

Oak Park

City Council Agenda

September 8, 2015





AGENDA
REGULAR CITY COUNCIL MEETING
35th CITY COUNCIL
OAK PARK, MICHIGAN
September 8, 2015
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

- A. Special Council Meeting Minutes of August 17, 2015
- B. Regular Council Meeting Minutes of August 17, 2015
- C. Zoning Board of Appeals Meeting Minutes of July 28, 2015
- D. Request to cancel the Arts & Cultural Commission Meeting of September 16, 2015
- E. Request to reschedule the Zoning Board of Appeals Regular Meeting of September 22, 2015 to September 30, 2015.
- F. Public Safety Activity Summary for July 2015
- G. Approval to pay BS&A Software for the Support Contract in the amount of \$29,161.00
- H. Beautification Advisory Commission Resolution and recommendation for nominees for year 2015 Beautification Awards.
- I. Payment of invoice from PSI for material testing on the water main and sewer construction projects in the total amount of \$4,535.00
- J. Request approval for payment of invoices from Orchard, Hiltz & McCliment for Water Reservoir Pumping Station Improvements, Traffic Signal Design and Boulevard Rehabilitation in the total amount of \$22,539.95
- K. Licenses - New and Renewals as submitted for September 8, 2015

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. City Manager Employee Recognition – Jatanya Mitchell

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License and waiver of the application fee as submitted by Julie Miller, 24221 Rensselaer, for the annual Rensselaer Block Party to be held on September 12, 2015
- B. Request for a Special Event License and waiver of the application fee as submitted by Thomas Zerafa, 24320 Seneca St., for the annual Seneca Street Block Party to be held on September 13, 2015

11. ACCOUNTING REPORTS:

- A. Approval for payment of an invoice submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$5,146.34
- B. Approval for payment of an invoice as submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the amount of \$3,265.68

12. BIDS:

- A. Bid award for the 2015 Sewer & Catch Basin Cleaning and Televising Project, M-626 to Terra Contracting, Inc. of Kalamazoo, MI in the total amount of \$174,878.00

13. ORDINANCES:

- A. Second reading and adoption of an Ordinance to amend Article III, Boards and Commissions, Chapter 2, Administration, of The Code of Ordinances of the City of Oak Park by amending Division 6, Cable Television Advisory Commission thereof, thereby changing the duties of said commission
- B. Second reading and adoption of an Ordinance to Amend Appendix A-Zoning, Article III and The Official Zoning Map contained therein, being part of the Code of Ordinances of the City of Oak Park, Michigan, by changing the use district of certain parcels of land in Section 33 and currently Zoned R-1, One Family Dwelling District to RM-1, Multi-Family Residential District

14. CITY ATTORNEY:

15. CITY MANAGER:

Department of Public Works

- A. Request approval of a contract with Michigan Department of Transportation (MDOT) for traffic signal modernization along Nine Mile Road and to authorize the Mayor and City Clerk to sign the contract on behalf of the City and to fund the City's share from the Major Street fund balance.

Community and Economic Development

- B. Resolution establishing a Corridor Improvement Authority and Designating Boundaries of the Development Area.

Finance Department

- C. Authorization for the City of Oak Park to open a Local Government Investment Pool (LGIP) investment account with the Oakland County Treasurer's Office and to authorize the Finance Director/Treasurer to sign the agreement on behalf of the City.
- D. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$2,310.00 on private property for False Alarm charges
- E. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$23,039.51 on private property for Weed Mowing charges
- F. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$120,886.31 on private property for Water Invoices
- G. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$24,287.60 on private property for Special Pickup Services
- H. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$5,363.99 on private property for Snow Removal Charges

- I. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$10,939.85 on private property for Sidewalk Repair charges
- J. Resolution authorizing the City Assessor to prepare a Special Assessment Roll, assessing unpaid charges together with a 10% penalty, in the amount of \$2,004.65 on private property for Miscellaneous charges

City Clerk

- K. Request to approve the Calendar Year 2016 Free Garage Sale Dates

Technical & Planning Services

- L. Request approval of a Sales Agreement for Neighborhood Stabilization Program (NSP) home located at 13211 Dartmouth subject to conditions.

Human Resources

- M. Request approval for an agreement with Blue Cross/Blue Shield to implement a Minimum Value Health Care Plan to satisfy the requirements of the Affordable Care Act.

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
35th OAK PARK CITY COUNCIL
August 17, 2015
6:00 P.M.**

MINUTES

This Special Meeting of the 35th Oak Park City Council was held in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237.

Notice of this Special Meeting was given in compliance with the provisions of Act 267 of the Public Acts of Michigan, 1976, as amended, the "Open Meetings Act".

The Special Meeting was called to order by Mayor McClellan at 6:00 P.M.

PRESENT: Mayor McClellan, Mayor Pro Tem Levine, Council Member Burns, Council Member Seligson, Council Member Speech

ABSENT: None

ALSO PRESENT: City Manager Tungate, City Clerk Norris, Deputy City Clerk Brown, Assistant City Manager Yee, Community and Economic Development Manager Marrone

SPECIAL BUSINESS:

(AGENDA ITEM A) Interviews of Board and Commission Candidates.

Members of Council interviewed the following individuals for positions with various boards and commissions:

Benjamin Vineburg – Interests: (1) ZBA (2) Planning

Desmond Travis – Interests: (1) Communication (2) Arts and Cultural

Brian Brown – Interests: (1) Recreation

(AGENDA ITEM B) Obsolete Property Rehabilitation Act Procedures and Guidelines for Tax Exemption Applications

**CM-08-308-15 PROCEDURES AND GUIDELINES FOR OBSOLETE
PROPERTY REHABILITATION TAX EXEMPTION
APPLICATIONS - APPROVED**

Motion by Burns, seconded by Levine, CARRIED UNANIMOUSLY, to approve the following Procedures and Guidelines for Obsolete Property Rehabilitation Tax Exemption Applications with noted amendments and subject to review by the city attorney:

CITY OF OAK PARK
Obsolete Property Rehabilitation Act
Procedure and Guidelines for Tax Exemption Applications

Section A – OPRA Tax Exemption Certificate Application Guidelines

Introduction

The intent of this document is to outline the procedures and guidelines adopted by the City of Oak Park regarding the rehabilitation of properties considered obsolete through the Obsolete Property Rehabilitation Act (PA 146 of 2000).

The City of Oak Park’s heritage and culture present the community with a unique opportunity to encourage and support sustainable economic development. The City is committed to working closely with entrepreneurs, business owners and developers to provide a business-friendly climate while meeting the needs of the Oak Park community.

OPRA Facts

This incentive is designed to assist in the redevelopment of older buildings in which the facility is contaminated, blighted, or functionally obsolete. Certificates may be given for eligible projects that take place on an obsolete property and result in a commercial or commercial housing building project.

The community freezes the existing taxable value on a designated facility for no less than 1 year and no more than 12 years. This creates an incentive for the property owner which allows the rehabilitation to be property-tax free, with the exception of school taxes.

Through application materials, applicants must demonstrate that completion of the rehabilitation will lead to increased commercial activity, the creation or retention of jobs, or an increase in residency. It must also be demonstrated by the applicant that “but for” the exemption, the rehabilitation would not occur.

The City of Oak Park, in an ongoing spirit of cooperation and collaboration, expects all applicants to be current in their property tax payments, hold no liens against their property, have no outstanding fines, and be in compliance with all city codes.

The period of time for OPRA certificates is determined by City Council based upon ~~the guidelines contained in this policy~~ extenuating circumstances.

Oak Park City Council retains discretionary power for final determination and is not bound to using the information included in these Guidelines when acting on a request for OPRA Certificates.

The city will forward the application to the State Tax Commission for final approval or disapproval.

Eligible Facilities

A granted exemption covers only the specific project that is the subject of the application.

A facility eligible for OPRA must be a commercial property or a commercial housing property, located within the boundaries of the City of Oak Park, that meet the definition of “blighted” or “functionally obsolete” as defined by the Brownfield Redevelopment Financing Act of 1996.

“Blighted”, as defined by the Brownfield Redevelopment Financing Act of 1996 means that the structure:

- 1) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- 2) Is an attractive nuisance to children because of physical conditions, use, or occupancy.
- 3) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- 4) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- 5) Is a tax reverted property owned by the City of Oak Park, Oakland County, or the State of Michigan.
- 6) The current state of the property makes it unfit for its intended use.
- 7) A building that is “functionally obsolete” is unable to be used for what it was originally intended due to a substantial loss in value. Factors responsible for the loss in value include overcapacity, changes in technology, deficiencies or superadequacies in design or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Application Process

- 1) A written request is made from the applicant to the City regarding the creation of an OPRA District.
- 2) Creation of OPRA District by the City.
- 3) Notice is given by certified mail to property owners within the proposed district.
 - A public hearing is held regarding the proposed district.
 - A resolution to create the OPRA district is ~~adopted~~ **considered** by City Council.
- 4) Application fee of \$650 or 2% of the total amount of taxes abated over the life of the certificate, whichever is lower; and supporting materials are submitted to the City Clerk's office.
 - City Council holds a public hearing for the exemption certificate application.

- City Council takes action on the application within 60 days after receipt by the Clerk.
- Once the application is approved, it is sent to the State Tax Commission, and is acted upon within 60 days (either approved or disapproved).

Revocation

If at any time during the abatement period the terms and conditions are violated, the exemption may be revoked. The abatement holder is required to keep all property taxes current to receive tax abatement. This shall include real and personal property assessed to the abatement holder at all locations within the City of Oak Park. **Property must be maintained and meet the requirements of the City's code of ordinances. If the current holder of the exemption disputes taxes at the tax tribunal the exemption will be revoked.**

Questions?

Contact the Community and Economic Development Department at (248) 691-7404 with further questions regarding OPRA certificates.

Section B – Criteria for Granting OPRA Tax Exemption Certificates

Priority will be given to applicants whose proposed projects can meet or exceed the City's criteria for granting tax abatements. Supporting evidence for any application must demonstrate that:

- 1) There are no outstanding back taxes, fines, or liens owed to the City.
- 2) Upon completion of the project, a Certificate of Occupancy has been obtained.
- 3) The applicant will offer employees a living wage who work on the improvement or expansion of the facility, and to other employees of the applicant working in the workplace or location receiving the abatement.
- 4) The applicant, contactors, sub-contractors and tenants will make a concerted effort to employ residents of the City of Oak Park.
- 5) The project will use context sensitive design in building development with special attention to storm water management and energy efficient design.
- 6) Preferably, new projects represent new economy businesses, green technologies, and/or innovative business models.
- 7) The implementation of a project has not begun prior to the establishment of the Obsolete Property Rehabilitation District and tax abatement approval.
- 8) The applicant is an equal opportunity employer.
- 9) The project is in compliance with the OPRA, City and State Law, as applicable.

- 10) The tax abatement is required for the success of the project. This evidence will be in the form of a written statement addressed to City Council as well as a site plan submitted with application materials.
- 11) Careful consideration will be taken in reviewing and approving tax abatement requests when the total of tax abatement granted in Oak Park reaches or exceeds 5% of taxable value.
- 12) Compliance of the applicant in meeting previous obsolete property rehabilitation requirement, and employment goals and investment projections (if relevant).
- 13) The impacts on public right of way and general circulation patterns.
- 14) General site improvements such as paving, parking areas, increases in landscaping ground vegetation, and signage improvements.
- 15) The value of the rehabilitation must include improvements aggregating 10% or more of the true cash value of the property at the commencement of the rehabilitation of the obsolete property.
- 16) The impact on property values in the general area of the project.
- 17) In determining the number of years to grant an exemption, Council will consider the amount of the total investment in the project and the number of years to complete the project.
- 18) Other considerations considered unique or of benefit to the Oak Park community.

Applications will further be considered in light of the following general economic development/redevelopment goals of the City of Oak Park:

1. Promoting the growth and expansion of existing businesses and the growth and development of local entrepreneurs.
2. Encouraging the adaptive reuse of historic and underutilized buildings including properties that are currently tax exempt, and supporting Brownfield cleanup and redevelopment.
3. Attracting businesses that diversify the city's commercial and industrial base and contribute to the economic and social well-being of the community.
4. Supporting and attracting businesses that further develop the local workforce by increasing the personal income of residents, diversifying the job base, and creating new jobs.

5. Promoting energy efficiency in building renovations and rebuilds.
6. Continuously improving the quality of life in Oak Park.

Section C - Duration of Obsolete Property Rehabilitation Exemption Certificate

After review, the City shall determine the eligibility of the application. If the applicant is eligible, the City Assessor and/Community & Economic Development Director shall recommend to Council the duration of the Obsolete Property Rehabilitation Exemption Certificate based on the following:

Personal Property:

1. The amount of investment and a thorough analysis of the life expectancy and/or the State Tax Commission's Standard Depreciation Schedule of the personal property.
2. An additional one (1) year may be granted for every five (5) years that the firm has been located within the City of Oak Park.
3. An additional one (1) year may be granted for every twenty-five (25) employees hired as a result of the project.

Certificates shall not be issued for a term longer than an existing lease on the real property.

Certificates shall not be issued for a term longer than twelve (12) years.

Real Property:

1. New real property investments may receive a (6) year certificate for an initial investment of \$500,000.
2. An additional one (1) year may be granted for every five (5) years that the firm has been located within the City of Oak Park.
3. An additional one (1) year may be granted for every twenty-five (25) employees hired as a result of the project.
4. An additional one (1) year may be granted for every \$250,000 of investment over the initial minimum investment of \$250,000.

Any portion of the procedures and guidelines outlined may be waived by the City Council if it is in the best interest of the City and in accordance with State law. The City of Oak Park also reserves the right to consider additional goals and criteria that are consistent with the interests of the City.

Section D – OPRA Tax Exemption Certificates Applicant Checklist of Documents and Attachments

Four copies of each of the following materials should be submitted to the City:

1. Statement of interest regarding creation of an OPRA district.
2. Complete OPRA application submitted to City Clerk's Office with required filing fee.

3. A complete list of renovation costs.
4. A detailed statement outlining why OPRA is needed for the project. The statement should address the project in relation to the City criteria for granting OPRA certificates and economic development goals (found in these Guidelines), as well as why you feel that the project is eligible for this exemption.
5. A site plan for the proposed project (if applicable).

It is the burden of the applicant to provide sufficient materials to support an application. The City of Oak Park holds no responsibility in the submission of an application or supporting materials. Incomplete applications will not be considered.

Roll Call Vote:	Yes:	McClellan, Burns, Levine, Speech, Seligson
	No:	None

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

The Special Meeting adjourned at 6:50 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
35th OAK PARK CITY COUNCIL
August 17, 2015
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Mayor Pro Tem Levine, Council Member Burns, Council Member Seligson, and Council Member Speech

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris

APPROVAL OF AGENDA:

**CM-08-309-15 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS SUBMITTED
- APPROVED**

Motion by Burns, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the agenda as submitted.

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-08-310-15 (AGENDA ITEM #5A-K) CONSENT AGENDA - APPROVED

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

- A. Special Council Meeting Minutes of August 3, 2015 **CM-08-311-15**
- B. Regular Council Meeting Minutes of August 3, 2015 **CM-08-312-15**
- C. Board of Review Meeting Minutes of July 21, 2015 **CM-08-313-15**
- D. Planning Commission Meeting Minutes of May 11, 2015 **CM-08-314-15**
- E. Library Board Meeting Minutes of June 16 and July 21, 2015 **CM-08-315-15**
- F. Authorization for the Public Works Department to participate in the Macomb County Contract Bid for the purchase of an unmarked police vehicle and the MIDEAL Contract Bid for the purchase of a marked police vehicle **CM-08-316-15**
- G. Request to advertise for bids for the 2015 Miscellaneous Concrete Project, M-621 **CM-08-317-15**
- H. Payment Application No.22 (final) for the 2011 City Hall/Public Safety Building Construction Project, M-558 to Frank Rewold & Sons, Inc. in the amount of \$11,836.74 **CM-08-318-15**
- I. Payment Application No. 4 (final) for the 2013 Street Resurfacing Project, M-556 to Pro-Line Asphalt Paving Corp. in the amount of \$2,000.00 **CM-08-319-15**

- J. Payment Application No. 1 for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606 to Troelsen Excavating in the amount of \$281,291.69 **CM-08-320-15**
- K. Licenses - New and Renewals as submitted for August 17, 2015 **CM-08-321-15**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
NEW GRACE SPINAL REHABILITATION CTR	12706 NINE MILE	150.00
STEP OFF DANCE STUDIO	25250 GREENFIELD	150.00
OAK PARK CENTER FOR PHYSICAL CENTER	12702 NINE MILE	150.00
CAR STOP AUTOMOTIVE INC	21000 COOLIDGE	150.00

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(**AGENDA ITEM #7A**) Mayor McClellan presented a proclamation honoring long-time resident Judge Shlomo "Sol" Sperka. Ruthanne Okun, Director of the Michigan Employment Relations Commission, received the proclamation on behalf of his family.

PUBLIC HEARINGS:

Mayor McClellan opened the public hearing on the approval of an application by Loop on Greenfield for an Obsolete Property Rehabilitation Certificate for parcels 52-25-19-326-017 and 52-25-19-301-012, otherwise known as Providence Green Apartments at 7:10 p.m. Kevin Kovachevich spoke about the development and confirmed that the property has been purchased and renovations have begun. Jim Head, 15307 Northgate, expressed concerns regarding the rent charged for an apartment and also sidewalk repairs near the apartments. The public hearing closed at 7:15 p.m.

CM-08-322-15 (AGENDA ITEM #8A) RESOLUTION APPROVING AN APPLICATION BY LOOP ON GREENFIELD FOR AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE FOR PARCELS 52-25-19-326-017 AND 52-25-19-301-012, OTHERWISE KNOWN AS PROVIDENCE GREEN APARTMENTS - APPROVED

Motion by Seligson, seconded by Burns, **CARRIED UNANIMOUSLY**, to adopt the following resolution approving an application by Loop on Greenfield for an Obsolete Property Rehabilitation Certificate for parcels 52-25-19-326-017 and 52-25-19-301-012, otherwise known as Providence Green Apartments:

RESOLUTION APPROVING OBSOLETE PROPERTY REHABILITATION ACT APPLICATION FOR LOOP OF GREENFIELD LLC FOR PROPERTY LOCATED AT: 15205-15423 NORTHGATE AND 25430-25840 LINCOLN TERRACE (A.K.A. 25500 GREENFIELD ROAD) OAK PARK, MI

WHEREAS, pursuant to PA 146 of 2000, as amended, the city council of the City of Oak Park is a Qualified Local Governmental Unit eligible to establish one or more OPRA Districts; and

WHEREAS, the City Council of the City of Oak Park legally established OPRA District on July 20, 2015, pursuant to a public hearing held on July 20, 2015; and

WHEREAS, the taxable value of this exemption plus the aggregate taxable value of property already exempt does not exceed 5% of the total taxable value of the City of Oak Park; and

WHEREAS, the applicant Loop on Greenfield LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the applicant Loop on Greenfield LLC has provided all required items listed under the application instructions to the City of Oak Park; and

WHEREAS, the application is for obsolete property as defined in Section 2(h) of PA 146 of 2000, as amended; and

WHEREAS, the rehabilitation of this facility, as covered by this exemption, had not begun prior to July 20, 2015, the date the OPRA District, Oak Park Obsolete Property Rehabilitation District No. 1. was established; and

WHEREAS, the application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility within the meaning of PA 146 of 2000, as amended, situated within an OPRA District; and

WHEREAS, completion of the rehabilitation facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, to create employment, to retain employment, and to revitalize an urban area; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(1) of PA 146 of 2000, as amended; and

WHEREAS, the application was approved at a public hearing on August 17, 2015, as provided by Section 4(2) of PA 146 of 2000, as amended, allowing a period of 29 months for completion of the rehabilitation.

NOW THEREFORE, be it resolved by the City Council of the City of Oak Park that Loop on Greenfield LLC Be and hereby is granted an Obsolete Property Rehabilitation Act exemption for the Property located in Obsolete Property Rehabilitation District, Oak Park Obsolete Property Rehabilitation District No. 1., at 15205-15423 Northgate and 25430-25840 Lincoln Terrace (a.k.a. 25500 Greenfield Road) Oak Park, MI, for a period of 12 years, beginning December 31, 2015, and ending December 30, 2027, pursuant to the provisions of PA 146 of 2000, as amended.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

SPECIAL LICENSES:

**CM-08-323-15 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST –
 CONDON BLOCK PARTY - APPROVED**

Motion by Levine, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following Special Event request and waiver of application fee subject to all departmental approvals:

Name	Address	Event	Fee
Condon Block Party Marcina Cole	23530 Condon Oak Park MI 48237	Block Party September 5, 2015	App Fee, waived

Voice Vote: Yes: Seligson, Burns, Levine, McClellan, Speech
 No: None

MOTION DECLARED ADOPTED

**CM-08-324-15 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST –
 FERNDALE AREA CROP HUNGER WALK - APPROVED**

Motion by Levine, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the following Special Event request and waiver of application fee subject to all departmental approvals:

Name	Address	Event	Fee
Ferndale Area Crop Hunger Walk	23441 Meadowlark Oak Park MI 48237	Fundraising walk September 27, 2015	App Fee, waived

Voice Vote: Yes: Seligson, Burns, Levine, McClellan, Speech
 No: None

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

**CM-08-325-15 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF AN INVOICE
 AS SUBMITTED BY GARAN, LUCOW, MILLER P.C., FOR LEGAL
 SERVICES IN THE TOTAL AMOUNT OF \$11,978.25 - APPROVED**

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice # 442037 as submitted by Garan, Lucow, Miller P.C., for legal services in the total amount of \$11,978.25.

