intended to be used as a starting point. There are many native and non-native trees that can be considered.

The tree species and cultivars on this list should not be used exclusively for replacement planting or reforestation of large areas. The diversity of all tree species on individual streets, in neighborhoods, and in the entire community should be taken into consideration. Monocultures should be avoided.

Adapted from: Green  
Macomb - January 2017

**QUESTIONS?** Contact  
Oakland County Department  
of Economic Development

**Jim Schafer**  
[schaferj@oakgov.com](mailto:schaferj@oakgov.com)  
(248) 285-2321

**Mike Woods**  
[woodsmp@oakgov.com](mailto:woodsmp@oakgov.com)  
(248) 762-6395

Minimum Right-of-Way Width														
Botanical Name	Common Name	MI Native	Drought Tolerance	Soil Salt Tolerance	Pest Resistance	Shape	Mature Spread (ft)	Mature Height (ft)	< 3.5'	3.5 - 4.5'	4.5'+	Under Wires	Notes	
Acer buergerianum	Trident Maple	No	Yes	Mod			20 to 30	20 to 35		•		•	Choose tree form	
Acer griseum	Paperbark Maple	No	Mod	Mod		Round/Oval	10 to 30	20 to 30		•		•		
Acer pensylvanicum	Striped Maple	Yes					10 to 20	15 to 25	•			•		
Acer rubrum	Red Maple	Yes	Mod	Poor	Resistant	Round/Oval	25 to 35	60 to 75			•		Spreading surface roots	
Acer saccharum	Sugar Maple	Yes	Low	Poor		Round/Oval	40 to 50	60 to 75			•		Spreading surface roots	
Acer x freemanii	Freeman Maple	Hybrid	Mod	Poor	Resistant	Upright/Oval	20 to 40	40 to 60			•			
Aesculus x carnea	Red Horsechestnut	Hybrid	Mod	Poor	No Serious Pests	Upright/Oval	30 to 40	60 to 80		•				
Aesculus flava	Yellow Buckeye	No	Mod	Low		Upright/Oval	25 to 35	60 to 80			•		Messy fruit	
Amelanchier arborea	Downy Serviceberry	Yes	Mod	Low		Rounded		15 to 25	•			•	Choose single stem/tree form	
Carpinus betulus	European Hornbeam	No	Mod	Low	No Serious Pests	Oval	20 to 30	10 to 30	•			•		
Carpinus caroliniana	American Hornbeam/ Musclewood	Yes	Mod	Low	No Serious Pests	Upright	20 to 30	20 to 30	•			•		
Caryo ovata	Shagbark Hickory	Yes	Mod	Low	No Serious Pests	Oval/ Irregular	30 to 50	60 to 80			•		Best in large landscapes	
Celtis occidentalis	Common Hackberry	Yes	Mod	Mod	No Serious Pests	Rounded	40 to 50	60 to 70			•		Surface roots	
Cercidiphyllum japonicum	Katsura tree	No	Low	Mod	No Serious Pests	Oval/Pyramidal	20 to 30	40 to 60			•		Surface roots	
Cercis canadensis	Eastern Redbud	Yes	Mod	Low	No Serious Pests	Rounded	15 to 25	15 to 30	•			•		
Chionanthus retusus	Chinese Fringetree	No	Low	Low	No Serious Pests	Rounded	15 to 25	15 to 25	•			•	Choose single stem/tree form	
Chionanthus virginicus	White Fringetree	No	Low	Mod	No Serious Pests	Oval	10 to 20	10 to 20	•			•	Choose single stem/tree form	
Cladrastis kentukea	American Yellowwood	No	Mod	Low	Resistant	Rounded/Vase	20 to 50	40 to 50		•			Spreading surface roots	
Cornus kousa	Kousa Dogwood	No	Mod	Low		Rounded	20 to 30	20 to 30	•			•	Choose single stem/tree form	
Cornus mas	Cornelian-Cherry Dogwood	No	Low	Low	No Serious Pests	Rounded	15 to 20	20 to 25	•			•	Choose single stem/tree form	
Corylus columna	Turkish Hazelnut	No	High	Low	No Serious Pests	Oval/Pyramidal	15 to 35	40 to 50			•			
Cotinus coggygria	Eurasian Smoketree	No	Mod			Upright	10 to 15	10 to 15	•			•	Choose single stem/tree form	
Cotinus obovatus	American Smoketree	No	Mod		No Serious Pests	Oval	10 to 20	20 to 30	•			•	Choose single stem/tree form	
Crataegus crusgalli var Inermis	Cockspur Thornless Hawthorn	Yes	High	Mod	Somewhat Sensitive	Rounded	10 to 25	15 to 30	•			•		