Roll Call Vote: Yes: McClellan, Burns, Levine, Speech, Seligson
 No: None

MOTION DECLARED ADOPTED

BIDS:

**CM-08-326-15 (AGENDA ITEM #12A) BID AWARD FOR THE FOR THE 2015
 BLOCK PRUNING PROJECT, M-636 TO OWENS TREE SERVICE,
 INC. OF ATTICA, MI FOR THE TOTAL AMOUNT OF \$49,968.00
 - APPROVED**

Motion by Speech, seconded by Levine, CARRIED UNANIMOUSLY, to award the bid for the 2015 Block Pruning Project, M-636 to Owens Tree Service, Inc. of Attica, MI for the total amount of \$49,968.00.

Roll Call Vote: Yes: McClellan, Burns, Levine, Speech, Seligson
 No: None

MOTION DECLARED ADOPTED

Assistant City Manager Yee reported that at the July 6, 2015 regular meeting of the Oak Park City Council, the request to bid the 2015 Block Pruning Project, M-636 was approved (CM-07-257-15). The project was advertised and eleven (11) contractors viewed the documents. On August 10, 2015, two (2) bids were received and opened. The low bidder, Owens Tree Service, Inc. of Attica, MI, submitted a bid of \$48.00 per tree. References were checked, and Owens has also performed Block Pruning in the past for the City to the satisfaction of City personnel. The project will service 1,041 trees throughout the City and funding is available in the Major and Local Street Funds.

CM-08-327-15 (AGENDA ITEM #12B) BID AWARD FOR THE 2015 SEWER LINING PROJECT, M-623 TO INSITUFORM TECHNOLOGIES OF CHESTERFIELD, MO, FOR THE TOTAL AMOUNT OF \$280,791.80 - APPROVED

Motion by Speech, seconded by Seligson, CARRIED UNANIMOUSLY, to award the bid for the 2015 Sewer Lining Project, M-623 to Insituform Technologies of Chesterfield, MO, for the total amount of \$280,791.80.

Roll Call Vote: Yes: McClellan, Burns, Levine, Speech, Seligson
 No: None

MOTION DECLARED ADOPTED

Mr. Yee reported that this project was advertised and twenty one (21) contractors viewed the documents. On August 4, 2015, four (4) bids were received and opened. The low bidder, Insituform Technologies of Chesterfield, MO, submitted a bid of \$280,791.80. Insituform Technologies has performed sewer lining for the City in the past to the satisfaction of City personnel.

ORDINANCES:

CM-08-328-15 (AGENDA ITEM #13A) FIRST READING OF AN ORDINANCE THAT AMENDS ARTICLE III, BOARDS AND COMMISSIONS, CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING DIVISION 6, CABLE TELEVISION ADVISORY COMMISSION THEREOF, THEREBY CHANGING THE DUTIES OF THE COMMISSION - APPROVED

Motion by Speech, Seconded by Seligson, CARRIED UNANIMOUSLY, to approve the First Reading of the following ordinance that amends Article III, Boards and Commissions, Chapter 2, Administration, of The Code of Ordinances of the City of Oak Park by amending Division 6, Cable Television Advisory Commission thereof, thereby changing the duties of the Commission:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE III, BOARDS AND COMMISSIONS, CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING DIVISION 6, CABLE TELEVISION ADVISORY COMMISSION THEREOF, THEREBY CHANGING THE DUTIES OF THE SAID COMMISSION.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Division 6, Cable Television Advisory Commission, of Article III, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 2-330. Functions.

The function of the commission shall be as follows:

- (1) Provide city council with policy recommendations that strengthen the positive perception of Oak Park municipal government and the City of Oak Park as a place to live, work and shop.
- (2) Meet with groups and/or individuals who can offer suggestions, program content, or assist in other ways to improve communications and enhance efforts to engage with the community.
- (3) Advise city council on issues relative to municipal services, community events and community development as researched and learned through: television, cable and radio media; social media and the internet; print media; and public relations.
- (4) Advise city council on the matters outlined in this section and other related matters as requested.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

This ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

CM-08-329-15 (AGENDA ITEM #13B) FIRST READING OF AN ORDINANCE THAT AMENDS APPENDIX A-ZONING, ARTICLE III AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 33 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO RM-1, MULTI-FAMILY RESIDENTIAL DISTRICT - APPROVED

Motion by Burns, Seconded by Seligson, CARRIED UNANIMOUSLY, to approve the First Reading of the following ordinance that amends Appendix A-Zoning, Article III and The

Official Zoning Map contained therein, being part of the Code of Ordinances of the City of Oak Park, Michigan, by changing the use district of certain parcels of land in Section 33 and currently Zoned R-1, One Family Dwelling District to RM-1, Multi-Family Residential District:

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND APPENDIX A-ZONING, ARTICLE III, AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 33 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO RM-1, MULTI-FAMILY RESIDENTIAL DISTRICT.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. The Code of Ordinances of the City of Oak Park is hereby amended by changing the use district of the following described parcel of land in Section 33 and currently zoned R-1, One-Family Dwelling District, according to the City's Official Zoning District Map, Appendix-A Zoning, Article III, to RM-1, Multi-Family Residential District:

A Parcel of Land Located In Part Of The N.W. 1/4 Of Section 33, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, Being More Particularly Described As:

Beginning at a point on a line 25 feet west of the east line of Republic Avenue, said point being S. 87°45'09" E. 1279.87 feet along the north line of said Section 33 and S. 00°54'09" E. 613.16 feet along said line from the N.W. corner of said Section 33; thence S. 00°54'09" E. 664.60 feet; thence along the north line of Leroy Street (width varies) S. 88°01'31" W. 609.90 feet; thence along the east line of "Ferndale-Wyoming Subdivision" as recorded in liber 86 of plats, page 17, Oakland County records N. 00°56'00' W. 364.78 feet; thence N. 88°02'31" E. 380.10 feet; thence N. 00°54'09" W. 300.00 feet; thence along the south line of Saratoga Street (60 feet wide) N. 88°02'31" E. 230.00 feet to the point of beginning, containing 291,411 square feet or 6.69 acres of land.

Common address: 22001 Republic Avenue

Property Identification Number: 52-25-33-107-001

SECTION 2. It is hereby ordered that the Official Zoning District Map of the City of Oak Park, as herein amended, be incorporated with this ordinance and be considered a part hereof and be published in connection herewith.

SECTION 3. It is further ordered that from and after the effective date of this ordinance, the above described parcel of land shall be in the RM-1, Multi-Family Residential District, and be subject to the regulations pertaining to such a district.

SECTION 4. Conflicting Provisions Repealed

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

SECTION 5. Severability

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

SECTION 6. Effective Date

This ordinance shall be effective thirty (30) days from the date of adoption and shall be published as required by the Charter of the City of Oak Park.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

CITY ATTORNEY REPORT: None

CITY MANAGER:

Community and Economic Development

**CM-08-330-15 (AGENDA ITEM #15A) FACADE IMPROVEMENT GRANT TO
ROBERT MIREK, 8104 W. NINE MILE ROAD, IN THE AMOUNT OF
\$2,484.42 - APPROVED**

Motion by Burns, seconded by Levine, CARRIED UNANIMOUSLY, to approve a Facade Improvement Grant to Robert Mirek, 8104 W. Nine Mile Road, in the amount of \$2,484.42.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

**CM-08-331-15 (AGENDA ITEM #15B) FINAL SITE PLAN SUBJECT TO THE NOTED
CONDITIONS AS RECOMMENDED BY THE PLANNING
COMMISSION FOR COMMUNITY HOUSING NETWORK, 22001
REPUBLIC AVENUE AS AMENDED - APPROVED**

Motion by Seligson, seconded by Burns, CARRIED UNANIMOUSLY, to approve the final site plan subject to the following conditions as recommended by the Planning Commission for Community Housing Network, 22001 Republic Avenue:

- 1) Plans for the proposed storm water management system will need to be reviewed and approved by the Engineering Division as part of a Land Improvement permit.
- 2) Applicant to submit dumpster enclosure detail as required in Section 1716.
- 3) All proposed roof top or ground level mechanical equipment must be screened as required in Section 1716.

- 4) Any proposed outdoor lighting should be designed or shielded so it does not create a nuisance to adjacent properties or vehicular traffic.
- 5) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.
- (6) Zoning Ordinance amendment to RM-1 District pertaining to the project must be adopted.**

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

**CM-08-332-15 MOTION TO INCLUDE THE ADOPTION OF THE ZONING
 AMENDMENT AS A CONDITION OF THE SITE PLAN APPROVAL
 - APPROVED**

Motion by Levine, seconded by Speech, CARRIED UNANIMOUSLY, to amend the motion to include the adoption of the zoning amendment changing the use district of certain parcels of land in Section 33 currently Zoned R-1 to One Family Dwelling District to RM-1, Multi-Family Residential District as a condition of the site plan approval.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
 No: None

MOTION DECLARED ADOPTED

Community and Economic Development Manager Marrone reported that at the August 10, 2015 meeting, the Planning Commission reviewed a Site Plan for Community Housing Network, 22001 Republic Avenue, to construct a 60 unit multi-family development which would consist of 40 newly constructed townhomes along with 20 renovated apartments within the now vacant Thomas Jefferson School at 22001 Republic Avenue. The Planning Commission voted to recommend to the City Council approval of the Final Site Plan with conditions.

(AGENDA ITEM #15C) Summerfest Update. Ms. Marrone provided an update on the successful Summerfest event held on August 8 and 9 in Shepherd Park. She reported highlights that included attendance numbers estimated between 7,000 and 8,000 and receipt of over \$7,800 in sponsorship revenue. She thanked the many volunteers who made the event possible.

Library

(AGENDA ITEM #15D) Report on Friends of the Library fundraising projects. Library Director Bowman reported that Friends of the Library was formed in 1958 and has donated over \$15,000 in support of programming in the Library. This year they have donated over \$2,500 in support of the reading program where 2,696 individuals participated in 28 programs. He also reported that 501C3 status has been obtained which allows for greater grant writing opportunities and potential support for the Library. The next big fundraiser will be the annual book sale to be held October 22-26, 2015. He also announced that a Kroger awards program is now available for support of the Friends of the Library.

Administration

**CM-08-333-15 (AGENDA ITEM #15E) RESOLUTION AUTHORIZING THE
ISSUANCE OF REFUNDING BONDS NOT TO EXCEED \$9,500,000.00
- APPROVED**

Motion by Seligson, seconded by Levine, CARRIED UNANIMOUSLY, to approve a resolution authorizing the issuance of Refunding Bonds not to exceed \$9,500,000.00.

Roll Call Vote: Yes: Burns, Levine, McClellan, Seligson, Speech
No: None

MOTION DECLARED ADOPTED

City Manager Tungate introduced Paul Wyzgoski from Dickinson Wright PLLC who summarized the proposal to refinance the City's 2006 Street Improvement Bonds. The initiative would replace current debt with new debt at a lower rate and would allow for taxpayer savings over the life of the bonds.

CALL TO THE AUDIENCE:

Jim Head, 15307 Northgate, #21, requested consideration for new handicap signs and discussed concerns regarding fracking.

Steve Gold, 15000 Leslie, expressed concerns about handicap parking at Summerfest and commended the Public Safety Department.

Zena Attisha, Sahara Restaurant, 24770 Coolidge, indicated the State has approved their Class C liquor License and that she appreciates how the city is moving forward.

Shirley Young, 10301 Dartmouth, expressed concerns about rust on her clothes that may be due to the flushing of fire hydrants and requested a schedule of that activity from the city.

Aaron Tobin, Balfour, expressed concerns about the Jefferson Oaks development and reinforced the desire for green space.

Nadine Corey, 8550 Saratoga, expressed concerns about the Jefferson Oaks development especially with respect to traffic and green space.

Council Member Speech explained to the audience the City's position regarding the Jefferson Oaks development and emphasized that the city had no control over the sale of the property.

CALL TO THE COUNCIL:

Mayor Pro Tem Levine thanked all volunteers and encouraged residents to apply to be on a board or commission.

Council Member Speech also encouraged participation, especially family and friends to consider participation on a city board or commission. Please be mindful of neighbors and those in need during the hot days.

Council Member Burns thanked those persons who attended the meeting and commended everyone who attended and assisted with Summerfest. She also requested that everyone pay attention to seniors and also pets during the hot weather.

Council Member Seligson, wished everyone a good night.

Mayor McClellan recognized City Manager Tungate who reminded everyone that the Community Center becomes a “Cooling Center” when outside temperatures reach 95 degrees. She also thanked everyone who helped with Summerfest.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:28 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
JULY 28, 2015
MEETING MINUTES**

The meeting was called to order at 7:34 p.m. by Chairperson Landau in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237 and Roll Call was made.

PRESENT: Chairperson Landau, Vice Chairperson Huston, Members Barton and Blumenkopf

ABSENT: Members Peiss and Radner

OTHERS PRESENT: City Planner Kevin Rulkowski

Chairman Landau stated that a quorum was present and in addition, that in order to approve a variance there has to be four affirmative votes.

APPROVAL OF ZONING BOARD MINUTES OF APRIL 28, 2015

MOTION BY BARTON, SECONDED BY BLUMENKOPF, CARRIED UNANIMOUSLY, to approve the meeting minutes of April 28, 2015.

Vote: Yes: Members Barton, Blumenkopf, Huston, and Chair Landau
No: None

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

CASE NO. 15-04: Pay Beny, Inc., 21380 Greenfield, has made a request for an additional 30 days to circulate a petition to allow for a pawnshop.

APPLICANT:

Pay Beny, Inc.
21380 Greenfield
Oak Park, Michigan

PROPERTY:

same

STAFF RECOMMENDATION:

City Planner Rulkowski reported Pay Beny Inc., 21380 Greenfield, has made an appeal to the Zoning Board of Appeals for a waiver from the provisions in the Zoning Ordinance, Article XIX that prohibits a pawnbroker or pawnshop use to be located within a specified area that contains over 30% residential uses. The ZBA can grant a waiver from the prohibition if the applicant presents a petition signed by 51 percent of the residents residing within a radius of 1,000 feet of the location of the proposed use.

The applicant has been circulating a petition, prepared by the City Attorney's office as part of the requirement for a waiver, during the last month. The Rules and Regulations adopted by the Zoning Board of Appeals on November 24, 1992 for these types of petitions state:

"If more than 30 days is needed to complete the circulation of the petitions, the Board of Zoning Appeals may grant an additional 30 days upon request of the appellant."

The applicant is requesting an additional thirty days. The recommendation of the Planning Division is to grant the petition circulation extension request.

Steven Wallace was present on behalf of the applicant and explained the delay in circulating the petition is due to his client's health.

MOTION BY HUSTON, SECONDED BY BARTON, CARRIED UNANIMOUSLY: based on the information presented in the Planning Division Report, and additional findings of fact discussed during the review of case # 15-04, to grant the request of Pay Beny, Inc., 21380 Greenfield, for an extension of 30 additional days to circulate a petition seeking signatures of 51% of the residents residing within a radius of 1,000 feet of the location of the proposed use.

Roll Call Vote:

Vote: Yes: Members Barton, Blumenkopf, Huston, and Chair Landau
No: None

MOTION DECLARED ADOPTED

ADJOURNMENT

Chairman Landau announced that there was no further business for the Board and adjourned the meeting at 7:43 p.m.

Cherilynn Brown, Deputy City Clerk/Director of Elections



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Request to cancel the September 16, 2015 Arts & Cultural Commission meeting.

DEPARTMENT: Community and Economic Development, Planning Division

SUMMARY: The Community & Economic Development manager requests that the city council approve the Arts & Cultural Commission to cancel their September 16, 2015 meeting. The Arts & Cultural Commission members are planning to meet offsite to celebrate this years' Summerfest success at a thank you dinner for volunteers.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: The City Council approve the request of the Arts & Cultural Commission to cancel the September 16, 2015 Arts & Cultural Commission meeting.

APPROVALS:

City Manager: _____

Director: *Kym Manore*

Finance Director: _____

EXHIBITS: None.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 8, 2015**AGENDA #**

SUBJECT: Request to reschedule the September 22, 2015 Zoning Board of Appeals regular meeting to September 30, 2015.

DEPARTMENT: Community & Economic Development, Planning Division

SUMMARY: The Chairperson of the Zoning Board of Appeals is requesting the September 22, 2015 Zoning Board of Appeals regular meeting be rescheduled to September 30, 2015. The request is being made due to an anticipated lack of quorum.

RECOMMENDED ACTION: The City Council consider accepting the request of the Chairperson of the Zoning Board of Appeals and reschedule the September 22, 2015 regular meeting to September 30, 2015.

APPROVALS:

City Manager: _____

Director: *Karin Mansone*

Finance Director: _____

EXHIBITS:



OAK PARK PUBLIC SAFETY July 2015 ACTIVITY SUMMARY



OPERATIONS:

- Calls for Service
 -2014 Total: 14,922
 -July 2014: 1,326
 -2014 YTD: 8,742
 -July 2015: 1,372
 -2015 YTD: 8,664
-
- Arrests: 117
 -Vacation/Property Checks: 6
 -Non-Criminal Fingerprints: 4
 -PBT's: 67
 -Vehicles Impounded: 24
 -Traffic Stops: 653
 -Time on Traffic Stops: 89.34 hours

INVESTIGATIONS:

- Cases Assigned - 53
 Adult / 45
 Juvenile / 8
 Warrants Obtained: 14
 See attached report "RMS-008"
 for July crime summary

Records Bureau:

- Animal Licenses: 24
 Alarm Permits: 11
 License to Purchase Handgun/ Gun Registrations: 21
 FOIA / RFI / Discovery Requests: 133
 Calls Received at Dispatch: 4,788

REPORTED FIRES: 9 (2 structural, 0 vehicle, 7 other)

NON-FIRE INCIDENTS: 13

(includes false fire alarms)

FIRE SAFETY INSPECTIONS: 39



COMMUNITY POLICING

- Two Block Club Meeting.
 Oak Park Bike Rodeo.
 Oak Park Block Club Groups Picnic Meeting.
 Oak Park Independence Day Parade.

CITATIONS ISSUED: 549

HAZARDOUS	189	34%
NON - HAZARDOUS	243	44%
PARKING	41	8%
ORDINANCE VIOLATION	76	14%

NOTES: Training: Medical First Responder training for new officer's , Medical First Responder Training (Department-Wide). Officer Batora Drug Interdiction Training.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Request Authorization to pay for BS&A Annual Support Contract 2015-2016 for the entire City of Oak Park.

-

DEPARTMENT: Information Technology

SUMMARY: Pay for BS&A Software Support Contract for the period 8/1/15-8/1/16 in the amount of \$29,161.00.

FINANCIAL STATEMENT: This amount is covered in the budget under the Information Technology/Assessing budget.

RECOMMENDED ACTION: It is recommended that City Council approve the City to pay BS&A for the Software Support Contract in the amount of \$29,161.00. Funding is available in the Information Technology Department (101-12-258-930 \$24,010) and Assessing Department (101-15-201-801 \$5,151).

APPROVALS:

City Manager:

Director of IT:

Director of Finance: _____

EXHIBITS: Proposal



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 1

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900

Fax: 517-641-8960

Bill To:
 CITY OF OAK PARK
 13600 OAK PARK BLVD
 OAK PARK, MI 48237
 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	General Ledger Web Portal System- annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016. Option with IS-AMG.	1,170.00	1,170.00 ✓
1.00	Employee Web Portal System- annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016.	1,950.00	1,950.00 ✓
1.00	Access My Gov - On-Line Services for Building - Annual	4,530.00	4,530.00 ✓

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL DUE	Continued

Check/Credit Memo No:



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 2

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900
 Fax: 517-641-8960

Bill to:
CITY OF OAK PARK 13600 OAK PARK BLVD OAK PARK, MI 48237 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Service/Support Fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	5,151.00	5,151.00
1.00	Access My Gov - Internet Services - Annual Service/Support Fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016		
1.00	Accounts Payable System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,510.00	1,510.00 ✓
1.00	Business License System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,240.00	1,240.00 ✓

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL DUE	Continued

Check/Credit Memo No:



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 3

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900
 Fax: 517-641-8960

Bill to:
 CITY OF OAK PARK
 13600 OAK PARK BLVD
 OAK PARK, MI 48237
 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Cash Receipting System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,510.00	1,510.00 ✓
1.00	General Ledger/Budgeting System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,780.00	1,780.00 ✓

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL DUE	Continued

Check/Credit Memo No:



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 4

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900
 Fax: 517-641-8960

Bill To
 CITY OF OAK PARK
 13600 OAK PARK BLVD
 OAK PARK, MI 48237
 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Human Resource System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,780.00	1,780.00 ✓
1.00	Miscellaneous Receivables System- annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,510.00	1,510.00 ✓

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL DUE	Continued

Check/Credit Memo No:



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 5

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900
 Fax: 517-641-8960

Bill To:
CITY OF OAK PARK 13600 OAK PARK BLVD OAK PARK, MI 48237 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Payroll System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	1,950.00	1,950.00 ✓
1.00	Time Sheets System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August	1,080.00	1,080.00 ✓

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL DUE	Continued

Check/Credit Memo No:



INVOICE

Invoice Number: 103149
 Invoice Date: Aug 1, 2015
 Page: 6

14965 Abbey Lane
 Bath, MI 48808

Voice: 517-641-8900
 Fax: 517-641-8960

Bill To
CITY OF OAK PARK 13600 OAK PARK BLVD OAK PARK, MI 48237 OAKLAND

Customer ID	Customer PO	Payment Terms	
OAKPCTYOAKL		Net 30 Days	
Account Rep	Shipping Method	Ship Date	Due Date
House	Regular billing		8/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Utility Billing System - annual service/support fee per contract for the coverage dates of August 1st, 2015-August 1st, 2016	4,000.00	4,000.00 ✓

Subtotal	29,161.00
Sales Tax	
Total Invoice Amount	29,161.00
Payment/Credit Applied	
TOTAL DUE	29,161.00

Check/Credit Memo No:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Beautification Advisory Commission resolution and recommendation for nominees for year 2015 Beautification Awards.

DEPARTMENT: Public Works

SUMMARY: The Beautification Advisory Commission has recommended to City Council that 62 homes and businesses receive Beautification Awards this year. The award is for recognition of outstanding service to the City of Oak Park in the area of aesthetic care and beautification.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council adopt the resolution expressing the City of Oak Park's gratitude and appreciation. It is further recommended that City Council approve the nominations for award recipients for their contribution to the beauty of the City of Oak Park.

APPROVALS:

City Manager: _____

Director of Public Works: _____

EXHIBITS: Attached Resolution, List of Award Nominees

Resolution

The following Resolution was passed by the City Council of the City of Oak Park, Michigan, upon the recommendation of the Beautification Advisory Commission, at the Regular City Council Meeting on September 8, 2015.

WHEREAS, *The Mayor and City Council of the City of Oak Park wish to express, on behalf of the City, their appreciation to*

In recognition of outstanding service to the community in the area of aesthetic care and beautification; and

WHEREAS, *the above named has at all times furthered those ideals that contribute to a better community.*

NOW, THEREFORE, BE IT RESOLVED *that the Mayor and City Council, being the duly elected voice of the people of Oak Park, express the City's appreciation and recognition for services performed; and*

BE IT FURTHER RESOLVED *that a copy of this resolution be presented to the above named, that it may serve as a lasting expression of the City's gratitude and appreciation of their contribution to the beauty of the City of Oak Park, Michigan.*

Marian McClellan, Mayor

Paul Levine, Mayor Pro Tem

Michael M. Seligson

Carolyn Burns

Kiesha Speech

2015 NOMINATION AWARD WINNERS			
	Section	Address	Yes
1	1	13670 HART	X
2	1	26250 RAINE	X
3	1	26170 RAINE	X
4	1	25940 RAINE	X
5	1	26031 MARLOWE PL	X
6	1	14000 ELGIN	X
7	1	13681 TALBOT	X
8	2	14581 SHERWOOD CT.	X
9	2	14170 LUDLOW PL	X
10	2	25501 COLLEEN	X
11	2	14510 VERNON	X
12	2	14130 WINCHESTER	X
13	2	14260 VERNON	X
14	2	14441 VERNON	X
15	3	24710 KENOSHA	X
16	4	23500 PARKLAWN	X
17	4	23111 HARDING	X
18	4	15300 ROSEMARY	X
19	4	15225 ROSEMARY	X
20	4	15230 ROSEMARY BLVD	X
21	4	23411 WILDWOOD	X
22	4	13600 KENWOOD - OAK PARK MANOR	X
23	4	23001 GARDNER (DUPLEX)	X
24	4	23011 GARDNER (DUPLEX)	X
25	4	23001 SUSSEX	X
26	5	21620 STRATFORD CT.	X
27	5	21800 CHURCH	X
28	5	21821 CHURCH	X
29	5	21841 CHURCH	X
30	5	21120 KENOSHA	X
31	5	23130 BEVERLY	X

2015 NOMINATION AWARD WINNERS			
	Section	Address	Yes
32	5	21410 KIPLING	X
33	5	21611 KIPLING	X
34	5	21630 KIPLING	X
35	5	21631 KIPLING	X
36	5	21640 KIPLING	X
37	5	21660 KIPLING	X
38	5	22011 RIDGEDALE	X
39	5	14200 NORTHEND	X
40	6	10811 W. 10 MILE RD	X
41	6	24290 BLACKSTONE	X
42	6	24260 EASTWOOD	X
43	6	13011 BURTON	X
44	6	24200 ONEIDA	X
45	6	12730 NORTHFIELD BLVD	X
46	6	12901 NORTHFIELD BLVD	X
47	6	12941 NORTHFIELD BLVD	X
48	6	13001 NORTHFIELD BLVD	X
49	6	24001 SCOTIA	X
50	6	23455 MANISTEE	X
51	6	24731 MANISTEE	X
52	6	23251 MAJESTIC	X
53	6	24040 SENECA	X
54	6	24610 SENECA	X
55	7	8501 YALE	X
56	7	8469 YALE	X
57	8	13510 ROSEMARY	X
58	8	13530 ROSEMARY	X
59	8	23590 MANISTEE	X
60	8	23030 ROSEWOOD	X
61	9	8701 TROY	X
62	9	8570 SARATOGA	X



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015 **AGENDA #**

SUBJECT: Payment requests from Professional Service Industries, Inc. (PSI) for material testing on the water main and sewer construction projects.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: Attached is invoice 382866 from Professional Service Industries, Inc. (PSI) for material testing on the water main and sewer construction projects. The amount due on this invoice is \$4,535.00.

RECOMMENDED ACTION: It is recommended that the invoice from PSI for material testing on the water main and sewer construction projects be approved for the total amount of \$4,535.00. Funding is available in the Water & Sewer Fund No. 592-18-550-930.

APPROVALS:

City Manager: _____

Department Director: *KJY* _____

Finance Director: _____

EXHIBITS: Invoice



Engineering • Consulting • Testing

Professional Service Industries, Inc.

www.psiusa.com

TROY CS/GEO BRANCH
TROY, MI 48083
(248) 528-1655

Federal ID 37-0962090

ATTN: Jennifer Wilson
CITY OF OAK PARK
OAK PARK
OAK PARK MI 48083
USA

REVIEW DATE: 8-24-15
ACCOUNT NUMBER:
592-18-550-930
APPROVED: [Signature]
FOR PAYMENT

CITY OF OAK PARK
OAK PARK
OAK PARK MI 48083

Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
1111023	154969	0402653	07/31/15	00382866	0001

Project: OAK PARK TESTING 2015

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/01/15	0402653-2	AG, #200 WASH/DRY SIEVE (EA)	1.00	65.00	65.00
07/01/15	0402653-2	SO, M-D RELATION MOD (EA)	1.00	165.00	165.00
07/06/15	0402653-3	AG, #200 WASH/DRY SIEVE (EA)	1.00	65.00	65.00
07/06/15	0402653-3	SO, M-D RELATION MOD (EA)	1.00	165.00	165.00
07/13/15	0402653-4	TECHNICIAN (DAY)	1.00	400.00	400.00
07/14/15	0402653-6	TECHNICIAN (DAY)	1.00	400.00	400.00
07/15/15	0402653-6	TECHNICIAN (DAY)	1.00	400.00	400.00
07/16/15	0402653-7	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/17/15	0402653-8	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/18/15	0402653-9	TECHNICIAN OT (HR) SATURDAY	9.00	75.00	675.00
07/20/15	0402653-10	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1111023	00382866	0402653	

Professional Service Industries, Inc.
7192 Solutions Center
Chicago, IL 60677-7001

JLW
APPROVED
8/24



Engineering • Consulting • Testing

Professional Service Industries, Inc.

www.psiusa.com

TROY CS/GEO BRANCH
TROY, MI 48083
(248) 528-1655

Federal ID 37-0962090

ATTN: Jennifer Wilson
CITY OF OAK PARK
OAK PARK
OAK PARK MI 48083
USA

CITY OF OAK PARK
OAK PARK
OAK PARK MI 48083

Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
1111023	154969	0402653	07/31/15	00382866	0002

Project OAK PARK TESTING 2015

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/21/15	0402653-11	TECHNICIAN (DAY)	1.00	400.00	400.00
07/22/15	0402653-12	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/23/15	0402653-13	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/24/15	0402653-14	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/28/15	0402653-15	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/29/15	0402653-16	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00
07/31/15	0402653-17	TECHNICIAN (1/2 DAY)	1.00	200.00	200.00

Invoice Total:	\$4,535.00
Balance Due:	\$4,535.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1111023	00382866	0402653	

Professional Service Industries, Inc.
7192 Solutions Center
Chicago, IL 60677-7001



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Payment request from Orchard, Hiltz, & McCliment for Engineering Consulting Services.

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

SUMMARY: Attached are invoices from Orchard, Hiltz & McCliment for the project listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
CE – Water Reservoir Pumping Station Improvements	\$1,552.50	\$23,804.75	\$25,357.25	\$30,000.00	592-18-540-801
PE – Traffic Signal Design	\$18,668.25	\$69,414.00	\$88,082.25	\$114,060.00	202-18-474-801
CE – Oak Park Boulevard Rehab	\$2,319.20	\$146,277.13	\$148,596.33	\$152,979.77	202-18-479-801
Totals	\$22,539.95	\$239,495.88	\$262,035.83	\$287,039.77	

RECOMMENDED ACTION: It is recommended that the invoices from OHM for the above listed projects be approved for the total amount of \$22,539.95. Funding is available in the above listed account.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Invoices



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172086
Project: 0037-13-0023

Project Name: Construction Services – Oak Park Reservoir Pump Sta & Fill Control Valve

For Professional Services Rendered through: 6/27/2015

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	30,000.00	23,804.75	6,195.25	1,552.50
				Amount Due This Invoice **
				1,552.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Advancing Communities

0037130023 - Construction Services - Oak Park

CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172086
Project: 0037-13-0023

Professional Services

Fixed Rates Labor

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	0.50	160.0000	80.00
Professional Engineer/Architect IV	9.50	155.0000	1,472.50
			1,552.50
	Fixed Rates Labor subtotal	10.00	1,552.50
	Total Professional Services		1,552.50

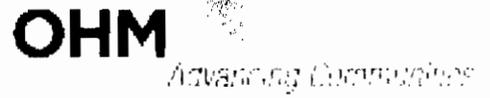
Total Project: 0037130023 - Construction Services – Oak Park **1,552.50**

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172087
Project: 0037-14-0021

Project Name: Design of Eight Traffic Signals

For Professional Services Rendered through: 6/27/2015

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	69,414.00	44,646.00	14,631.25
Amount Due This Invoice **				14,631.25

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172087
Project: 0037-14-0021

Professional Services

Fixed Rates Labor

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	7.50	160.0000	1,200.00
Engineering/Architectural Aide	4.00	52.0000	208.00
Grad. Arch./Landscape Arch. I	19.75	78.0000	1,540.50
Grad. Arch./Landscape Arch. II	28.50	88.0000	2,508.00
Graduate Engineer III	7.75	115.0000	891.25
Professional Engineer/Architect II	39.25	125.0000	4,906.25
Professional Engineer/Architect III	11.00	135.0000	1,485.00
Technician II	21.75	87.0000	1,892.25
			<hr/>
	Fixed Rates Labor subtotal	139.50	14,631.25
	Total Professional Services		14,631.25

Total Project: 0037140021 - Design of Eight Traffic Signals

14,631.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/06/2015
Invoice #: 172795
Project: 0037-14-0021

Project Name: Design of Eight Traffic Signals

For Professional Services Rendered through: 7/25/2015

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	84,045.25	30,014.75	4,037.00
		Amount Due This Invoice **		4,037.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 08/06/2015
Invoice #: 172795
Project: 0037-14-0021

Professional Services

Fixed Rates Labor

Classification	Hours	Rate	Amount
Associate	1.50	160.0000	240.00
Professional Engineer/Architect II	6.00	125.0000	750.00
Professional Engineer/Architect III	9.00	135.0000	1,215.00
Surveyor III	0.50	97.0000	48.50
Technician II	20.50	87.0000	1,783.50
			<hr/>
	Fixed Rates Labor subtotal	37.50	4,037.00
	Total Professional Services		4,037.00

Total Project: 0037140021 - Design of Eight Traffic Signals **4,037.00**

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Advancing Communities

CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172085
Project: 0037-12-0053

Project Name: CE - Oak Park Boulevard Rehabilitation

Coolidge Hwy to East City Limits

For Professional Services Rendered through: 6/27/2015

Analysis of Costs

Direct Salaries	763.14
Overhead % 174.49	1,322.72
FCC % 0.85	3.90
Total Direct Personnel	2,089.76
Total Other Direct Charges	
Total Costs	2,089.76
Fixed Fee	229.44
Total Charges/Fees	<u>2,319.20</u>
Amount Due This Invoice **	<u>2,319.20</u>

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 07/07/2015
Invoice #: 172085
Project: 0037-12-0053

Professional Services

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate			
MARK R. LOCH	1.00	49.5193	49.52
Sr. Associate			
ALAN K. McCOMB	14.50	48.0769	697.12
Technician II			
MEGAN HOLBORN	0.75	22.0000	16.50
	Fixed Rates Labor subtotal	16.25	763.14
	Total Professional Services		2,089.76

Project Totals Hours: 16.25 Labor: 763.14

Total Project: 0037120053 - CE - Oak Park Boulevard 2,319.20

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com

MERCHANT'S LICENSES – SEPTEMBER 8, 2015**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
<u>RENEWALS –</u>		
Yousif H. Goriel, M.D., P.C.	15351 Nine Mile Rd.	\$450
Health Systems	25900 Greenfield #140	\$450
Positive Home Doctors, Inc.	12800 Northend	\$450
Pairs Food Store	9000 Nine Mile	\$150
Starbucks Coffee #11879	24840 Greenfield	\$450

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: ~~7-24-15~~ 8-24-15

Applicant Information

Applicant/Business Name: JULIE MILLER / MICHELLA ZUCKERBERG
Applicant/Business Address: 24221 RENSSELAER / 24311 RENSSELAER
Phone number: 248 542 9086, 248 546 5206 E-Mail Address: JULIE.H.MILLER@WAYNE.CO.UK
Relation of applicant to business: PART OF RENSSELAER BLOCK CLUB

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: N/A Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: 9-12-2015 ~~8-24-15~~ Has this event been held previously? Yes No

Address or location of event: RENSSELAER BETWEEN NORTHFIELD & VILLAGE GREEN APARTMENTS

Is this a City owned park? NO - IT IS A CITY STREET

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? Yes No N/A

Nature, purpose, and detailed description of event: NEIGHBORHOOD GATHERING

Will the event be open to the public? Yes No

If yes, please describe how so: OPEN TO THE RESIDENTS OF THE BLOCK

Estimated number of people attending event? 25-50 Hours of Event: 5:30-9:00

Are you requesting to have a parade? Yes No if yes, please provide details of the parade route

Where will the parade participants be walking? Sidewalks Streets

Will the parade require streets to be blocked off? Yes No

If yes, how many streets/intersections will need to be blocked : _____

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

Food Services

Will food or beverages be sold at event? Yes No, if yes please list type(s) of food to be sold:

Will the food be prepackaged or prepared on site: _____

Please note: *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

Mechanical Amusement

Will there be any mechanical rides at event? Yes No, if yes, please provide the name and the address of amusement operators: _____

Will the event have a moonwalk? Yes No, if yes, please provide the name and address of Company/Entity providing moonwalk: INCHTAILOR PLAY SPACES - 5100 MEYER DRIVE, ROYAL OAK MI 48073

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

Technical/Support

Will the event require use of electrical supply source? Yes No, if yes, please describe:

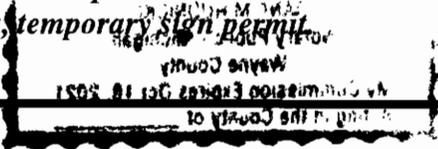
Will sanitary facilities be required at event? Yes No

Will tent(s) be used at the event? Yes No, if yes, please state size(s) of tent:

Will the event have banners displayed? Yes No, if so, please provide the number of signs and dimension(s):

Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.



The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

Please waive the application fee of 100⁰⁰.

Thank you.

And in the past we have had the fire dept engine come with a Public Service Officer. Could we make that happen again?

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

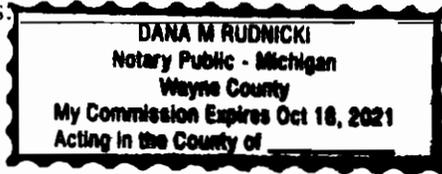
Michelle A. Garrison
Applicant's Signature

State of Michigan

County of Wayne ss

Subscribed and sworn to before me, a Notary Public this 21st day of July 2015, by Dana Rudnicki.

My Commission expires:



[Signature]
Notary Public

PETITION FOR TEMPORARY STREET CLOSURE

We, the undersigned, hereby request that RENSSELAER be closed to vehicle traffic between NORTHFIELD and VILLAGE GREEN APARTMENTS for the purpose of conducting a block party. The time and date requested for closure is 5:30 PM TO 9:00 PM. on SATURDAY, AUGUST 23, 2003.

29 2015

Name	Address on Rensselaer
1. Michelle A. Zuercher	24311
x 2. Jileen Paul Jones & Colin Jones	24310
3. Juan Juan	24310
4. Sandra Muxey	24320
5. Greg McDowell	24271
6. Erica McLean	24231
7. George Johnson	24241
8. Alex Michael Miller	24221
9. Maria Feerman	24211
10. Mania Mahat	24301
11. Carolyn Mass	24240
12. Mishia Johnson	24241
13. Michelle Calt	24200
14. Jwanita James	24270 Rensselaer
15. Delores Malone	24260 Rensselaer
16. Donald	24250 "
17. Walter	24210
18. Lan Monica Hester	24245
19. Ben Walt	24291
20. Thadee Sesi	24230
21.	
22.	
23.	
24.	
25.	

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION
Rensselaer Block Party

DATE: September 12, 2015 5:30 – 9:00 p.m.

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety will provide periodic checks as part of patrol activity. (Due to manpower issues Public Safety will not be able to provide a fire truck or Public Safety Officer to staff the event)	½	NA
RECREATION <i>Julie Hall</i>	N/A	N/A	N/A
DPW <i>Kevin J. Yee</i>	Drop off/pick up barricades	½ hour	NA

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: August 19th 2015

Applicant Information

Applicant/Business Name: Residents of Seneca Street

Applicant/Business Address: Thomas Zerata 24320 Seneca St O.P. 48237

Phone number: 248-591-9444 E-Mail Address: _____

Relation of applicant to business: _____

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: Co-ORDINATION Thomas Zerata Phone: 248-591-9444

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: SUNDAY - September 13th 2015 Has this event been held previously? Yes No

Address or location of event: Seneca Street North of Northfield to the Cul-de-Sac

Is this a City owned park? NO

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? Yes No

Nature, purpose, and detailed description of event: ANNUAL Block Party for Seneca Street Residents / Friends

Will the event be open to the public? Yes No

If yes, please describe how so: OPEN TO Seneca Street + Residents AND Friends

Estimated number of people attending event? 40-60 Hours of Event: 1:00 PM - 6:00 PM

Are you requesting to have a parade? Yes No **If yes, please attach a map of the parade route**

Where will the parade participants be walking? Sidewalks Streets

Will the parade require streets to be blocked off? Yes No

If yes, how many streets/intersections will need to be blocked : _____

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

Food Services

Will food or beverages be sold at event? Yes No, if yes please list type(s) of food to be sold:

Will the food be prepackaged or prepared on site: Pot - Luck

Please note: *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

Mechanical Amusement

Will there be any mechanical rides at event? Yes No, if yes, please provide the name and the address of amusement operators: _____

Will the event have a moonwalk? Yes No, if yes, please provide the name and address of Company/Entity providing moonwalk: _____

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NA

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

Technical/Support

Will the event require use of electrical supply source? Yes No, if yes, please describe:

Will sanitary facilities be required at event? Yes No

Will tent(s) be used at the event? Yes No, if yes, please state size(s) of tent:

Will the event have banners displayed? Yes No, if so, please provide the number of signs and dimension(s):

Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

We ask a waiver of the \$100 fee from
the Mayor and City Council.

We invite our Mayor and City Council
to attend our Block Party!

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.



Applicant's Signature

State of Michigan

ss

County of _____

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by

_____.

My Commission expires: _____

Notary Public

**We, the undersigned residents of Seneca Street
petition our city to close our street on Sunday, September 13th 2015
between the hours of 1:00PM and 6:00PM
for our annual Block Party.**

24200 Dary Heilig	24201 [Signature]
24220 VACANT	24221 [Signature]
24230 [Signature]	24231 [Signature]
24240 [Signature]	24241 [Signature]
24250 [Signature]	24251 [Signature]
24260 [Signature]	24261 Charles Cox
24270 [Signature]	24271
24300 [Signature]	24301 Charisse [Signature]
24320 Thomas R. [Signature]	24311 [Signature]
24330 Larry K. [Signature]	24321 Jack Kaufman
24340 [Signature]	24331 [Signature]
24300 [Signature]	

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION
Seneca Block Party

DATE: September 13, 2015 1:00 – 6:00 p.m.

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i>	N/A	N/A	N/A
PUBLIC SAFETY Steve Cooper	Periodic checks as part of normal patrol duties	½	NA
RECREATION Julie Hall	N/A	N/A	N/A
DPW <i>Kevin J. Yee</i>	Drop off/pick up barricades	½	NA

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

August 31, 2015

Invoice 443361

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

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

Client 7406 Matter 24

For Legal Services Rendered Through 7/31/2015:

Date	Timekpr	Description of Services Performed	Hours
Total Hours			<u>34.20</u>
Total Value of Services			<u>\$5,130.00</u>

Time Summary by Timekeeper		Hours	Amount
John J. Gillooly		18.60	2,790.00
Rosalind Rochkind		15.60	2,340.00

Costs Advanced:

Date	Description	Amount
07/24/15	Reproduction Charges 3 @ 0.15	0.45
07/27/15	Fee for electronic filing in Oakland County - Appearance and Notice of Entry of Appearance	8.24
07/29/15	Reproduction Charges 4 @ 0.15	0.60
07/29/15	Reproduction Charges 5 @ 0.15	0.75
07/29/15	Reproduction Charges 9 @ 0.15	1.35
07/29/15	Reproduction Charges 33 @ 0.15	4.95
Total Costs Advanced		<u>\$16.34</u>
Total Due This Invoice		\$5,146.34

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

SECRET
SW
 WARDLE

SECRET, WARDLE, LYNCH
 HAMPTON, TRUEX & MORLEY
 2600 TROY CENTER DRIVE P.O. BOX 5025
 TROY, MICHIGAN 48007-5025
 (248) 851-9500

IRS # 38-1863919

City of Oak Park
 Erik Tungate
 13600 Oak Park Blvd
 Oak Park, MI 48237

August 10, 2015
 Invoice # 1270438
 Client No. M1409
 Matter No. 100314

RE: Oak Park, City of (Building Fund)

INTERIM

Services Rendered: CLAIM #

CURRENT BILLING SUMMARY THROUGH JULY 31, 2015

Fees for Professional Services	\$3,248.00
Expenses Advanced	\$17.68
CURRENT BILL DUE	\$3,265.68

PLEASE REMIT TO: SECRET, WARDLE, LYNCH,
 HAMPTON, TRUEX & MORLEY, PC
 P.O. BOX 772725
 CHICAGO, IL 60677-2007



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015 **AGENDA #**

SUBJECT: Report on bids for the 2015 Sewer & Catch Basin Cleaning and Televising Project, M-626.