Crataegus viridis	Winter King Hawthorn	No	High	Low		Rounded/Spreading	25 to 35	25 to 35	•					
Ginkgo biloba	Ginkgo	No	High	Mod		Pyramidal, Spreading	Variable	50 to 80			•		Choose male variety only	
Gleditsia triacanthos var inermis	Thornless Honeylocust	Yes	High	High	No Serious Pests	Rounded	30 to 70	30 to 70			•		Surface roots	
Gymnocladus dioicius	Kentucky Coffeetree	No	High	Mod	No Serious Pests	Upright to Rounded	40 to 70	50 to 70		•				
Halesia carolina	Carolina Silverbell	No	Low	Low	No Serious Pests	Upright to Rounded	20 to 35	30 to 40		•		•		
Liquidambar styraciflua	Sweetgum	Yes	Mod	Low	Resistant	Pyramidal/Oval	35 to 50	60 to 75			•		Surface roots	
Liriodendron tulipifera	Tuliptree	Yes	Low	Low	No Serious Pests	Pyramidal/Oval	35 to 50	70 to 90			•		Surface roots	
Maackia amurensis	Amur maackia	No	Mod	Low	No Serious Pests	Round	20 to 35	20 to 30	•			•		
Magnolia virginiana	Sweet Bay Magnolia	No	Low	Low	No Serious Pests	Rounded	10 to 35	10 to 35		•				
Metasequoia glyptostroboides	Dawn Redwood	No	Med	Low	Resistant	Upright Pyramidal	20 to 30	60 to 100			•			
Nyssa sylvatica	Blackgum	Yes	Mod	Mod	No Serious Pests	Pyrmadial / Oval	20 to 30	30 to 60			•			
Ostrya virginiana	Ironwood	Yes	High	Low	No Serious Pests	Pyramidal/Rounded	15 to 40	25 to 40+		•				
Parrotia persica	Persian Ironwood	No	High	Low		Oval/Rounded	15 to 30	20 to 40		•				
Platanus x acerifolia	London Planetree	No	Mod	Mod	Resistant	Pyramidal / Rounded	50 to 70	75 to 90			•		Surface roots	
Platanus occidentalis	Sycamore	Yes	Mod	Mod	Sensitive	Pyramidal / Rounded	50 to 70	75 to 90			•		Surface roots	
Quercus alba	White Oak	Yes	High	Low		Rounded/Spreading	100	50 to 80			•			
Quercus bicolor	Swamp White Oak	Yes	High	Mod	Resistant	Upright Oval / Rounded	50 to 60	50 to 70			•			
Quercus imbricaria	Shingle Oak	Yes	Mod	Low		Pyramidal/Oval	50 to 60	50 to 60			•			
Quercus lyrata	Overcup Oak	No				Rounded	35 to 50	45 to 70			•			
Quercus macrocarpa	Bur Oak	Yes	High	High	Resistant	Upright Oval / Spreading	40 to 60	60 to 70			•			
Quercus muehlenbergii	Chinkapin Oak	Yes	High	Low		Pyramidal/Rounded	50 to 70	50 to 80			•			
Quercus palustris	Pin Oak	Yes	High	Low	Resistant	Upright Pyramidal / Oval	40 to 50	60 to 80			•			
Quercus robar fastigiata	English Oak	No	High	Low		Upright Narrow Columnnar	10 to 20	50 to 60			•			
Quercus rubra	Northern Red Oak	Yes	High	Mod	Resistant	Rounded	60 to 80	50 to 60			•		Surface roots	
Quercus shumardii	Shumard Oak	Yes	High	Low		Pyramidal/Rounded	40 to 60	40 to 60			•			
Taxodium distichum	Bald Cypress	No	High	Mod	Resistant	Pyramidal	25 to 35	60 to 80			•			
Tilia americana	American Linden, American Basswood	Yes	Mod	Low	No Serious Pests	Rounded	30 to 50	50 to 80			•			
Tilia cordata	Little-leaf Linden	No	Mod	Low	No Serious Pests	Pyramidal to Rounded	30 to 40	40 to 60		•				
Tilia tomentosa	Silver Linden	No	High	Low	Resistant	Broad Columnnar	30 to 50	50 to 70			•		Surface roots	
Ulmus americana	American Elm	Yes	Mod	High	Resistant	Vase	50 to 70	70 to 90			•		Surface roots, choose Dutch Elm Disease resistant cultivar	
Ulmus "Frontier"	Frontier Elm	No	High	High	Resistant		20 to 30	30 to 40			•			
Ulmus X	Hybrid Elm	No	High	High	Resistant	Vase	30 to 45	40 to 60			•		Surface roots, choose Dutch Elm Disease resistant cultivar	

# Sample OAKSTEM 2021 Program Application



This is a sample application provided as reference. Eligible CVTs must complete an online version of the application—a unique link will be emailed to the contact person by Mid-June 2021 (anticipated).