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

SUMMARY: At the August 3, 2015 regular meeting of the Oak Park City Council, the request to bid the 2015 Sewer & Catch Basin Cleaning and Televising Project, M-626 was approved (CM-08-296-15). The project was advertised and eighteen (18) contractors viewed the documents. On August 31, 2015, three (3) bids were received and opened. The low bidder, Terra Contracting, Inc. of Kalamazoo, MI, submitted a bid of \$174,878.00. Terra Contracting has performed similar work in the past for the City to the satisfaction of City personnel.

FINANCIAL STATEMENT: There is \$250,000 budgeted in the Water & Sewer Fund for this expenditure.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2015 Sewer & Catch Basin Cleaning and Televising Project, M-626 to Terra Contracting, Inc. of Kalamazoo, MI for the total amount of \$174,878.00. Funding is available in the Water & Sewer Fund for this expenditure.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: bid tabulation, map of project area

BID TABULATION

2015 SEWER CLEANING AND TELEVISION INSPECTION PROJECT, M-626				TERRA CONTRACTING, LLC 5787 STADIUM DRIVE KALAMAZOO, MI 49009		ALLSTATE POWER VAC INC. 928 E HAZELWOOD RAHWAY, NJ 07065		ADVANCED REHABILITATION TECHNOLOGY 01116 CITY RD 17 BRYAN, OH 43506	
BID OPENING DATE:				MONDAY AUGUST 31, 2015					

ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	1,000	LFT	\$ 1.09	\$ 1,090.00	\$ 1.40	\$ 1,400.00	\$ 2.00	\$ 2,000.00
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	9,100	LFT	\$ 1.15	\$ 10,465.00	\$ 1.40	\$ 12,740.00	\$ 2.00	\$ 18,200.00
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	41,500	LFT	\$ 1.15	\$ 47,725.00	\$ 1.40	\$ 58,100.00	\$ 3.00	\$ 124,500.00
4	MEDIUM 15" SEWER CLEANING & TV INSPECTION	22,100	LFT	\$ 1.27	\$ 28,067.00	\$ 1.50	\$ 33,150.00	\$ 4.00	\$ 88,400.00
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	23,000	LFT	\$ 1.33	\$ 30,590.00	\$ 1.70	\$ 39,100.00	\$ 4.00	\$ 92,000.00
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	8,600	LFT	\$ 1.33	\$ 11,438.00	\$ 1.70	\$ 14,620.00	\$ 4.00	\$ 34,400.00
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	10,200	LFT	\$ 1.41	\$ 14,382.00	\$ 2.00	\$ 20,400.00	\$ 4.00	\$ 40,800.00
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	3,100	LFT	\$ 1.62	\$ 5,022.00	\$ 2.30	\$ 7,130.00	\$ 5.00	\$ 15,500.00
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	6,100	LFT	\$ 1.69	\$ 10,309.00	\$ 2.70	\$ 16,470.00	\$ 5.00	\$ 30,500.00
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	1,200	LFT	\$ 1.68	\$ 2,016.00	\$ 2.80	\$ 3,360.00	\$ 6.00	\$ 7,200.00
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	5,400	LFT	\$ 1.81	\$ 9,774.00	\$ 2.80	\$ 15,120.00	\$ 6.25	\$ 33,750.00
12	MEDIUM 42" SEWER CLEANING & TV INSPECTION	2,000	LFT	\$ 2.00	\$ 4,000.00	\$ 3.00	\$ 6,000.00	\$ 6.25	\$ 12,500.00

TOTAL COST	\$ 174,878.00	\$ 227,590.00	\$ 499,750.00
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**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. _____**

AN ORDINANCE TO AMEND ARTICLE III, BOARDS AND COMMISSIONS, CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING DIVISION 6, CABLE TELEVISION ADVISORY COMMISSION THEREOF, THEREBY CHANGING THE DUTIES OF THE SAID COMMISSION.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Division 6, Cable Television Advisory Commission, of Article III, boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 2-330. Functions.

The function of the commission shall be as follows:

- (1) Provide city council with policy recommendations that strengthen the positive perception of Oak Park municipal government and the City of Oak Park as a place to live, work and shop.
- (2) Meet with groups and/or individuals who can offer suggestions, program content, or assist in other ways to improve communications and enhance efforts to engage with the community.
- (3) Advise city council on issues relative to municipal services, community events and community development as researched and learned through: television, cable and radio media; social media and the internet; print media; and public relations.
- (4) Advise city council on the matters outlined in this section and other related matters as requested.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

This ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this 8th day of September, 2015.



CITY OF OAK PARK

Mayor
Marian McClellan
Mayor Pro Tem
Paul Levine
Council Members
Michael M. Seligson
Carolyn Burns
Kiesha Speech
City Manager
Erik Tungate

**OAK PARK, MI CODE OF ORDINANCES
DIVISION 6. – COMMUNICATIONS COMMISSION
(ORD. NO. 0-12-586 - 1, 3-5-12)**

**PROPOSED AMENDMENT
SEC. 2-330. - FUNCTIONS**

PROPOSED LANGUAGE

The function of the commission shall be as follows:

- (1) Provide city council with policy recommendations that strengthen the positive perception of Oak Park municipal government and the City of Oak Park as a place to live, work and shop.**
- (2) Meet with groups and/or individuals who can offer suggestions, program content, or assist in other ways to improve communications and enhance efforts to engage with the community.**
- (3) Advise city council on issues relative to municipal services, community events and community development as researched and learned through: television, cable and radio media; social media and the internet; print media; and public relations.**
- (4) Advise city council on the matters outlined in this section and other related matters as requested.**

EXISTING LANGUAGE

The function of the commission shall be as follows:

- (1) Provide policy direction and oversight to strengthen the positive perception of Oak Park municipal government, and the City of Oak Park as a place to live, work and shop.**
- (2) Meet with groups and/or individuals who can offer program suggestions, provide program content, or assist in other ways to strengthen Oak Park municipal channel programming in order to meet the needs and desires of its audience.**
- (3) To advise council and public information/it department of important information about municipal services, community events, and community development through cable television, social media, news releases, print media, and public relations.**
- (4) Advise city council and/or the city manager on the matters outlined in this section and other related matters as requested.**
- (5) Perform advisory functions previously the responsibility of the cable television advisory commission as elsewhere set forth in the Code.**



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Recommendation of Planning Commission on the proposed rezoning of a portion of 22001 Republic Avenue (the former Jefferson School), from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District.

DEPARTMENT: Community & Economic Development

SUMMARY: At the August 10, 2015 meeting the Planning Commission conducted a Public Hearing to receive public comments on the proposed rezoning requested by Community Housing Network for a portion of 22001 Republic Avenue (the former Jefferson School), from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District.

The Planning Commission voted to recommend to the City Council, the rezoning of a portion of 22001 Republic Avenue (identified on the proposed Site Plan) to RM-1, Multi-Family Residential District.

On August 17, 2015 City Council held a first reading of the proposed ordinance and approved scheduling the second reading and adoption for September 8, 2015.

RECOMMENDED ACTION: The City Council consider accepting the recommendation of the Planning Commission to rezone a portion of 22001 Republic Avenue, from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District and to adopt the proposed ordinance to amend the City's Official Zoning District Map.

APPROVALS:

City Manager: _____

Director: *Kym Mamon*

Finance Director: _____

EXHIBITS: Memorandum, Proposed Zoning Ordinance Amendment.

homes, mostly between 950 and 1,500 square feet floor area, and rental apartments which by current standards are mostly rather small units. As sites become available for development, such as the Weber Site on the I-696 Ten Mile service drive, consideration should be given to up-scale condominiums or rental apartments.”

4. The City’s Master Plan states “it is important that housing in Oak Park remain affordable, however neighborhood quality necessitates that housing be well-maintained”.
5. The City’s Strategic Economic Development Plan (2014) states “a diverse housing stock will increase the attractiveness of Oak Park to a broader range of prospective residents, especially a greater mix of multi-family options that appeal to the two largest demographic groups in the country: Millennials and the aging Baby Boomers. Multi-family housing provides options and opportunities for households of different incomes and size to live practically. It also encourages long-term investment in the city by providing the opportunity to transition into housing that matches their life-stage without having to leave the community”.
6. The proposed rezoning to RM-1, Multi-Family Residential District is for 6.84 acres of the school property.
7. All the adjacent parcels surrounding the subject parcel are zoned for single family residential use including the adjacent residential parcels on the east side of Republic Avenue in the City of Ferndale.
8. The setback requirements for the RM-1, Multi-Family Residential District and R-1, One-Family Dwelling District are very similar in their requirements. Both districts have 25 foot setbacks from the front property lines.
9. The subject parcel is bounded on the north by Saratoga Street, the south by Leroy Street and west by Republic Avenue, with access to each street.
10. The proposed zoning change should have no significant impact to the traffic conditions in the area.
11. The City of Oak Park Master Plan identifies this area as a school use area.
12. Currently there is an historic elementary school building (Jefferson) and the Ferndale Schools bus maintenance garage on the subject parcel. The school building was constructed in 1925 as Jefferson Elementary. In addition to the two buildings, there is a commercial cellular antenna and community garden on the site.
13. The proposed zoning change would be consistent with the intent of the Master Plan to create more diversification in its housing inventory.
14. The proposed zoning change would be consistent and compatible with existing land uses in the area.

The proposed zoning district change is appropriate for this location and is consistent and compatible with existing land uses in the area. Both the Oak Park Master Plan and the Strategic Economic Development Plan identify the need for greater housing diversification and specifically multi-family housing. The former school site provides a great opportunity to meet

these needs with a large scale development such as the one proposed by Community Housing Network.

The proposed zoning change would be consistent with the intent of the Master Plan by creating new housing opportunities and greater diversification of the available housing stock. Based on the above considerations, the Planning Division recommends rezoning the subject property, 22001 Republic Avenue (the former Jefferson School, Ferndale School District), from R-1, One-Family Dwelling District to RM-1, Multi-Family Residential District, as identified on the presented site plan.

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND APPENDIX A-ZONING, ARTICLE III, AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF CERTAIN PARCELS OF LAND IN SECTION 33 AND CURRENTLY ZONED R-1, ONE FAMILY DWELLING DISTRICT TO RM-1, MULTI-FAMILY RESIDENTIAL DISTRICT.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. The Code of Ordinances of the City of Oak Park is hereby amended by changing the use district of the following described parcel of land in Section 33 and currently zoned R-1, One-Family Dwelling District, according to the City's Official Zoning District Map, Appendix-A Zoning, Article III, to RM-1, Multi-Family Residential District:

A Parcel of Land Located In Part Of The N.W. 1/4 Of Section 33, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, Being More Particularly Described As:

Beginning at a point on a line 25 feet west of the east line of Republic Avenue, said point being S. 87°45'09" E. 1279.87 feet along the north line of said Section 33 and S. 00°54'09" E. 613.16 feet along said line from the N.W. corner of said Section 33; thence S. 00°54'09" E. 664.60 feet; thence along the north line of Leroy Street (width varies) S. 88°01'31" W. 609.90 feet; thence along the east line of "Ferndale-Wyoming Subdivision" as recorded in liber 86 of plats, page 17, Oakland County records N. 00°56'00' W. 364.78 feet; thence N. 88°02'31" E. 380.10 feet; thence N. 00°54'09" W. 300.00 feet; thence along the south line of Saratoga Street (60 feet wide) N. 88°02'31" E. 230.00 feet to the point of beginning, containing 291,411 square feet or 6.69 acres of land.

Common address: 22001 Republic Avenue
Property Identification Number: 52-25-33-107-001

SECTION 2. It is hereby ordered that the Official Zoning District Map of the City of Oak Park, as herein amended, be incorporated with this ordinance and be considered a part hereof and be published in connection herewith.

SECTION 3. It is further ordered that from and after the effective date of this ordinance, the above described parcel of land shall be in the RM-1, Multi-Family Residential District, and be subject to the regulations pertaining to such a district.

SECTION 4. Conflicting Provisions Repealed

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

SECTION 5. Severability

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

SECTION 6. Effective Date

This ordinance shall be effective thirty (30) days from the date of adoption and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 8th day of September, 2015.

Ed Norris
City Clerk

Marian McClellan
Mayor

I, Ed Norris, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on September 8, 2015.

Ed Norris
City Clerk

First Reading: August 17, 2015
Second Reading: September 8, 2015
Adopted:
Published:

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 8, 2015 **AGENDA #**

SUBJECT: Authorize the City of Oak Park to enter into contract 15-5441 with the Michigan Department of Transportation (MDOT) for the traffic signal modernization work along 9 Mile Road and Coolidge.

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

SUMMARY: Attached is a copy of the MDOT contract number 15-5441 for this project. Although this project is 100% funded with Federal funds up to \$1,385,000, the City has requested that the traffic signals on 9 Mile Road be constructed with mast arm style signals which increased the estimate by \$134,600. This additional cost will be paid for by the City's Major Street fund balance. Also, the funding obligation has not yet been allocated by the Federal Government. The City of Oak Park may have to front some of the funds until these funds are allocated, however that is not expected to be the case since construction will not begin until the spring of 2016.

FINANCIAL STATEMENT: Funding is available in the Major Street Fund Balance for any funding beyond the Federal allocation.

RECOMMENDED ACTION: It is recommended that City Council approve MDOT contract number 15-5441 upon review by the City Attorney's office and authorize the Mayor and City Clerk to sign the contract on behalf of the City. It is further recommended that the City's share be funded from the Major Street fund balance for this project.

APPROVALS:

City Manager: _____

A handwritten signature in cursive script, appearing to read "Cheryl TE", written over a horizontal line.

Department Director: _____

A handwritten signature in cursive script, appearing to read "KJY", written over a horizontal line.

Finance Director: _____

EXHIBITS: MDOT Contract

(ADVANCE CONSTRUCTION CONTRACT)
CMAQ

DA
Control Section CMG 63400
Job Number 124706A
Project CMG 1563(052)
Federal Item No. JJ 5417
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 15-5441

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Oak Park, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 28, 2015, attached hereto and made a part hereof:

Traffic signal modernization work; including concrete sidewalks, curb and gutter, and sidewalk ramps; and all together with necessary related work; at the following locations:

9 Mile Road at Stratford Street
9 Mile Road at Church Street
9 Mile Road at Jerome Street
9 Mile Road at Scotia Road
9 Mile Road at Rosewood Street
9 Mile Road at Republic Avenue
Coolidge Highway at Drive south of 10 Mile Road
Coolidge Highway at Northend Avenue

WITNESSETH:

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

WHEREAS, the PROJECT will be performed as an advance construction project; and

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

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

CONGESTION MITIGATION AND AIR QUALITY

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

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

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

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

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

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

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

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

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

4. The REQUESTING PARTY, at PROJECT COST, shall:
- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - B. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
 - C. Perform or cause to be performed traffic signal optimization work necessary for the completion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

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

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

5. The PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Congestion Mitigation and Air Quality Funds, in the future, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$1,385,500, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

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

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any

activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

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

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

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

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

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

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

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

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

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

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

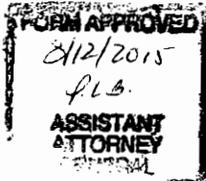
CITY OF OAK PARK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

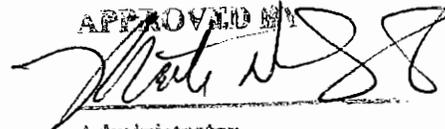
By _____
Title:

By _____
Department Director MDOT

By _____
Title:



R.D.S.
7/30/15

APPROVED BY

Administrator
Real Estate
Date 8/12/15

July 28, 2015

EXHIBIT I

CONTROL SECTION	CMG 63400
JOB NUMBER	124706A
PROJECT	CMG 1563(052)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,160,100
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FORCE ACCOUNT WORK (REQUESTING PARTY)

Traffic Signal Optimization Work	\$ 185,500
Construction Engineering, Construction Materials Testing, & Inspection	\$ 174,000
TOTAL ESTIMATED COST (FORCE ACCOUNT, ETC.)	\$ 359,500

GRAND TOTAL	\$1,519,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,519,600
Federal Congestion Mitigation and Air Quality Funds (Advance Construction) Future*	<u>\$1,385,000</u>
REQUESTING PARTY'S SHARE (Future)	\$ 134,600

*Contingent upon availability of Federal Funds and Federal approval, Federal Congestion Mitigation and Air Quality Funds, in the future, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$1,385,500, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Resolution Establishing Corridor Improvement Authority and Designating Boundaries of Development Area

SUMMARY: The city of Oak Park finds that it is in the best interest of the public to redevelop its commercial corridors and to promote economic growth. It is recommended that the city of Oak Park pass the resolution to establish a Corridor Improvement Authority (CIA). Under PA 280 of 2005, MCL 125.2871-125.2899, authorizes a city, village or township to create one or more Corridor Improvement Authorities. The Act is a tax increment financing (TIF) tool to promote economic development

Oak Park will manage the CIA and the day to day operations will be managed by the Oak Park Economic Development Manager under the direction of the joint CIA board. The board will be comprised of residents within the district or within a half mile and representatives from property or business owners in the district. The board will be interviewed by city council with recommendations by the Mayor. Those appointments will be presented to city council at the second meeting in September.

RECOMMENDED ACTION: The city council adopt the Resolution Establishing Corridor Improvement Authority and Designating Boundaries of Development Area

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

EXHIBITS: Resolution Establishing Corridor Improvement Authority and Designating Boundaries of Development Area with EXHIBIT A

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

**RESOLUTION ESTABLISHING CORRIDOR IMPROVEMENT AUTHORITY
AND DESIGNATING BOUNDARIES OF DEVELOPMENT AREA**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the ____ day of _____, 2015, at 7:00 p.m.

Present: _____

Absent: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the Corridor Improvement Authority Act, 2005 PA 280, MCL 125.2871 *et seq.* (the "Act"), as amended, authorizes the City of Oak Park ("City") to establish a Corridor Improvement Authority ("Authority"), subject to the provisions of the Act; and

WHEREAS, the City has caused to be prepared plans for a Proposed Development Area; and

WHEREAS, by way of a resolution dated March 16, 2015, the City resolved its intention to establish and provide for the operation of an Authority and to designate a proposed Development Area pursuant to the Act; and

WHEREAS, after providing notice in the manner required by the Act, the City held public hearings concerning the proposed Authority on May 4, 2015, at 7:00 p.m. and May 18, 2015 at 7:00 p.m.; and

WHEREAS, more than 60 days have passed since the public hearing, as required by the Act; and

WHEREAS, the City finds that it is necessary and in the best interest of the public to redevelop its commercial corridors and to promote economic growth by establishing the proposed Authority; and

WHEREAS, the City wishes to proceed with establishing the Authority and designating the boundaries of the Development Area.

NOW, THEREFORE, the City Council of the City of Oak Park, Oakland County, Michigan resolves as follows:

1. Pursuant to the Act, the City hereby establishes the Corridor Improvement Authority for the Proposed Development Area.

2. The Development Area shall consist of the property described in **Exhibit A** to this Resolution and shall have the boundaries described therein (“Development Area”). The boundaries of the Development Area may be altered or amended by the City Council in the future, as set forth in the Act.

3. The City finds that the Development Area meets the criteria set forth in Section 5 of the Act, as follows:

- a. The Development Area is adjacent to or is within 500 feet of a road classified as an arterial or collector according to the federal highway administration manual "Highway Functional Classification – Concepts, Criteria and Procedures";
- b. The Development Area contains at least 10 contiguous parcels or at least 5 contiguous acres;
- c. More than one-half (1/2) of the existing ground floor square footage in the Development Area is classified as commercial real property under Section 34c of the General Property Tax Act, 1893 PA 206, MCL 211.34c;
- d. Residential use, commercial use, or industrial use has been allowed and conducted under the Zoning Ordinance or conducted in the entire Development Area for the immediately preceding 30 years;
- e. The Development Area is presently served by municipal water or sewer;
- f. The Development Area is zoned to allow for mixed use that includes high-density residential use; and
- g. The City agrees to all of the following:
 - (i) to expedite the local permitting and inspection process in the Development Area; and
 - (ii) to modify its Master Plan to provide for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the Development Area.

4. The Authority shall be under the supervision and control of a board (“Authority Board”) consisting of the Mayor of the City or his or her assignee and seven (7) other members appointed by the Mayor in accordance with the Act, and subject to the approval of the City Council. At least one member of the Authority Board shall be a resident of the Development Area or an area within one-half mile of any part of said area, and a majority of the members shall be persons having an ownership or business interest in property located within the Development Area. The members of the Authority Board shall hold office and the Authority Board shall conduct itself in

accordance with the terms and conditions of the Act. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. The Authority Board shall elect a chairperson from its members.

5. The Authority Board shall adopt rules governing its procedures in accordance with the Act. Such rules, and any amendments thereof, shall be subject to the approval of the City Council, as provided by the Act.

6. The City Clerk is hereby directed to file a copy of this Resolution with the Secretary of State and to publish this Resolution once in a newspaper of general circulation in the City.

7. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

Edwin T. Norris
City Clerk

Dated:

EXHIBIT A – DEVELOPMENT AREA

DESCRIPTION OF THE COOLIDGE CORRIDOR (NORTH OF INTERSTATE 696) CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

BEGINNING at the North $\frac{1}{4}$ Corner of Section 19, T1N-R11E, City of Oak Park, Michigan; thence approximately 2,483 feet easterly along the North line of Section 19 and centerline of West Eleven Mile Road (width varies) to the Northeast Corner of said Section 19 and intersection of said West Eleven Mile Road and Coolidge Highway (width varies); thence approximately 2,637 feet southerly along the East line of said Section 19 and centerline of said Coolidge Highway to the East $\frac{1}{4}$ Corner of said Section 19 and intersection of said Coolidge Highway and Lincoln Street (width varies); thence continuing southerly along said East line of said Section 19 approximately 2,276 feet to the intersection of said Coolidge Highway and the north right-of-way line of Interstate 696 (MDOT Jurisdiction); thence westerly along said north right-of-way line approximately 160 feet to the southeast corner of Lot 848 and east line of 20 foot wide alley of "Kenwood Park Subdivision No.3" of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 30, Oakland County Records; thence northerly 55 feet along said east line of alley to a point 10 feet south of the northwest corner of Lot 846 of said "Kenwood Park Subdivision No.3"; thence westerly 10 feet to a point on the centerline of said alley; thence northerly approximately 1,495 feet to the intersection of 20 foot wide alley centerline and the south right-of-way line of Sherwood Avenue (60 feet wide); thence easterly 10 feet along said south right-of-way line to the northwest corner of Lot 784 of said "Kenwood Park Subdivision No.3"; thence northerly approximately 1,275 feet to a point on the south right-of-way line of Elgin Street (80 feet wide) and the northeast corner of Lot 121 of "Courtess Park Subdivision" of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 17, Oakland County Records; thence northerly 80 feet to the north right-of-way line of said Elgin Street (80 feet wide) and centerline of vacated 20 foot wide alley; thence northerly along centerline of said alley approximately 691 feet and westerly along said alley approximately 174 feet; thence northerly approximately 10 feet to the southwest corner of Lot 266 of "Northaven Subdivision" of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 26, Oakland County Records; thence northerly along the west line of said Lot 266 approximately 104 feet to the northwest corner of said Lot 266 and the south right-of-way line of Talbot Street (60 feet wide); thence easterly along said south right-of-way line approximately 170 feet to the centerline of a 20 foot wide vacated alley; thence northerly along centerline of said alley approximately 594 feet to the south right-of-way line of Labelle Street (60 feet wide); thence northerly approximately 60 feet to the north right-of-way line of said Labelle Street and the southwest corner of Lot 28 of said "Northaven Subdivision"; thence northerly approximately 376 feet along the east line of a 20 foot wide alley to a point approximately 6 feet south of the south line of Lot 46 and north line of said 20 foot wide alley of said "Northaven Subdivision"; thence westerly approximately 670 feet to a point on the east right-of-way line of Kipling Street (60 feet wide) and approximately 6 feet south of Lot 79 of said "Northaven Subdivision"; thence westerly approximately 60 feet to the west right-of-way line of said Kipling Street (60 feet wide) and the southeast corner of Lot 80 of said "Northaven Subdivision"; thence westerly approximately 378 feet to the west right-of-way line of Gardens Avenue (60 feet wide) and centerline of a vacated 16 wide alley; thence westerly along centerline of said vacated alley approximately 498 feet to the east right-of-way line of Gardner

Street (60 feet wide) and the southwest corner of Lot 61 of "The Manhattan Subdivision" of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 14 of Plats, Page 15, Oakland County Records; thence westerly approximately 60 feet to the west right-of-way line of said Gardner Street (60 feet wide) and the southeast corner of Lot 60 of said "The Manhattan Subdivision"; thence westerly along the south line of Lots 60-31 approximately 600 feet to the east right-of-way line of Tyler Street (60 feet wide) and the southwest corner of Lot 31 of said "The Manhattan Subdivision"; thence westerly approximately 60 feet to the west right-of-way line of said Tyler Street (60 feet wide) and centerline of a 16 foot wide alley; thence westerly along centerline of said alley approximately 600 feet to the east right-of-way line of Tulare Street (60 feet wide); thence northerly along said east right-of-way line approximately 108 feet to the northeast corner of Lot 1 of said "The Manhattan Subdivision" and south right-of-way line of said West Eleven Mile Road (66 feet wide); thence northerly 33 feet to a point on the North line of Section 19 and the centerline of West Eleven mile Road (66 feet wide); thence easterly along the said North line of Section 19 and centerline of West Eleven Mile Road approximately 630 feet to the POINT OF BEGINNING

DESCRIPTION OF THE COOLIDGE CORRIDOR (SOUTH OF INTERSTATE 696)
CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

BEGINNING at the Northwest Corner of Section 29, T1N-R11E, City of Oak Park, Michigan; thence approximately 1,212 feet easterly along the North line of Section 29; thence southerly 60 feet to the south right-of-way line of West Ten Mile Road (120 feet wide) and the northeast corner of Lot 9 of "Coolidge-Ten Subdivision" of part of the North 1/2 of Northwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 58 of Plats, Page 40, Oakland County Records; thence southerly approximately 498 feet to a point on the south line of said "Coolidge-Ten Subdivision" and the southeast corner of said Lot 9; thence westerly 100 feet along the south line of said "Coolidge-Ten Subdivision" to the southeast corner of Lot 8 of said "Coolidge-Ten Subdivision"; thence the following three courses: 1) northerly 50 feet along the east line of said Lot 8; 2) westerly 100 feet to a point on the east line of Lot 7 of said "Coolidge-Ten Subdivision"; 3) southerly 50 feet to the south line of said "Coolidge-Ten Subdivision" and the southeast corner of said lot 7; thence westerly along south line of said "Coolidge-Ten Subdivision" approximately 902 feet to the northeast corner of Lot 1 of "Huntington Farms Subdivision" of part of the Northwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 62 of Plats, Page 5, Oakland County Records; thence southerly approximately 435 feet along the east line of Lots 1, 41 and 42 to the southeast corner of Lot 42 of said "Huntington Farms Subdivision" and the north right-of-way line of Dartmouth Avenue (60 feet wide); thence southerly approximately 60 feet to a point 3 feet east of the northeast corner of Lot 77 of said "Huntington Farms Subdivision" and the south right-of-way line of said Dartmouth Avenue (60 feet wide); thence southerly 100 feet and easterly 55 feet to the northeast corner of Lot 78 of said "Huntington Farms Subdivision"; thence southerly approximately 307 feet along the east line of Lots 78-83 to the southeast corner of Lot 83 of said "Huntington Farms Subdivision" and east line of a 20 foot wide alley within "Northfield Boulevard Subdivision" of part of the Southwest 1/4 of the Northwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 19, Oakland County Records; thence westerly 10 feet to the centerline of said alley; thence southerly along the centerline of said alley approximately 1,163

feet to the north line of "Vincent Park Subdivision" of part of Northeast 1/4 of Southwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 31 of Plats, Page 49, Oakland County Records; thence the following four courses within said "Vincent Park Subdivision": 1) easterly along the north line of said "Vincent Park Subdivision" approximately 676 feet; 2) southerly approximately 394 feet to the north right-of-way line of Oak Park Boulevard (80 feet wide); 3) westerly along said north right-of-way line approximately 730 feet; 4) southerly 80 feet to the south right-of-way line of said Oak Park Boulevard (80 feet wide) and northeast corner of Lot 1 of "Louis Home Builders Subdivision" of part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 23, Oakland County Records; thence southerly approximately 199 feet to the southeast corner of said Lot 1 and north line of "Burt Homes Manor Subdivision" being part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 60 of Plats, Page 43, Oakland County Records; thence easterly approximately 9 feet and southerly 199 feet to the south right-of-way line of Irvine Boulevard (60 feet wide); thence easterly along said south right-of-way line 50 feet to the northeast corner of Lot 86 of said "Burt Homes Manor Subdivision"; thence southerly 139 feet along the east line of said Lot 86 to the northeast corner of Lot 85 of said "Burt Homes Manor Subdivision"; thence westerly 50 feet along the north line of said Lot 85; thence southerly approximately 339 feet to a point on the north line of Outlot C of "McClain Subdivision" of part of the Southwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 69 of Plats, Page 22, Oakland County Records; thence easterly 137 feet to the northeast corner of said Outlot C; thence southerly along the east line of Outlot C and Outlot B approximately 599 feet to a point on the south right-of-way line of McClain Drive (60 feet wide); thence easterly along said south right-of-way line approximately 115 feet; thence southeasterly along said south right-of-way line approximately 334 feet; thence southerly along west right-of-way line of said McClain Drive (60 feet wide) approximately 397 feet to the north right-of-way line of West Nine Mile Road (width varies); thence easterly approximately 80 feet to the southwest corner of Lot 26 of said "McClain Subdivision"; thence easterly along the south line of Lots 26-37 approximately 954 feet to the southeast corner of Lot 37 and east line of said "McClain Subdivision"; thence northerly along said east line approximately 808 feet to the northeast corner of Lot 47 and north line of said "McClain Subdivision"; thence westerly along said north line approximately 293 feet to the northwest corner of Lot 49 and east line of said "McClain Subdivision"; thence northerly along said east line approximately 440 feet to the southwest corner of Lot 50 and south line of "Helenton Park Subdivision" of part of Northeast 1/4 of Southwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 21, Oakland County Records; thence easterly along said south line approximately 890 feet to the southwest corner of Lot 32 of said "Helenton Park Subdivision"; thence southerly approximately 619 feet and easterly 400 feet to the west right-of-way line of Scotia Road (86 feet wide); thence southerly along said west right-of-way line approximately 50 feet to the northeast corner of Lot 24 and north line of "Saltz-Kay Scotia Subdivision" of part of the Southwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 81 of Plats, Page 15, Oakland County Records; thence westerly along said north line approximately 633 feet to the northwest corner of Lot 14 and west line of said "Saltz-Kay Scotia Subdivision"; thence southerly along said west line 300 feet to the southwest corner of Lot 11 and south line of said "Saltz-Kay Scotia Subdivision"; thence easterly along said south line approximately 643 feet to the southeast corner of Lot 1 of said "Saltz-Kay Scotia Subdivision" and west right-of-way line of said Scotia Road (86 feet wide); thence southerly along said west right-of-way line approximately 133 feet and easterly 86 feet to the east right-of-way line of said Scotia Road (86 feet wide) and the northwest corner of Lot 579 of "Oak Park

Subdivision" of West $\frac{1}{2}$ of Southwest $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 28, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 11 of Plats, Pages 10 and 11, Oakland County Records; thence easterly approximately 201 feet to a point on the north line of Lot 563 of said "Oak Park Subdivision"; thence southerly 20 feet and easterly approximately 118 feet to the east right-of-way line of Geneva Avenue (50 feet wide); thence northerly along said east right-of-way line 20 feet to the northwest corner of Lot 562 of said "Oak Park Subdivision"; thence easterly 135 feet along the north line of said Lot 562; thence southerly along the east line of said Lot 562 approximately 64 feet and easterly approximately 215 feet to a point on the east right-of-way line of Rensselaer Street (80 feet wide) and west line of Lot 496 of said "Oak Park Subdivision"; thence northerly along said west line approximately 43 feet to a point 20 feet south of the northwest corner of said Lot 496; thence easterly approximately 616 feet to the west right-of-way line of Oneida Avenue (50 feet wide) and a point on the east line of Lot 472 of said "Oak Park Subdivision"; thence Southerly along said east line approximately 46 feet and easterly approximately 188 feet to a point on the east line of Lot 471 of said "Oak Park Subdivision"; thence northerly approximately 63 feet and easterly approximately 138 feet to the northeast corner of Lot 428 and west right-of-way line of Manistee Avenue (50 feet wide) of said "Oak Park Subdivision"; thence the following three courses within said Lot 428: 1) southerly 23 feet; 2) westerly 75 feet; 3) southerly 20 feet; thence easterly approximately 125 feet to the east right-of-way line of said Manistee Avenue (50 feet wide) and a point on the west line of Lot 427 of said "Oak Park Subdivision"; thence northerly along said west line approximately 43 feet to the northwest corner of said Lot 427; thence easterly approximately 962 feet to the northeast corner of Lot 254 and west right-of-way line of Rosewood Street (50 feet wide) of said "Oak Park Subdivision"; thence southerly along said west right-of-way line approximately 20 feet and easterly approximately 185 feet to the northeast corner of Lot 253 of said "Oak Park Subdivision"; thence southerly along the east line of said Lot 253 approximately 95 feet; thence easterly approximately 185 feet to the east right-of-way line of Norwood Street (50 feet wide) and a point on the west line of Lot 235 of said "Oak Park Subdivision"; thence northerly along said west line approximately 35 feet and easterly approximately 135 feet to a point on the east line of said Lot 235; thence northerly along said east line approximately 60 feet to the northeast corner of said Lot 235; thence easterly along the north line of Lots 218, 217 and 200 of said "Oak Park Subdivision" approximately 457 feet to the northeast corner of said Lot 200 and the west right-of-way line of Roanoke Avenue (60 feet wide); thence southerly along said west right-of-way line approximately 54 feet and easterly approximately 340 feet to a point on the east line of Lot 199 and on the east line of said "Oak Park Subdivision" and on the west line of "Fern-Ridge Subdivision" of Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 28, T1N-R11E, Village of Ferndale and Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 30 of Plats, Page 8, Oakland County Records, said point approximately 24 feet south of the northeast corner of said lot 199; thence southerly along said west line approximately 32 feet to the northwest corner of Lot 1 and south line of 18 foot wide alley; thence easterly approximately 940 along said alley south line and north line of Lots 1-3, 48-53, 98-103 and 149-153 of said "Fern-Ridge Subdivision" to the northeast corner of said Lot 153; thence southerly along east line of said Lot 153 approximately 142 feet to the south line of said "Fern-Ridge Subdivision" and a point on the South line of Section 28 within West Nine Mile Road (80 feet wide); thence westerly along said South line approximately 980 feet and southerly approximately 160 feet to the southeast corner of Lot 1 of "Ferndale-Wyoming Subdivision" of part of the Northwest $\frac{1}{4}$ of Section 28, T1N-R11E, Royal Oak Township, now the City of Oak park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 17, Oakland County Records; thence westerly along the south line of Lots 1-29 of said "Ferndale-Wyoming Subdivision" approximately 587 feet to the southwest corner of said

Lot 29 and east right-of-way line of Meadowlark Street (60 feet wide); thence westerly approximately 60 feet to the west right-of-way line of said Meadowlark Street (60 feet wide) and centerline of a 20 foot wide alley; thence westerly along said alley centerline approximately 353 feet and northerly 10 feet to the southeast corner of Lot 47 of said "Ferndale-Wyoming Subdivision"; thence westerly along the south line of Lots 47-50 and 55 approximately 204 feet to the east right-of-way line of Rosewood Street (67 feet wide) and the southwest corner of said Lot 55 of said "Ferndale-Wyoming Subdivision"; thence northerly along said east right-of-way line approximately 60 feet and westerly approximately 67 feet to the northeast corner of Lot 1 of "Ridgewood Estates" a subdivision of part of the North 1/2 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 61 of Plats, Pages 18-18C, Oakland County Records; thence along north line of Lots 1, 4-51 of said "Ridgewood Estates" approximately 2,688 feet to the west right-of-way line of Scotia Road (60 feet wide) and the east line of Lot 436 of said "Ridgewood Estates"; thence southerly along said east line approximately 84 feet to the southeast corner of said Lot 436; thence westerly along the south line of Lots 436, 437, 461-465 and 489-491 approximately 647 feet to the east right-of-way line of Morton Avenue (50 feet wide) and the southwest corner of said Lot 491 of said "Ridgewood Estates"; thence northerly along west line of said Lot 491 approximately 34 feet and westerly along the south line of Lots 492 and 514-518 approximately 647 feet to the west right-of-way line of West Troy Avenue (50 feet wide) and east line of Lot 519 of said "Ridgewood Estates"; thence westerly along the west and north right-of-way line of said West Troy Avenue (50 feet wide) approximately 416 feet to the east line of "Oakland County Condominium Plan No. 123 - Laurentian Village" as recorded in Liber 6041, Page 895, Oakland County Records and west right-of-way line of said West Troy Avenue (50 feet wide); thence southerly along said condominium east line approximately 330 feet to the south right-of-way line of Jerome Street (50 feet wide); thence easterly along said south right-of-way to the northwest corner of Lot 549 and west line of said "Ridgewood Estates" approximately 25 feet; thence southerly along west line of said Lot 549 approximately 143 feet to a point on the north line of Lot 52 and "Practical Subdivision No. 4" being part of the Northwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 70 of Plats, Page 31, Oakland County Records; thence westerly along said north line approximately 360 feet to the east right-of-way line of Dante Street (60 feet wide) and southeast corner of "Kenwood Park Subdivision No. 2" being of Lots 2 and 3 of "Bailey and Walsh Subdivision" in the North 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 38, Oakland County Records; thence northerly along said east right-of-way line approximately 30 feet and westerly along the north right-of-way line of Granzon Avenue (60 feet wide) approximately 547 feet to the southeast corner of Lot 616 of "Kenwood park Subdivision No. 1" being of Lot 4 of "Bailey and Walsh Subdivision" in the North 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 37, Oakland County Records; thence southerly along centerline of 18 foot wide alley adjacent to Lots 1-39 of "Joseph J. Treppa's Cadillac Homes Subdivision" of the South 1/2 of the Northwest 1/4 of Section 32, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 19 of Plats, Page 24, Oakland County Records, approximately 710 feet to the south right-of-way line of Albany Street (50 feet wide); thence easterly along said south right-of-way line 10 feet to the northwest corner of Lot 1 of "Capital Sub" being part of the Northwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 88 of Plats, Page 16, Oakland County Records; thence southerly along west line of said Lot 1 approximately 120 feet to the southwest corner of said Lot 1; thence easterly along south line of Lots 1 and 2 approximately 120 feet to the west line of said "Capital Sub"; thence southerly

along said west line approximately 519 feet to the southwest corner of Lot 37 and south line of said "Capital Sub"; thence easterly along said south line approximately 395 feet; thence the following three courses: 1) southerly approximately 365 feet; 2) westerly approximately 280 feet; 3) southerly 250 feet to the north right-of-way line of Northend Avenue (86 feet wide); thence southeasterly approximately 100 feet to the south right-of-way line of said Northend Avenue (86 feet wide) and northwest corner of Lot 5 of "Queens Subdivision" a part of the Northwest 1/4 of the Southwest 1/4 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 142 of Plats, Pages 27 and 28, Oakland County Records; thence southerly along west line of said Lot 5 approximately 548 feet; thence westerly approximately 110 feet and southerly approximately 360 feet to the south right-of-way line of Cloverdale Avenue (60 feet wide); thence the following five courses: 1) easterly along said south right-of-way line approximately 181 feet; 2) southerly approximately 200 feet; 3) easterly approximately 421 feet; 4) southerly approximately 182 feet; 5) easterly approximately 403 feet to the centerline of Fern Street (60 feet wide); thence southerly along said centerline approximately 498 feet; thence the following four courses: 1) westerly approximately 858 feet; 2) southerly approximately 485 feet; 3) westerly approximately 226 feet; 4) southerly approximately 233 feet to the north right-of-way line of West Eight Mile Road (M-102) (151 feet wide); thence westerly along said north right-of-way line approximately 401 feet to the southwest corner of Lot 108 and east line of a 20 foot wide alley of "Assessors Eight Mile Superhighway Subdivision No. 1" a resubdivision of lots 1357 to 1375 inclusive, 1452 to 1488 inclusive, 1545 to 1561 inclusive, 1638 to 1653 inclusive, and vacated alleys of "Kenwood Park subdivision No. 4", in the village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 49 of Plats, Page 14, Oakland County Records; thence northerly along alley east line and west line of Lots 108-103 of said "Assessors Eight Mile Superhighway Subdivision No. 1" approximately 125 feet and westerly approximately 20 feet to a point on the north line of alley and of said "Assessors Eight Mile Superhighway Subdivision No. 1" and south line of Lot 93 of "Schaefer Highway Estates Subdivision" being part of the East 1/2 of the Southeast 1/4 of Section 31, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 28 of Plats, Page 51, Oakland County Records; thence northerly approximately 1,725 feet to the north line of said "Schaefer Highway Estates Subdivision" and the southeast corner of Lot 682 and west line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 2" being part of the Northeast 1/4 of the Southeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 42 of Plats, Page 31, Oakland County Records; thence easterly approximately 10 feet to centerline of said alley and west line of Oakland County Condominium Plan No. 1907 "Park Place of Oak Park" as recorded in Liber 38460, Page 773, Oakland County Records; thence northerly along said centerline and west line approximately 641 feet to the south right-of-way line of Northend Avenue (86 feet wide); thence northerly approximately 86 feet to the southwest corner of Lot 1115 and east line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 4" being part of the Southeast 1/4 of the Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 11, Oakland County Records; thence northerly along alley east line and west line of Lots 1115-1102 approximately 287 feet to the northwest corner of Lot 1102 and north line of said "Division Heights Manor Subdivision No. 4"; thence the following three courses: 1) northerly along east line of alley approximately 240 feet; 2) westerly 20 feet to the west line of said alley; 3) northerly approximately 80 feet to the south line of Lot 70 and "Green Manor Subdivision" part of the Northeast 1/4 of Section 31, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 25, Oakland County Records; thence easterly along said south line approximately 50 feet to the southwest corner of Lot 69 of said "Green Manor