The deadline for applying is July 30, 2021.

Oakland County Street Tree Enhancement (OAKSTEM) 2021 Pilot Match Program

*Additional information on the Project Policies, Guidelines, Available Funding and Required Matching Funds will be provided in the Cost Participation Agreement.*

## REQUESTING LOCAL GOVERNMENT

MUNICIPALITY  
CONTACT PERSON  
TITLE OF CONTACT PERSON  
TELEPHONE NUMBER  
STREET ADDRESS CITY/ZIP  
E-MAIL ADDRESS

## PROJECT INFORMATION

SHORT DESCRIPTION OF PROJECT  
INTENDED PLANTING SCHEDULE (DATES)  
ROAD/ROAD(S) RIGHT(S) OF WAY WHERE TREES WILL BE PLANTED (INCLUDE MAP)  
NUMBER, SIZE (DBH) / SPECIES OF STREET TREES TO BE PLANTED

## PROJECT BUDGET

COMMUNITY Base Program Allocation = \_\_\_\_\_

It is anticipated that some COMMUNITIES may not participate, and additional funding may be available. COMMUNITIES are encouraged to request additional Program funding over their base Program allocation amount and demonstrate the available match. The COUNTY may allocate these additional funds based on availability and COMMUNITY match capacity.

## COMMUNITY PROJECT COST BREAKDOWN

### Street Tree Purchase (Including Warranty)

COMMUNITY Contribution (Tree and warranty costs only): (MATCH) \$ \_\_\_\_\_  
FY2021 OAKSTEM 2021 Program: (REQUEST) \$ \_\_\_\_\_  
Total Street Tree Purchase (Including Warranty) \$ \_\_\_\_\_

*TREES MUST BE PURCHASED ON OR AFTER THE EXECUTION DATE OF THE COST PARTICIPATION AGREEMENT*

### Additional Costs (not Program match eligible)

COMMUNITY Admin., PE/CE, Maintenance, Planting and Inspection costs. \$ \_\_\_\_\_

Administration, engineering, maintenance, planting and inspection costs will be paid by COMMUNITY.

Total Project Costs (All project costs) \$ \_\_\_\_\_

## PROJECT COMPLIANCE WITH PROGRAM GOALS

The project meets the following program goals: (check all that apply and provide brief description)

- ☐ Increased tree canopy
- ☐ Reduced impervious surface area
- ☐ Reduced peak flow storm water run-off
- ☐ Reduced flooding risk
- ☐ Reduced noise
- ☐ Improved air quality
- ☐ Enhanced aesthetics
- ☐ Attraction, retention and growth of business, retention of jobs
- ☐ Encouragement of further community investment



## REQUIRED PROGRAM COMPONENTS AND APPLICATION DOCUMENTATION

- ☐ Copy of Two (2) year warranty provided for all trees planted using Program funds.
- ☐ Map showing street(s) where trees are to be planted.
- ☐ Table summarizing quantity, size and species of street trees to be planted.
- ☐ Copy of local elected governing body (City Council, Village Council or Township Board) certified Resolution of Approval, including person authorized to sign for GWK Community.

## ADDITIONAL INFORMATION

Please Include Any Additional Information You Feel Important for The Consideration of This Program Application

## REPORT FOLLOWING COMPLETION OF THE PROJECT

This Cost Participation Agreement shall require the GWK Community entering into such agreement to deliver to the COUNTY a report regarding the activities of the GWK COMMUNITY and the degree to which the recipient has met the stated public purpose of the funding, including before and after photos and other documentation as may be described in the Cost Participation Agreement. The COMMUNITY acknowledges and agrees to give the COUNTY permission to use photographs, logos, published/printed information, and any other materials supplied, without further notice, in press releases and/or publication.

## CERTIFICATIONS

I, \_\_\_\_\_, as the \_\_\_\_\_ on behalf of \_\_\_\_\_, have been provided with a copy of the Draft Cost Participation Agreement, including Attachments "A" and "B" and (i) agrees to comply with the terms and conditions of the this Application; (ii) understands and agrees to comply with the requirement to provide the COUNTY with a report following the completion of an approved project outlining the degree to which the project met the stated purpose of the funding as set forth in this Application; and (iii) understands that its failure to provide the reports and document or perform any other obligation under this Application or the Cost Participation Agreement shall, at the COUNTY'S option, render its reimbursement obligation null and void.

\_\_\_\_\_  
Signature of Authorized Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**If you have any questions, please contact the following  
Oakland County Economic Development staff:**

**Jim Schafer**  
[schaferj@oakgov.com](mailto:schaferj@oakgov.com)  
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