Subdivision"; thence northerly approximately 305 feet to the northwest corner of Lot 62 of said "Green Manor Subdivision"; thence westerly approximately 64 feet to the southwest corner of Lot 63 of said "Green Manor Subdivision"; thence northerly along the west line of Lots 63-68 of said "Green Manor Subdivision" approximately 356 feet to the south line Lot 476 and south line of "Pleasant Ridge Manor No. 1" a subdivision of the Northeast 1/4 of Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, page 24, Oakland County Records; thence easterly along said south line approximately 24 feet to the centerline of a 20 foot wide alley; thence northerly along said alley centerline adjoining Lots 482-461 approximately 308 feet and westerly approximately 16 feet to a point 6 feet west of alley west line of said "Pleasant Ridge Manor No. 1"; thence northerly approximately 90 feet to the south right-of-way line of Granzon Avenue (60 feet wide); thence northeasterly approximately 60 feet to the southwest corner of Lot 456 and east line of 20 foot wide alley of said "Pleasant Ridge Manor No. 1"; thence northerly along said east alley line and west line of Lots 456-422 of said "Pleasant Ridge Manor No. 1" approximately 700 feet and westerly along north line of 20 foot wide alley and south line of Lots 416-386 approximately 1,081 feet to the southwest corner of said Lot 386 and east right-of-way line of Parklawn Street (60 feet wide) of said "Pleasant Ridge Manor No. 1"; thence westerly approximately 80 feet to the west right-of-way line of said Parklawn Street (60 feet wide) and centerline of a 20 foot wide alley of "Kenwood Park" being a subdivision of the West 1/2 of the Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 20, Oakland County Records; thence westerly along said alley centerline and adjoining Lots 1-13, 588 and 469 approximately 262 feet to the east right-of-way line of Cloverlawn Street (60 feet wide) of said "Kenwood Park"; thence northerly along said east right-of-way line approximately 350 feet to the southwest corner of Lot 19 and south line of "Cloverlawn Subdivision" being part of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 69 of Plats, Page 21, Oakland County Records; thence easterly along said south line approximately 268 feet to the west right-of-way line of said Parklawn Street (60 feet wide); thence southerly along said west right-of-way line approximately 40 feet and easterly approximately 160 feet to the northeast corner of Lot 25 and west line of Lot 3 of "Derby Oak Park Subdivision" of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 67 of Plats, Page 16, Oakland County Records; thence northerly along west line of Lot 3 and east line of Lots 25-10 approximately 980 feet to the northwest corner of said Lot 3 and south right-of-way line of Kenwood Street (60 feet wide) of said "Derby Oak Park Subdivision"; thence easterly along said south right-of-way line and north line of said Lot 3 approximately 308 feet to the northeast corner of said Lot 3 and west right-of-way line of Kipling Street (60 feet wide); thence southerly along said west right-of-way line and east line of said Lot 3 approximately 406 feet and easterly along the south right-of-way line of Sylvan Court (60 feet wide) approximately 318 feet to the northeast corner of Lot 2 and west line of Lot 1 of said "Derby Oak Park Subdivision"; thence southerly along said west line and east line of said Lot 2 approximately 35 feet; thence within said lot 1 the following four courses : 1) easterly approximately 221 feet; 2) northeasterly approximately 49 feet; 3) northerly approximately 218 feet to the north line of said Lot 1; 4) westerly along said north line approximately 27 feet to the southwest corner of Lot 5 of said "Derby Oak Park Subdivision"; thence northerly along the west line of said Lot 5 approximately 210 feet to the intersection of the north right-of-way line of Kenwood Street (60 feet wide) and the centerline of Geoffrey Court (60 feet wide); thence westerly along said north right-of-way line of Kenwood Street (60 feet wide) and south line of Lot 6 approximately 832 feet to the southeast corner of Lot 9 and west right-of-way line of Elaine Street (60 feet wide) of said "Derby Oak Park Subdivision"; thence northerly along said west right-of-way line and east line

of Lots 9-7 approximately 231 feet and westerly along the north line of said Lot 7 approximately 145 feet to the northwest corner of said Lot 7 and the east line of "Parklane Subdivision" being part of the West 1/2 of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 21, Oakland County Records and the west line of "Campbell's Sunset Park Subdivision" of part of Southeast 1/4 of Section 30, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 47 of Plats, Page 43, Oakland County Records; thence northerly along said west line and said east line and east line of Lots 113-125 and 127 of said "Parklane Subdivision" approximately 1,359 feet to the northwest corner of "Coolidge Highway Subdivision" of part of the Northeast 1/4 of the Southeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 12, Oakland County Records; thence easterly along the north line of said "Coolidge Highway Subdivision" approximately 1,126 feet to the northwest corner of Lot 16 of "George Sherman Subdivision" of part of Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 68 of Plats, Page 8, Oakland County Records; thence northerly along the west line of said Lot 16 approximately 180 feet to the north right-of-way line of Allan Avenue (60 feet wide); thence westerly along said north right-of-way line approximately 117 feet to the southwest corner of Lot 21 and east right-of-way line of Ridgedale Street (60 feet wide) of said "George Sherman Subdivision"; thence northerly along said east right-of-way line approximately 265 feet to the southwest corner of Lot 23 of said "George Sherman Subdivision"; thence the following three courses: 1) easterly along south line of said Lot 23 approximately 120 feet to the southeast corner of said Lot 23; 2) northerly along east line of Lots 23 and 24 approximately 115 feet to the northeast corner of said Lot 24; 3) westerly along north line of said Lot 24 approximately 120 feet to the northwest corner of said Lot 24 and east right-of-way line of said Ridgedale Street (60 feet wide); thence the following three courses: 1) northerly along east right-of-way line of said Ridgedale Street (60 feet wide) approximately 300 feet; 2) easterly approximately 134 feet; 3) northerly approximately 330 feet to the northeast corner of Lot 185 of "Smokler's Oak Park Sub. No. 2" of part of the Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 20, Oakland County Records; thence the following three courses: 1) westerly along the north line of said Lot 185 approximately 24 feet; 2) northerly approximately 157 feet; 3) easterly approximately 34 feet to the centerline of a vacated 20 foot wide alley of "Pleasant Ridge Manor" a subdivision of part of the Northeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 29, Oakland County Records; thence northerly along said vacated alley centerline and adjoining Lots 98-62 and Lot 102-118 of said "Pleasant Ridge Manor" approximately 800 feet and easterly approximately 10 feet to the east line of a 20 foot wide alley and southwest corner of Lot 60 of said "Pleasant Ridge Manor"; thence northerly along said alley east line and west line of adjacent Lots 60-46 approximately 310 feet and westerly 20 feet to the west line of said alley and centerline of a vacated 20 foot wide alley being 10 feet south of the southeast corner of Lot 40 of "Pleasant Ridge Manor"; thence westerly along said vacated alley centerline approximately 70 feet and northerly along the west line of Lot 38 approximately 170 feet to the North line of said Section 30; thence easterly along said North line approximately 250 feet to the POINT OF BEGINNING



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Approval of Agreement between the City of Oak Park and Oakland County to open an investment account in their Local Government Investment Pool (LGIP) Program.

DEPARTMENT: Finance/Treasury

SUMMARY: The Oakland County Treasurer's office offers an investment program to all public entities in Oakland County, Michigan (copy of proposed agreement attached). The investment option is called the "Local Government Investment Pool (LGIP)". The investment pool is an authorized investment under Public Act 20 of the State of Michigan. The LGIP allows for liquidity with the City's operating cash while maximizing return on investment. While past net investment return is no guarantee of future returns, for the past few years the LGIP investment pool has experienced a rate of return **3 to 4 times greater** than what the City has been receiving from their current banking arrangement. Adding this investment option is a significant upgrade to the City's overall investment strategy.

FINANCIAL STATEMENT: There is no cost to participate in this program (minimal investment management fees charged monthly) and there is an anticipated net increase in overall revenue Citywide (Oak Park pools all cash and investments and all funds of the City would share in the projected increase in interest income).

RECOMMENDED ACTION: Authorization for the City of Oak Park to open a LGIP investment account with the Oakland County Treasurer's Office and to authorize the Finance Director/Treasurer to sign the attached agreement.

APPROVALS:

City Manager: _____

Finance Director: _____

**Agreement
Between
The County of Oakland
and**

This Agreement is made between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341 ("County") and the _____, _____ ("Participant"). In this Agreement, the County and the Participant may be referred to individually as "Party" or jointly as "Parties."

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

1. **Purpose of Agreement.** Pursuant to the Local Government Investment Pool Act, 1985 PA 121, MCL 129.141 *et seq.* the Parties enter into this Agreement to place surplus funds into an investment pool which the Oakland County Treasurer ("Treasurer") shall manage, invest, or reinvest the money on behalf of the Participant in the same manner as surplus county funds under 1943 PA 20, MCL 129.91 *et se.* Participation in the Local Government Investment Pool ("LGIP") is offered on a continuous basis to public entities in Oakland County, Michigan.
2. **Terms.**
 - 2.1. **Opening An Account.** Requests can be accepted until 10:00 a.m. on the date of investment; however, participants are urged to contact the County on the prior business day whenever practical. A properly completed application indicating all individuals authorized to transact for the account must be received for each account before redemption can be honored. Applications should be mailed to:

LGIP
Oakland County Treasurer
Investments Unit
1200 N Telegraph Rd. Department 479
Pontiac, MI 48341-0479
 - 2.2. **Separate Accounts.** Each Participant shall have their funds maintained in a separate account designated by name and number. Each account shall show the deposits, earnings and withdrawals of the Participant.
 - 2.3. **Transaction Size and Investment Term.** An account must be opened with an initial investment of \$100,000. Subsequent transactions are not restricted in size.

Participants are encouraged, however, to consider the cost effectiveness of small transfers. Funds transferred to the LGIP should be considered longer-term funds and should remain in the portfolio for thirty (30) days or more. The LGIP should not be used as a money market type fund.

- 2.4. **Dividends and Distributions.** Net investment income is declared as a dividend to each Participant account. Dividends are accrued throughout the month and automatically reinvested in additional shares on the first day following month end. Participant's share of earnings will be based on their daily average account balance as a percent of all participants in the portfolio.
- 2.5. **How to Invest in the Portfolio.** Investments can be made through any of the following methods:

- 2.5.1. **By Wire:** Funds received by wire are invested for same day credit when the portfolio staff is notified prior to 10:00 a.m. on the date of investment. Investments are made on the assumption that the funds will be received and your account is automatically credited without waiting for the actual receipt of the funds. If unavoidable circumstances prevent the transfer of funds, it will be necessary for the portfolio to deduct the interest accrued for that date from the account's monthly dividend distribution. In the event this is necessary the Participant will always be contacted to discuss the circumstances and a follow up letter outlining the details will be provided. Advise the portfolio staff by 10:00 a.m. of your daily investment transactions by calling (248) 858-0626.

Instruct your bank to wire federal funds in the amount of your investment to:

PNC Bank
ABA #041000124
For credit to Account # 4255065437
Oakland County Transfer Account
FBO: LGIP - *Your Name*

- 2.5.2. **By Mail:** Checks drawn on your bank account should be made payable to the Oakland County Treasurer and mailed as follow:

LGIP
Oakland County Treasurer
Investment Unit
1200 N Telegraph Rd, Department 479
Pontiac, MI 48341-0479

Investment by check will delay credit to your account and the anticipated loss in earnings should be compared with the cost of a wire.

- 2.6. **Withdraws from the Portfolio.** Redemption can be made on any U.S. banking day provided that the Federal Wire system is available and that the County is also open. There are no redemption fees or withdrawal penalties; however, the LGIP must have a client authorization form on file before a redemption can be honored. All redemptions are executed by ACH transfer to the pre-established instructions on file

with the LGIP. Withdrawals can be any size up to the public units account balance. Prior day notice of pending withdrawals is required for both the efficient operations of the portfolio and for cost efficient transfers.

A redemption request can be made by either of the following methods:

- 2.6.1. **By E-mail:** Redemption requests by e-mail must be signed by "the Authorized Public Official" as indicated on the official application and must indicate the amount of the redemption, the LGIP account name, and the requested payment date. E-mail redemption requests received by the portfolio staff prior to 4:00 p.m. will be processed the next business day. The LGIP will ACH your redemption to your authorized bank account for credit in Federal Funds. Redemption requests received after 4:00 p.m. will be processed the day following the next business day.

E-mail redemption requests to **Both:** nepnh@oakgov.com & sutherlands@oakgov.com.

- 2.6.2. **By Letter:** Redemption requests by letter must indicate the amount of the redemption, the LGIP account name, and the requested payment date. Requests must be signed by "the Authorized Public Official" as indicated on the official application. Mail withdrawal requests will be honored the day following the receipt of the written request. Letter redemption requests can be faxed. Faxed letter requests received by the portfolio staff prior to 4:00 p.m. will be processed the next business day.

Fax or mail the request to:

LGIP
Oakland County Treasurer
Investment Unit
1200 N Telegraph Rd., Department 479
Pontiac, MI 48341-0479

Or by Fax: (248) 858-1810

- 2.7. **Monthly Statements.** Statements are mailed to Participants on a monthly basis. Statements contain the following information:
 - 2.7.1. *Average Monthly Yield* is an arithmetic average of the "Daily Yields" for the period.
 - 2.7.2. *Effective Yield* assumes reinvestment of the monthly dividend at the current "Average Monthly Yield." It is slightly higher due to the effect of monthly compounding.
 - 2.7.3. *Account Balance* reflects the ending balance for your account.
 - 2.7.4. *Account Summary (year-to-date)* reflects the accumulated calendar year-to-date dividend paid.

2.7.5. *Account Activity* describes each account transaction during the month.

2.8. Duties and Powers of the Treasurer:

2.8.1. The Treasurer shall invest the money in the investment pool with the degree of judgment and care, under circumstances then prevailing, that a person of prudence, discretion, and intelligence exercises in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of his or her capital as well as the probable income to be derived from an investment of his or her capital.

2.8.2. The Treasurer may use safekeeping depositories for the holding of securities. Security in the form of collateral, surety bond, or another form may be taken for the deposits or investments of an investment pool.

2.8.3. If a default occurs in the payment of principal, interest, or other income of an investment of the investment pool, the treasurer may do one (1) or more of the following:

2.8.3.1. Institute a proceeding to collect the matured principal, interest, or other income.

2.8.3.2. Accept a compromise, adjustment, or disposition of the matured principal, interest, or other income as the county treasurer considers advisable for the purpose of protecting the money invested in the investment pool.

2.8.3.3. Accept a compromise or adjustment as to future payments of principal, interest, or other income as the county treasurer considers advisable for the purpose of protecting money invested in the investment pool.

2.8.4. An order or warrant shall not be issued upon a Participant's account in an amount greater than the total of the account to which that order or warrant applies. If an order or warrant for an amount greater than the total of the account to which the order or warrant applies is issued and the order or warrant is paid, the county treasurer shall be personally liable under his or her official bond for the overdraft resulting from the payment.

2.9. Investment Policies.

2.9.1. Assets will be vested in a manner which will seek the highest investment return consistent with the preservation of principal; to manage the LGIP portfolio to meet the daily liquidity needs of participants; to ensure compliance with all Michigan statutes governing the investment of public funds; and to administer the LGIP in a manner which enables Participants to comply with generally accepted accounting principles and the Governmental Accounting Standards Board's (GASB) reporting requirements.

2.9.2. The Treasurer will manage the portfolio in accordance with certain risk limiting provisions which help maintain a stable net asset value (NAV) of \$1.00 per share. Although the LGIP cannot guarantee a \$1.00 share price, this goal is facilitated as follows:

2.9.2.1. The LGIP is managed in accordance with the "2a- 7 like pool" risk limiting requirements of GASB Statement No. 31.

2.9.2.2. The portfolio securities are valued by the amortized cost method, and on a monthly basis this valuation is compared to current market to monitor any variance.

2.9.2.3. At the time of purchase, portfolio securities must have a remaining maturity of three years or less.

2.9.2.4. Whenever possible, investments are limited to short-term, high quality credits that can be readily converted into cash with little price variation.

2.10. Investment Management.

2.10.1. The Treasurer and the Investment Unit of the Treasurer's office serve as investment adviser to the portfolio. The Treasurer and his staff are responsible for the direct management of the investments; the development of cash management policies; forecasting cash receipts and disbursements; procurement of banking services, and the issuance and management of the County's debt.

2.10.2. The Treasurer's investment staff, subject to approved policies and guidelines issued by the Oakland County Board of Commissioners, make investment decisions for the portfolio and execute orders to buying and selling of securities on behalf of the portfolio. The Treasurer has contracted with JPMorgan Chase Bank, N.A. (which may change from time to time based on the direction of the Treasurer) to provide Custody services for the portfolio.

2.11. Management Fees.

2.11.1. Pool participants are charged an all-inclusive .037% annual management fee, which is deducted from the earnings prior to distribution to participants. For example, the *annual fee* for each \$1,000 invested in the LGIP is \$0.37. The fee is totally transparent to participants.

2.11.2. The management fee is based on both Direct and indirect costs associated with the operation of the investment pool and therefore, can change from time to time based on changes in those costs.

2.12. **Performance.** The County's portfolio has consistently exceeded its investment objective of providing investors with a high level of current investment income consistent with the constants of its primary objective of preservation of principal. Keep in mind that past performance does not indicate how the portfolio will perform

in the future. The portfolio is subject to several risks such as stock market risk, interest rate risk, credit risk and management risk, all of which could lower investment return.

- 2.13. **Yield Information.** The portfolio yield is available on a daily basis by calling the Treasurer's Investment staff at (248) 858-0626. Yields are quoted net of the management and administration fee.
- 2.13.1. The "Daily Yield" refers to the income generated by your investment on that day, expressed as an annual percentage. Both the Daily Yield and the Average Monthly Yield reflect the same methodology-averaged over the applicable period.
- 2.13.2. The "Effective Yield" assumes that the income earned is reinvested based on the stated period. It is slightly higher due to the effect of monthly compounding.
- 2.14. **Net Asset Value (Nav).** The NAV of the portfolio is determined at the close of each business day. It is calculated by adding the amortized cost value of all portfolio securities and other assets, deducting actual and accrued liabilities, and dividing by the number of units (shares) outstanding.
- 2.15. **Valuation.** The portfolio is valued by the amortized cost valuation technique, which does not take into account unrealized gains and losses. Externally managed pools are permitted to use this method of valuation pursuant to Rule 2a-7 of the Securities and Exchange Commission; provided, certain risk limiting conditions are met to minimize share price fluctuations. The portfolio adheres to these rules pursuant to its investment guidelines.
- 2.15.1. The amortized cost valuation method values securities at their acquisition cost adjusted for amortization of premium or accretion of discount rather than at their value based on current market factors. While this method provides certainty of valuation, it may result in periods during which values as determined by amortized cost are higher or lower than the price the LGIP would receive if the individual securities were sold. To monitor the extent of any fluctuation, the LGIP portfolio is marked-to-market on a monthly basis and the market-based valuation is compared to the amortized cost valuation.
- 2.16. **Maintenance Of Constant Share Price.** Shares are purchased and redeemed at their NAV which, barring extraordinary circumstances, will maintain the constant price of \$1.00 per share. Management procedures used to facilitate this end include minimizing market and credit risks while maintaining sufficient liquidity through investments in short-term, high quality credits that can readily be converted into cash with limited price variation.
- 2.17. **Safekeeping Policies.**
- 2.17.1. Established safekeeping policies of the portfolio ensure that securities purchased by the Treasurer's office are held in a manner that maximizes the

Treasurer's ability to maintain control over such securities at all times. All deliverable security transactions are conducted as delivery versus payment (DVP); i.e., the custody bank will not release the funds to pay for purchased securities until securities are delivered, regardless of settlement date. Portfolio securities are required to be held in the portfolio's custody account and kept separate from all securities owned by the bank. The ownership and title to such securities remain vested in the Treasurer, the legal custodian of the securities. The Trust Department of J.P. Morgan (current portfolio custodian), holds the portfolio's securities, in custody, if items are deliverable.

- 2.17.2. **Repurchase Agreements**, if used, are collateralized at 105% with U.S. Treasury and/or federal agency securities. A custodial bank holds the collateralized securities for the portfolio until the agreement(s) matures. Provisions of the repurchase agreement require the securities to be marked to market on a daily basis. At the time of pricing, market value must equal at least 105% of the repurchase agreement principal, plus accrued interest in the case of term repurchase agreements.
- 2.18. **GASB Statement No.3**. Pooled investment funds, like the LGIP, are recognized as an investment type under GASB Statement No.3; which states that if a governmental entity invests in a Pool managed by another government, no disclosure of the individual deposits and investments of the Pool nor disclosure of the credit risk category is required by the participating public entity. These disclosures are provided in the audited financial statements of the County. Investment in the County portfolio (LGIP) should be treated as an investment with a market value equal to the value of the entity's investment. In the case of the LGIP, the value would be the dollar value of the individual participant account value as of the reporting date.
- 2.19. **Audit And Compliance**. The County's external auditor examines the financial statements and the portfolio as of the close of each fiscal year. The external auditor also assesses the accounting principles used and the management of the portfolio and evaluates the overall financial statement presentation. The audited financial statements and the Independent Auditor's Report are available for participant review. The portfolio also presents monthly performance data and portfolio market valuation to the Finance Committee of the Board of Commissioners for their review.
- 2.20. **Change Of Authorization**. The LGIP application permits the "Authorized Public Official" to delegate authority to other individuals to act on their behalf in communicating transaction information to the LGIP. If there is a change in the status of any of the authorized individuals, it is the responsibility of the " Authorized Public Official" to immediately notify the portfolio staff. Maintaining up-to-date records prevents possible delays in transfers and ensures the integrity of the program.
- 2.21. **Closing An Account**. Participants should contact portfolio staff for assistance in closing an account.
 - 2.21.1. You may close your account at any time (except as stated otherwise in this Client Agreement). The same signatures required for making withdrawals are required to close the account.

- 2.21.2. We reserve the right to close your account at any time for any reason. We will try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close your account if a zero balance remains for over forty-five (45) days.
 - 2.21.3. If we close your account, we will send you a check for your final balance, if any, minus applicable service fees.
- 2.22. **Account Errors and Problem Resolution Procedures.** If you think there has been an error in an electronic transaction, including the wrong amount of cash dispensed, an automatic deposit or a transfer that has not been credited properly, or an incorrect record, contact us as soon as possible. We will investigate and resolve each problem as quickly as possible. As soon as you contact us, we will start our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- 2.22.1. You have a responsibility to review your account statements in a timely manner and to notify us promptly of any errors. You must notify us in writing within thirty (30) days after we send or make available to you your account statement and accompanying items of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization.
 - 2.22.2. You also agree that any suit you bring based on an account error, discrepancy, or unauthorized transaction must be brought within one year after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.
 - 2.22.3. If, by mistake, funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts for the necessary funds.
 - 2.22.4. We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.
- 2.23. **Emergency Circumstances.**
- 2.23.1. The Treasurer can postpone payment of redemption proceeds for up to seven calendar days. In addition, the Treasurer can suspend redemptions and/or postpone payments of redemption proceeds beyond seven calendar days at times when the New York Stock Exchange is closed or during emergency circumstances, as determined by the U.S. Securities and Exchange Commission.
 - 2.23.2. Notwithstanding any other term or provision of this Contract, the County shall not be liable to the Participant for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of the County and the County cannot reasonably accommodate or mitigate

the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the Participant of any such event.

- 2.24. **Fraud.** The County will not be responsible for any account losses due to fraud, so long as we reasonably believe that the person transacting business on an account is authorized to do so. Please take precautions to protect yourself from fraud. Keep your account information private, and immediately review any account statements that we send to you. Contact the Treasurer immediately about any transactions you believe to be unauthorized.
- 2.25. **Our Responsibility to You.** If we do not complete a transfer to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- 2.25.1. If, through no fault of ours, you did not have enough money in your account to make the transfer.
 - 2.25.2. If the transfer would have caused you to exceed your available credit.
 - 2.25.3. If circumstances beyond our control, or natural disasters such as fire or flood, prevented the transfer, despite reasonable precautions taken by us.
 - 2.25.4. If we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive your stop payment instructions at least three business days before the transfer was scheduled to be made, or
 - 2.25.5. If through no fault of ours, the money in your account was attached, subject to legal process or was blocked in some other way, or
- 2.26. **Our Right To Refuse Deposits.** We may, at our discretion, refuse to accept funds for deposit to your account for any reason, including but not limited to:
- 2.26.1. Checks with multiple payees or endorsements, if we are unable to verify all signatures.
 - 2.26.2. Checks which we have reason to doubt are collectible.
 - 2.26.3. We will, to the extent practicable, try to facilitate your transaction by the best means available. Your account will not be credited until collection or processing is completed.
- 2.27. **Withdrawal Refusals.** In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common reasons we refuse withdrawal requests:
- 2.27.1. If the funds you wish to withdraw are not yet available.
 - 2.27.2. If there are insufficient funds in your account.

2.28. Legal Process.

- 2.28.1. We may comply with any writ of attachment, adverse claim, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. A fee for processing will be assessed. If we are not fully reimbursed for our record research, photocopying and handling costs by the party which served the process, we may charge such costs to your account, in addition to the minimum legal process fee.
- 2.28.2. Forfeited Accounts. If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in it will no longer earn interest, even if the funds are eventually returned to you.
- 2.28.3. Freedom of Information Act Requests: We will comply with Freedom of Information Act (MCL 15.231 *et. seq*) requests concerning the LGIP.
- 2.29. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between the County (including any of its employees) and the Participant (including any of its employees).
- 2.30. **No Indemnification.** Each Party shall be responsible for the acts and/or omissions of its employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend the other Party for any claim, damage or liability arising out of or stemming from services provided pursuant to this Agreement.
- 2.31. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation and/or any other right in favor of any other person or entity.
- 2.32. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- 2.33. **Agreement Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties.
- 2.34. **Duration.** This Agreement and any subsequent amendments shall be for a term of two years from the date the Agreement is signed by both parties. Unless the Agreement is terminated, the Agreement will be renewed automatically for successive two-year terms.
- 2.35. **Termination.**

- 2.35.1. Either Party may terminate this Agreement upon thirty (30) days written notice to the Other Party. Termination may be for any reason including convenience.
 - 2.35.2. Upon termination the County Treasurer or his Agent shall provide the Participant with all funds belonging to the Participant and a statement of all transactions, the earnings rate, and the dividend/interest from the date of the last statement to the date of termination.
- 2.36. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties and supercedes all other Agreements between the Parties governing the matters described here. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained here. This Agreement is not effective unless it is authorized by a resolution of the governing body of the Participant and a copy of that resolution is attached to this Agreement.

For _____:

Date

For the County of Oakland:

Andy Meisner
Oakland County Treasurer

Date

finalcontract

LOCAL GOVERNMENT INVESTMENT POOL

"INVESTMENT BROCHURE"

October 2004



TREASURERS OFFICE

**Andy Meisner
County Treasurer**

OVERVIEW

PURPOSE

The Local Government Investment Pool (LGIP) offers public entities of Oakland County the opportunity to participate in the County's diversified portfolio, which is structured to meet and exceed the requirements of Michigan's statutes regarding the investment of public funds. Within the framework of Michigan statutes, the LGIP is structured to provide public entities an investment alternative that minimizes the risk of principal loss, while offering liquidity and a competitive rate of return. Through the LGIP, public entities can share in the benefits and advantages of large-scale institutional investment management provided by the Investment Unit of the County Treasurer's office.

STATUTORY AUTHORITY

Section 4 of Local Government Investment Pool Act allows the Treasurer of Oakland County, if authorized by the Board of Commissioners, to establish a local government investment pool (LGIP).

POLICY STATEMENT

It is the policy of the LGIP, pursuant to the Investment Policy of Oakland County, to invest the LGIP assets in a manner which will seek the highest investment return consistent with the preservation of principal; to manage the LGIP portfolio to meet the daily liquidity needs of participants; to ensure compliance with all Michigan statutes governing the investment of public funds; and to administer the LGIP in a manner which enables localities to comply with generally accepted accounting principles and the Governmental Accounting Standards Board's (GASB) reporting requirements. LGIP is offered exclusively and continuously to public entities of Oakland County.

The County Treasurer is committed to managing the portfolio in accordance with certain risk limiting provisions which help maintain a stable net asset value (NAV) of \$1.00 per share. Although the LGIP cannot guarantee a \$1.00 share price, this goal is facilitated as follows:

- The LGIP is managed in accordance with the "2a- 7 like pool" risk limiting requirements of GASB Statement No. 31.
- The portfolio securities are valued by the amortized cost method, and on a monthly basis this valuation is compared to current market to monitor any variance.
- At the time of purchase, portfolio securities must have a remaining maturity of three years or less.
- Whenever possible, investments are limited to short-term, high quality credits that can be readily converted into cash with little price variation.

YIELD INFORMATION

The portfolio yield is available on a daily basis by calling the County Treasurer Investment staff at (248) 858-0626. Yields are quoted net of the management and administration fee.

The "Daily Yield" refers to the income generated by your investment on that day, expressed as an annual percentage. Both the Daily Yield and the Average Monthly Yield reflect the same methodology-averaged over the applicable period.

The "Effective Yield" assumes that the income earned is reinvested based on the stated period. It is slightly higher due to the effect of monthly compounding.

NET ASSET VALUE (NAV)

The NAV of the portfolio is determined at the close of each business day. It is calculated by adding the amortized cost value of all portfolio securities and other assets, deducting actual and accrued liabilities, and dividing by the number of units (shares) outstanding.

VALUATION

The portfolio is valued by the amortized cost valuation technique, which does not take into account unrealized gains and losses. Externally managed pools are permitted to use this method of valuation pursuant to Rule 2a-7 of the Securities and Exchange Commission; provided, certain risk limiting conditions are met to minimize share price fluctuations. The portfolio adheres to these rules pursuant to its investment guidelines.

The amortized cost valuation method values securities at their acquisition cost adjusted for amortization of premium or accretion of discount rather than at their value based on current market factors. While this method provides certainty of valuation, it may result in periods during which values as determined by amortized cost are higher or lower than the price the LGIP would receive if the individual securities were sold. To monitor the extent of any fluctuation, the LGIP portfolio is marked-to-market on a monthly basis and the market-based valuation is compared to the amortized cost valuation.

ADVANTAGES

The LGIP offers Oakland County public entities investment diversification, liquidity, and professional portfolio management. Through participation in the LGIP, Oakland County public entities can take advantage of:

1. **Convenience and Compliance** -Participants own shares of the County's diversified portfolio, which is managed in compliance with Michigan's state statutes.
2. **Cash Management** -Next day liquidity permits flexibility and fine-tuning of cash management needs.
3. **Costs**- All administrative and management fees are deducted from the portfolio earnings prior to distribution of the earnings to participants; therefore, fees are totally transparent to participants. (See Management Fees for fee calculation).
4. **Statements**- Monthly statements include all transactions, the earnings rate, and the monthly dividend/interest.
6. **Competitiveness** -The LGIP offers a competitive rate of return, which should enhance the rates offered to you on alternative investments.

PERFORMANCE

The County's portfolio has consistently exceeded its investment objective of providing investors with a high level of current investment income consistent with the constants of its primary objective of preservation of principal.

MANAGEMENT AND COMPLIANCE

INVESTMENT MANAGEMENT

The Treasurer of Oakland County and the Investment Unit of the County Treasurer's office serve as investment adviser to the portfolio. The Treasurer and his staff are responsible for the direct management of the investments; the development of cash management policies; forecasting cash receipts and disbursements; procurement of banking services, and the issuance and management of the County's debt.

The Treasurer's investment staff, subject to approved policies and guidelines issued by the Board of Commissioners, make investment decisions for the portfolio and execute orders to buying and selling of securities on behalf of the portfolio. The County Treasurer has contracted with a third party (which may change from time to time based on the direction of the County Treasurer) to provide Custody services for the portfolio.

MAINTENANCE OF CONSTANT SHARE PRICE

Shares are purchased and redeemed at their NAV which, barring extraordinary circumstances, will maintain the constant price of \$1.00 per share. Management procedures used to facilitate this end include minimizing market and credit risks while maintaining sufficient liquidity through investments in short-term, high quality credits that can readily be converted into cash with limited price variation.

MANAGEMENT FEES

Pool participants are charged an all-inclusive .037% annual management fee, which is deducted from the earnings prior to distribution to participants. For example, the *annual fee* for each \$1,000 invested in the LGIP is \$0.362129. The fee is totally transparent to participants.

The management fee is based on both Direct and indirect costs associated with the operation of the investment pool and therefore, can change from time to time based on changes in those costs.

SAFEKEEPING POLICIES

Established safekeeping policies of the portfolio ensure that securities purchased by the Treasurer's office are held in a manner that maximizes the Treasurer's ability to maintain control over such securities at all times. All deliverable security transactions are conducted as delivery versus payment (DVP); i.e., the custody bank will not release the funds to pay for purchased securities until securities are delivered, regardless of settlement date. Portfolio securities are required to be held in the portfolio's custody account and kept separate from all securities owned by the bank. The ownership and title to such securities remain vested in the Treasurer, the legal custodian of the securities. The Trust Department of the third party (current portfolio custodian), holds the portfolio's securities, in custody, if items are deliverable.

Repurchase Agreements, if used, are collateralized at 102% with U.S. Treasury and/or federal agency securities. A custodial bank holds the collateralized securities for the portfolio until the agreement(s) matures. Provisions of the repurchase agreement require the securities to be marked to market on a daily basis. At the time of pricing, market value must equal at least 102% of the repurchase agreement principal, plus accrued interest in the case of term repurchase agreements.

GASB STATEMENT NO.3

Pooled investment funds, like the LGIP, are recognized as an investment type under GASB Statement No.3; which states that if a governmental entity invests in a Pool managed by another government, no disclosure of the individual deposits and investments of the Pool nor disclosure of the credit risk category is required by the participating public entity. These disclosures are provided in the audited financial statements of the County. Investment in the County portfolio (LGIP) should be treated as an investment with a market value equal to the value of the entity's investment. In the case of the LGIP, the value would be the dollar value of the individual participant account value as of the reporting date.

AUDIT AND COMPLIANCE

The County's external auditor examines the financial statements and the portfolio as of the close of each fiscal year. The external auditor also assesses the accounting principles used and the management of the portfolio and evaluates the overall financial statement presentation. The audited financial statements and the Independent Auditor's Report are available for participant review. The portfolio also presents monthly performance data and portfolio market valuation to the Finance Committee of the Board of Commissioners for their review.

PARTICIPANT INFORMATION

OPENING AN ACCOUNT

Shares of the investment portfolio are offered on a continuous basis to public entities located in the County of Oakland. Requests can be accepted until 10:00 a.m. on the date of investment; however, participants are urged to contact the County on the prior business day whenever practical. An account can be opened with an initial investment of \$100,000. Subsequent investments or redemptions can be made in any amount. A properly completed application indicating all individuals authorized to transact for the account must be received for each account before redemption can be honored. Applications should be mailed to:

LGIP
Oakland County Treasurer
Investment Unit
1200 N Telegraph Rd. Department 479
Pontiac, MI 48341-0479

HOW TO INVEST IN THE LGIP

Investments can be made through any of the following methods:

1. **By Wire:** Funds received by wire are invested for same day credit when the portfolio staff is notified prior to 10:00 a.m. on the date of investment. Investments are made on the assumption that the funds will be received and your account is automatically credited without waiting for the actual receipt of the funds. If unavoidable circumstances prevent the transfer of funds, it will be necessary for the portfolio to deduct the interest accrued for that date from the account's monthly dividend distribution. In the event this is necessary the participant will always be contacted to discuss the circumstances and a follow up letter outlining the details will be provided. Advise the portfolio staff by 10:00 a.m. of your daily investment transactions by calling (248) 858-0626.

Instruct your bank to wire federal funds in the amount of your investment to:

PNC Bank
ABA #041000124
For credit to Account # 4255065437
Oakland County Transfer Account
FBO: LGIP - *Your Name*

2. **By Mail:** Checks drawn on your bank account should be made payable to the Oakland County Treasurer and mailed as follow:

LGIP
Oakland County Treasurer
Investment Unit
1200 N Telegraph Rd, Department 479
Pontiac, MI 48341-0479

Please be aware that investment by check will delay credit to your account and the anticipated loss in earnings should be compared with the cost of a wire.

HOW TO REDEEM FROM THE PORTFOLIO

Redemption can be made on any U.S. banking day provided that the Oakland County Treasurer's office is also open. There are no redemption fees or withdrawal penalties; however, the LGIP must have a client authorization form on file before a redemption can be honored. All redemptions are executed by ACH transfer to the pre-established instructions on file with the LGIP. Withdrawals can be any size up to the public units account balance. Prior day notices of pending withdrawals are required for both the efficient operations of the portfolio and for cost efficient transfers.

A redemption request can be made by either of the following methods:

1. **By E-mail:** Redemption requests by e-mail must be signed by "the Authorized Public Official" as indicated on the official application and must indicate the amount of the redemption, the LGIP account name, and the requested payment date. E-mail redemption requests received by the portfolio staff prior to 4:00 p.m. will be processed the next business day. The LGIP will ACH your redemption to your authorized bank account for credit in Federal Funds. Redemption requests received after 4:00 p.m. will be processed the day following the next business day.

E-mail redemption requests to **Both:** nephn@oakgov.com & sutherlands@oakgov.com.

2. **By Letter:** Redemption requests by letter must indicate the amount of the redemption, the LGIP account name, and the requested payment date. Requests must be signed by "the Authorized Public Official" as indicated on the official application. Mail withdrawal requests will be honored the day following the receipt of the written request. Letter redemption requests can be faxed. Faxed letter requests received by the portfolio staff prior to 4:00 p.m. will be processed the next business day.

Fax or mail the request to:

LGIP
Oakland County Treasurer
Investment Unit
1200 N Telegraph Rd., Department 479
Pontiac, MI 48341-0479

Or by Fax: (248) 858-1810

TRANSACTION SIZE

An account may be opened with an initial investment of \$100,000. Subsequent transactions are not restricted in size. Participants are encouraged, however, to consider the cost effectiveness of small transfers.

CHANGE OF AUTHORIZATION

The LGIP application permits the "Authorized Public Official" to delegate authority to other individuals to act on their behalf in communicating transaction information to the LGIP. If there is a change in the status of any of the authorized individuals, it is the responsibility of the "Authorized Public Official" to immediately notify the portfolio staff. Maintaining up-to-date records prevents possible delays in transfers and ensures the integrity of the program.

CLOSING AN ACCOUNT

Participants should contact portfolio staff for assistance in closing an account.

DIVIDENDS AND DISTRIBUTIONS

Net investment income is declared as a dividend to each participant account. Dividends are accrued throughout the month and automatically reinvested in additional shares on the first day following month end.

MONTHLY STATEMENTS

Statements are mailed to Participants on a monthly basis. Statements contain the following information.

Average Monthly Yield is an arithmetic average of the "Daily Yields" for the period.

Effective Yield assumes reinvestment of the monthly dividend at the current "Average Monthly Yield." It is slightly higher due to the effect of monthly compounding.

Account Balance reflects the ending balance for your account.

Account Summary (Year-to-Date) reflects the accumulated calendar year-to-date dividend paid.

Account Activity describes each account transaction during the month.

COMMUNICATION WITH PARTICIPANTS

The LGIP strives to provide ongoing communication between LGIP management and participants to assist them in evaluating their investment decisions and to keep participants abreast of information relative to the operation of the LGIP. In addition, a copy of the LGIP investment portfolio at market value and original cost is furnished at any other time upon request.

ADMINISTRATION

Andy Meisner, County Treasurer

Jody Weissler DeFoe, Chief Deputy Treasurer

INVESTMENT UNIT

Natalie Neph, Investment Administrator

Sheryl Sutherland, Revenue Collection Specialist

ADDRESS

Street Address: Oakland County Treasurer
1200 N Telegraph Rd., Department 479
Pontiac, MI 48341-0479

Telephone Number: (248) 858-0626

Facsimile Number: (248) 858-1810

SAMPLE AUTHORIZING RESOLUTION BY LOCAL GOVERNMENTAL ENTITY

CITY OF _____

COUNTY OF OAKLAND, MICHIGAN

Minutes of a special meeting of the City Board of the City of _____, Oakland County, Michigan held at the City Hall, _____, _____, Michigan, on the _____ day of _____, 200_ at _____ P.M.

Present: _____ Absent: _____

RESOLUTION AGREEING TO ENTER INTO A LOCAL GOVERNMENT INVESTMENT POOL WITH THE OAKLAND COUNTY TREASURER

WHEREAS, The Oakland County Treasurer is authorized by County Board Resolution to establish a local government investment pool, and

WHEREAS, the City Treasurer is authorized, through City Board Resolution, to enter into a contract with the County Treasurer for deposit of money in the investment portfolio, and

WHEREAS, the terms and conditions regarding the deposit of money in the investment portfolio are stated in a uniform contract which has been approved by the Michigan Department of Treasury,

WHEREAS, by authorizing the City Treasurer to enter into the agreement with the Oakland County Treasurer it is also amending the their Investment policy to include local government investment pools as an authorized investment instrument,

NOW, THEREFORE, BE IT RESOLVED, that the Board of the City of _____ authorizes the Treasurer, to enter into the local investment pool and to sign the Investment Portfolio Agreement, as attached to this Resolution as Exhibit A.

AYES: _____ NAYS: _____

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of the City of _____, at a regular meeting held on the date stated above. I further certify that public notice given as provided by law.

_____, Clerk

City of _____

SAMPLE AUTHORIZING RESOLUTION BY LOCAL GOVERNMENTAL ENTITY

CHARTER TOWNSHIP OF _____

COUNTY OF OAKLAND, MICHIGAN

Minutes of a special meeting of the Township Board of the Charter Township of _____, Oakland County, Michigan held at the Township Hall, _____, _____, Michigan, on the _____ day of _____, 200_ at _____ P.M.

Present: _____ Absent: _____

RESOLUTION AGREEING TO ENTER INTO A LOCAL GOVERNMENT INVESTMENT POOL WITH THE OAKLAND COUNTY TREASURER

WHEREAS, The Oakland County Treasurer is authorized by County Board Resolution to establish a local government investment pool, and

WHEREAS, the Township Treasurer is authorized, through Township Board Resolution, to enter into a contract with the County Treasurer for deposit of money in the investment portfolio, and

WHEREAS, the terms and conditions regarding the deposit of money in the investment portfolio are stated in a uniform contract which has been approved by the Michigan Department of Treasury,

WHEREAS, by authorizing the Township Treasurer to enter into the agreement with the Oakland County Treasurer it is also amending the Township's Investment policy to include local government investment pools as an authorized investment instrument,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Charter Township of _____ authorizes the Township Treasurer, to enter into the local investment pool and to sign the Investment Portfolio Agreement, as attached to this Resolution as Exhibit A.

AYES: _____ NAYS: _____

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of _____, at a regular meeting held on the date stated above. I further certify that public notice given as provided by law.

_____, Clerk

Charter Township of _____

Application Form

LOCAL GOVERNMENT INVESTMENT POOL

Oakland County, Michigan
County Treasurers office
1200 N Telegraph Rd., Department 479
Pontiac, MI 48341-0479
Telephone (248) 858-0626
Fax (248) 858-1810

New Account / Account Change (circle one)

Date: _____

Public Unit Name / Account Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Tax Identification Number: _____

E-mail address: _____

I _____, _____

Name & Title of Authorized Public Official (Type or Print)

Signature

Of _____, am the duly authorized public official charged with the duty of handling public funds for the aforementioned public unit. Pursuant to such authority, I am authorized to delegate and have delegated to the following persons the authority to communicate with the County Treasurer's office to advise of local decisions to deposit or withdraw funds from the Local Government Investment Pool, including myself:

1. _____

2. _____

(Title)

(Title)

The County Treasurer's office is hereby authorized to make deposits or withdrawals from this public unit's account upon receipt of telephone instructions from the above named individual(s), who will identify themselves by name and public unit name. Such individuals are authorized to act for this public unit until their authority is revoked by written notice to the County Treasurer's office, which notice will be effective upon receipt.

WITHDRAWAL ACH TRANSFER INSTRUCTIONS:

I hereby authorize the County LGIP to act upon instructions received by telephone to have amounts withdrawn from my account in the LGIP and sent by ACH to the bank account designated below. Exceptions to these instructions will not be honored.

Name of Bank	_____
ABA #	_____
Account Number	_____
Account Name	_____
Bank Address	_____



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid False Alarm Invoices

DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for False Alarms, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for False Alarm Charges.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager

Director:

Finance Director:

EXHIBITS

**UNPAID FALSE ALARM INVOICES
PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICT**

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for False Alarm charges:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$ 2,310.00** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

FALSE ALARM INVOICES - SAD 647

Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv. Amt.	Penalty 10%	Total Amt Due
15-0002810	25-31-451-011 QUEDSOO PROPERTIES, LLC	100	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	100	10	110
15-0002812	25-31-129-076 BENTLEY HOMES INC	100	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	100	10	110
15-0002813	25-32-126-004 LAUDON PROPERTIES LLC	50	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	50	5	55
15-0003057	52-25-29-203-019 DURR, EBONY	300	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	300	30	330
15-0003058	52-25-33-152-060 T & W TOOL & DIE CORP	600	0	FAL2	FALSE ALARM CHARGE	600	60	660
15-0003060	52-25-32-101-005 C & N BUILDING, LLC	200	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	200	20	220
15-0003063	52-25-29-101-063 PARKWOODS PLAZA CENTER, LLC	50	0	FAL2	FALSE ALARM CHARGE	50	5	55
15-0003066	52-25-31-229-011 MANGHAM, DAVID	100	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	100	10	110
15-0003072	52-25-32-301-001 KASSAB PROPERTIES, LLC	100	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	100	10	110
15-0003073	52-25-28-308-017 LYONS, WILLIAM J & CHRISTINA	150	0	FAL1	FALSE ALARM WARNING	0	0	0
				FAL2	FALSE ALARM CHARGE	150	15	165
15-0003075	52-25-31-451-011 QUEDSOO PROPERTIES, LLC	150	0	FAL2	FALSE ALARM CHARGE	150	15	165
15-0003076	52-25-32-126-004 LAUDON PROPERTIES LLC	200	0	FAL2	FALSE ALARM CHARGE	200	20	220
						\$2,100.00	\$210.00	\$2,310.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Weed Mowing

DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Weed Mowing, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Weed Mowing.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager:

A handwritten signature in black ink, appearing to be "Cheryl R.", written over a horizontal line.

Director:

A horizontal line for a signature.

Finance Director:

A handwritten signature in black ink, appearing to be "C. A. R.", written over a horizontal line.



UNPAID WEED MOWING INVOICES PROPOSAL FOR SPECIAL ASSESSMENT DISTRICT

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for Weed Mowing:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$23,039.51** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

WING INVOICES - SAD 648

Inv. Date	Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv. Amt	10% Penalty	Total Amt Due
3/9/2015	15-0002764	25-32-603-001 RICHLAND TOWERS	311.72	0	WMCI	WEED MOWING	311.72	31.17	342.89
5/20/2015	15-0002903	25-31-203-001 BEAL, KEVIN	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
5/20/2015	15-0002904	25-32-229-027 WOODWARD, TIFFANY JEANNE	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
5/20/2015	15-0002905	25-32-204-034 BODROV, VALERIY	146.98	0	WMCI	WEED MOWING	146.98	14.70	161.68
5/20/2015	15-0002906	25-32-251-007 FELDMAN, YANIV	157.33	0	WMCI	WEED MOWING	157.33	15.73	173.06
5/20/2015	15-0002907	25-32-251-049 MEKHAEL, WILLIAM & BENJAMIN, LINDA	152.15	0	WMCI	WEED MOWING	152.15	15.22	167.37
5/20/2015	15-0002908	25-30-378-017 TESNER, DAVID J	128.86	0	WMCI	WEED MOWING	128.86	12.89	141.75
5/20/2015	15-0002911	25-31-203-025 SEARS, WYNETTA T	144.39	0	WMCI	WEED MOWING	144.39	14.44	158.83
5/20/2015	15-0002912	25-32-204-051 BUTBUL, YACOV	108.16	0	WMCI	WEED MOWING	108.16	10.82	118.98
5/20/2015	15-0002913	25-32-229-002 LEVI, EITAN	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
5/20/2015	15-0002914	25-32-126-011 BGB, LLC	159.91	0	WMCI	WEED MOWING	159.91	15.99	175.90
5/20/2015	15-0002915	25-29-333-031 HOME PROPERTIES, LLC	144.39	0	WMCI	WEED MOWING	144.39	14.44	158.83
5/20/2015	15-0002916	25-19-130-002 DABESH, THAFFAR & AMMAR	146.98	0	WMCI	WEED MOWING	146.98	14.70	161.68
5/20/2015	15-0002917	25-30-355-027 MASON, DARON	134.04	0	WMCI	WEED MOWING	134.04	13.40	147.44
5/20/2015	15-0002918	25-30-355-026 EBONY INVESTMENTS, LLC	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
5/20/2015	15-0002919	25-29-176-010 BEASLEY, VERNITA	51.93	0	WMCI	WEED MOWING	51.93	5.19	57.12
6/4/2015	15-0002930	25-31-204-002	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29

		SWISA, GABRIEL							
6/4/2015	15-0002933	25-30-330-006	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		BROOMFIELD, LEWIS							
6/4/2015	15-0002935	25-30-379-009	146.98	0	WMCI	WEED MOWING	146.98	14.70	161.68
		RAUDSZUS, MARCUS							
6/4/2015	15-0002936	25-19-429-015	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29
		NELSON, JAMES D							
6/4/2015	15-0002938	25-30-178-016	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29
		TRUDEAU, ANNA MARIE							
6/4/2015	15-0002939	25-31-203-033	146.98	0	WMCI	WEED MOWING	146.98	14.70	161.68
		GUEST, ALICE J							
6/4/2015	15-0002940	25-30-208-003	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
		GILL, INDERPREET & BALVINDER							
6/11/2015	15-0002946	25-30-154-008	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		MOTLEY, ROGER H & TINA							
6/11/2015	15-0002947	25-30-153-021	154.74	0	WMCI	WEED MOWING	154.74	15.47	170.21
		GREER, KENNETH E							
6/11/2015	15-0002948	25-28-103-008	281.53	0	WMCI	WEED MOWING	281.53	28.15	309.68
		SELLERS, WENDY							
6/11/2015	15-0002949	25-30-154-010	369.5	0	WMCI	WEED MOWING	369.50	36.95	406.45
		ABRAHAM, SARFATI AVI							
6/11/2015	15-0002950	25-31-203-025	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		SEARS, WYNETTA T							
6/11/2015	15-0002951	25-30-227-001	203.9	0	WMCI	WEED MOWING	203.90	20.39	224.29
		ROBBINS, BRENT							
6/11/2015	15-0002952	25-29-102-063	74.53	0	WMCI	WEED MOWING	74.53	7.45	81.98
		WILSON, LINDA							
6/11/2015	15-0002953	25-32-127-022	227.19	0	WMCI	WEED MOWING	227.19	22.72	249.91
		HOME OPPORTUNITY LLC							
6/11/2015	15-0002954	25-32-130-016	157.33	0	WMCI	WEED MOWING	157.33	15.73	173.06
		TZUR, SHAY							
6/11/2015	15-0002955	25-32-204-012	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
		MUKH, ALEXANDER & RACHEL R							
6/11/2015	15-0002956	25-33-105-008	134.04	0	WMCI	WEED MOWING	134.04	13.40	147.44
		3JS LLC							
6/11/2015	15-0002957	25-29-283-012	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		CHASE HOME FINANCE, LLC							

6/11/2015	15-0002959	25-31-129-030	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		AUSTIN, ANTOINETTE							
6/11/2015	15-0002960	25-31-129-046	123.69	0	WMCI	WEED MOWING	123.69	12.37	136.06
		LESTER, LARRY & BRENDA							
6/11/2015	15-0002961	25-31-481-008	157.33	80	WMCI	WEED MOWING	77.33	7.73	85.06
		REED, ERIC & BERNICE							
6/11/2015	15-0002962	25-31-278-041	123.69	0	WMCI	WEED MOWING	123.69	12.37	136.06
		DAVIS, MICHAEL							
6/11/2015	15-0002963	25-28-352-026	167.68	0	WMCI	WEED MOWING	167.68	16.77	184.45
		KAUFMAN, BORIS							
6/11/2015	15-0002965	25-32-227-025	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		VERTKIN, ALEXANDER & LUDA							
6/11/2015	15-0002968	25-32-201-010	131.45	0	WMCI	WEED MOWING	131.45	13.15	144.60
		MIDGETT, JERRY TRUST							
6/11/2015	15-0002969	25-32-105-016	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		DAKO, MIKHA & BASLAH							
6/11/2015	15-0002970	25-32-103-023	128.86	0	WMCI	WEED MOWING	128.86	12.89	141.75
		RIGHT BUY PROPERTIES							
6/11/2015	15-0002971	25-32-103-021	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
		OHANA, YEHOSSUA							
6/11/2015	15-0002972	25-31-451-009	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		MARK'S SEVEN INVESTMENTS 7, LLC							
6/11/2015	15-0002973	25-31-101-011	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		FORTRESS PROPERTY HOLDINGS LLC							
6/11/2015	15-0002975	2-25-30-203-01	172.85	0	WMCI	WEED MOWING	172.85	17.29	190.14
		ABDAAL, CHANEL							
6/11/2015	15-0002976	2-25-30-154-01	131.45	0	WMCI	WEED MOWING	131.45	13.15	144.60
		ABRAHAM, SARFATI AVI							
6/11/2015	15-0002977	25-29-352-027	162.5	0	WMCI	WEED MOWING	162.50	16.25	178.75
		KING, DIEDRA							
6/23/2015	15-0002983	25-30-379-009	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		RAUDSZUS, MARCUS							
6/23/2015	15-0002984	25-29-352-020	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		GRAVES, CAROLYN							
6/23/2015	15-0002985	25-29-254-013	172.85	0	WMCI	WEED MOWING	172.85	17.29	190.14
		JPMORGAN CHASE BANK							
6/23/2015	15-0002986	25-29-101-058	165.09	0	WMCI	WEED MOWING	165.09	16.51	181.60

	ROSENBERG, HYMAN								
6/23/2015	15-0002988	25-29-428-005	139.21	0	WMCI	WEED MOWING	139.21	13.92	153.13
	JACKSON, ADELAIDE E								
6/23/2015	15-0002990	25-29-157-013	211.66	0	WMCI	WEED MOWING	211.66	21.17	232.83
	WARREN, ANNIECE								
6/23/2015	15-0002992	25-30-334-021	159.91	0	WMCI	WEED MOWING	159.91	15.99	175.90
	MILLER, CHARLES L SR & CAROLYN D								
6/23/2015	15-0002993	25-31-480-009	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
	KEJEL, SAAD								
6/23/2015	15-0002994	25-28-103-008	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
	SELLERS, WENDY								
6/23/2015	15-0002995	25-31-178-018	113.34	0	WMCI	WEED MOWING	113.34	11.33	124.67
	HENDERSON, OLLIS & BETTYE J - TRUST								
6/23/2015	15-0002996	25-30-277-033	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
	JEFF BV-5FH								
6/23/2015	15-0002999	25-29-303-020	209.08	0	WMCI	WEED MOWING	209.08	20.91	229.99
	BAHNAM, EMYALDA & SUKKAR, NADIA								
6/23/2015	15-0003000	25-19-256-021	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
	K TECHNOLOGIES LLC								
6/23/2015	15-0003001	25-29-405-010	146.98	0	WMCI	WEED MOWING	146.98	14.70	161.68
	JPO MORGAN CHASE BANK								
6/23/2015	15-0003002	25-19-427-011	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
	SHAFNER, JILLIAN								
6/23/2015	15-0003003	25-19-227-041	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
	LUCAJ, NIKA								
6/23/2015	15-0003004	25-32-251-049	131.45	0	WMCI	WEED MOWING	131.45	13.15	144.60
	MEKHAEL, WILLIAM & BENJAMIN, LINDA								
6/23/2015	15-0003006	25-29-331-029	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
	FELDMAN, YANIV								
6/23/2015	15-0003008	25-29-407-011	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
	BAZINET, ROBERT & SUSAN								
7/8/2015	15-0003078	2-25-31-229-00	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
	FANNIE MAE AKA FEDERAL NATIONAL MTG								
7/8/2015	15-0003079	2-25-31-102-00	108.16	0	WMCI	WEED MOWING	108.16	10.82	118.98
	TURNER, RITA								
7/8/2015	15-0003080	2-25-32-229-02	128.86	0	WMCI	WEED MOWING	128.86	12.89	141.75
	WOODWARD, TIFFANY JEANNE								

7/8/2015	15-0003082	2-25-31-429-00	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		ATTISHA, HAZIM							
7/8/2015	15-0003083	2-25-30-405-00	77.11	0	WMCI	WEED MOWING	77.11	7.71	84.82
		JOHNSON, CAROL							
7/8/2015	15-0003084	2-25-30-230-02	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		HARGROVE, GERRY & ROBIN							
7/8/2015	15-0003085	2-25-19-408-03	123.69	0	WMCI	WEED MOWING	123.69	12.37	136.06
		NILAJ, LUAN							
7/8/2015	15-0003086	2-25-19-429-01	193.55	0	WMCI	WEED MOWING	193.55	19.36	212.91
		KHAMO, SABAH E & BERNADET							
7/8/2015	15-0003087	2-25-19-283-00	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		MERHI, HASSAN EL							
7/8/2015	15-0003088	2-25-19-130-00	134.04	0	WMCI	WEED MOWING	134.04	13.40	147.44
		DABESH, THAFFAR & AMMAR							
7/8/2015	15-0003090	2-25-30-154-00	118.51	0	WMCI	WEED MOWING	118.51	11.85	130.36
		MOTLEY, ROGER H & TINA							
7/8/2015	15-0003091	2-25-30-178-01	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29
		TRUDEAU, ANNA MARIE							
7/8/2015	15-0003092	2-25-31-129-03	113.34	0	WMCI	WEED MOWING	113.34	11.33	124.67
		AUSTIN, ANTOINETTE							
7/8/2015	15-0003093	2-25-31-129-04	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
		LESTER, LARRY & BRENDA							
7/8/2015	15-0003094	2-25-30-176-01	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		AGREE, SARAH G							
7/8/2015	15-0003096	2-25-31-203-03	180.61	0	WMCI	WEED MOWING	180.61	18.06	198.67
		GUEST, ALICE J							
7/8/2015	15-0003097	2-25-31-203-02	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		SEARS, WYNETTA T							
7/8/2015	15-0003099	2-25-31-101-01	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		FORTRESS PROPERTY HOLDINGS LLC							
7/8/2015	15-0003100	2-25-32-204-01	157.33	0	WMCI	WEED MOWING	157.33	15.73	173.06
		MUKH, ALEXANDER & RACHEL R							
7/8/2015	15-0003101	2-25-32-204-00	82.29	0	WMCI	WEED MOWING	82.29	8.23	90.52
		KIZY FAMILY TRUST							
8/4/2015	15-0003167	2-25-31-229-00	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		FANNIE MAE AKA FEDERAL NATIONAL MTG							
8/4/2015	15-0003168	2-25-29-352-02	87.46	0	WMCI	WEED MOWING	87.46	8.75	96.21

STUDNIK INVESTMENTS, LLC									
8/4/2015	15-0003169	2-25-29-331-02	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		FELDMAN, YANIV							
8/4/2015	15-0003170	2-25-28-177-00	157.33	0	WMCI	WEED MOWING	157.33	15.73	173.06
		CAO, JIM							
8/4/2015	15-0003171	2-25-29-477-03	154.74	0	WMCI	WEED MOWING	154.74	15.47	170.21
		CAMPBELL, DANNY G							
8/4/2015	15-0003173	2-25-28-179-01	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29
		24071 SHERMAN, LLC							
8/4/2015	15-0003174	2-25-33-105-00	165.09	0	WMCI	WEED MOWING	165.09	16.51	181.60
		3JS LLC							
8/4/2015	15-0003175	2-25-33-104-00	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		SELENE FINANCE LP							
8/4/2015	15-0003176	2-25-19-227-04	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
		LUCAJ, NIKA							
8/4/2015	15-0003177	2-25-30-180-00	154.74	0	WMCI	WEED MOWING	154.74	15.47	170.21
		ONYEJIKA, PRISCA							
8/4/2015	15-0003178	2-25-30-378-01	123.69	0	WMCI	WEED MOWING	123.69	12.37	136.06
		TESNER, DAVID J							
8/4/2015	15-0003179	2-25-19-278-01	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		ZAGACKI, MARK & SHELLEY							
8/4/2015	15-0003180	2-25-30-334-02	144.39	0	WMCI	WEED MOWING	144.39	14.44	158.83
		MILLER, CHARLES L 5R & CAROLYN D							
8/4/2015	15-0003181	2-25-30-206-01	113.34	0	WMCI	WEED MOWING	113.34	11.33	124.67
		COMMERCE PARK PROPERTIES II, LLC							
8/4/2015	15-0003182	2-25-29-182-02	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		MORTGAGE EQUITY CONVERSION TRUST							
8/4/2015	15-0003183	2-25-29-478-04	92.64	0	WMCI	WEED MOWING	92.64	9.26	101.90
		AFR FOUNDATION, THE							
8/4/2015	15-0003189	2-25-32-228-01	113.34	0	WMCI	WEED MOWING	113.34	11.33	124.67
		RIGHT BUY PROPERTIES							
8/4/2015	15-0003190	2-25-32-227-02	108.16	0	WMCI	WEED MOWING	108.16	10.82	118.98
		VERTKIN, ALEXANDER & LUDA							
8/4/2015	15-0003191	2-25-32-203-02	92.64	0	WMCI	WEED MOWING	92.64	9.26	101.90
		MACARTNEY, KENNETH H							
8/4/2015	15-0003192	2-25-32-130-01	134.04	0	WMCI	WEED MOWING	134.04	13.40	147.44
		TZUR, SHAY							

8/4/2015	15-0003193	2-25-32-127-02	167.68	0	WMCI	WEED MOWING	167.68	16.77	184.45
		HOME OPPORTUNITY LLC							
8/4/2015	15-0003194	2-25-32-104-02	317.75	0	WMCI	WEED MOWING	317.75	31.78	349.53
		PIERCE, UNRENEE D							
8/4/2015	15-0003195	2-25-31-203-03	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		GUEST, ALICE J							
8/4/2015	15-0003196	2-25-31-203-02	131.45	0	WMCI	WEED MOWING	131.45	13.15	144.60
		SEARS, WYNETTA T							
8/4/2015	15-0003198	2-25-30-153-02	128.86	0	WMCI	WEED MOWING	128.86	12.89	141.75
		GREER, KENNETH E							
8/4/2015	15-0003199	2-25-31-154-00	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
		MORRIS, MARGUERITE							
8/4/2015	15-0003200	2-25-29-407-01	102.99	0	WMCI	WEED MOWING	102.99	10.30	113.29
		BAZINET, ROBERT & SUSAN							
8/4/2015	15-0003201	2-25-31-483-00	126.28	0	WMCI	WEED MOWING	126.28	12.63	138.91
		COMMERCE PARK PROPERTIES II, LLC							
8/4/2015	15-0003202	2-25-30-378-01	172.85	0	WMCI	WEED MOWING	172.85	17.29	190.14
		TESNER, DAVID J							
8/4/2015	15-0003203	2-25-19-279-03	154.74	0	WMCI	WEED MOWING	154.74	15.47	170.21
		WAXENBERG, BENJAMIN & VICKI							
8/4/2015	15-0003204	2-25-19-277-01	84.88	0	WMCI	WEED MOWING	84.88	8.49	93.37
		SKEWES, SEAN							
8/4/2015	15-0003205	2-25-29-102-06	359.15	0	WMCI	WEED MOWING	359.15	35.92	395.07
		WILSON, LINDA							
8/4/2015	15-0003207	2-25-31-103-01	105.58	0	WMCI	WEED MOWING	105.58	10.56	116.14
		TSAO, WILLIAM S							
8/4/2015	15-0003208	2-25-30-334-01	82.29	0	WMCI	WEED MOWING	82.29	8.23	90.52
		DAWWAS, MAHMOUD							
8/4/2015	15-0003209	2-25-29-180-01	170.26	0	WMCI	WEED MOWING	170.26	17.03	187.29
		HAM HOMES, LLC							
8/4/2015	15-0003210	2-25-31-101-01	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		FORTRESS PROPERTY HOLDINGS LLC							
8/4/2015	15-0003211	2-25-19-285-02	90.05	0	WMCI	WEED MOWING	90.05	9.01	99.06
		GROYSMAN, TSALIY & LYUBOV							
8/4/2015	15-0003212	2-25-32-103-02	118.51	0	WMCI	WEED MOWING	118.51	11.85	130.36
		RIGHT BUY PROPERTIES							
8/4/2015	15-0003213	2-25-19-356-01	90.05	0	WMCI	WEED MOWING	90.05	9.01	99.06

8/4/2015	15-0003214	ISRAEL, MIKVAH 2-25-19-429-01	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
8/4/2015	15-0003215	NELSON, JAMES D 2-25-19-401-00	108.16	0	WMCI	WEED MOWING	108.16	10.82	118.98
8/4/2015	15-0003216	ROSENFELD, MOSHE & PRAUL, JANET 2-25-19-232-00	113.34	0	WMCI	WEED MOWING	113.34	11.33	124.67
8/4/2015	15-0003218	CESSNA, MICHAEL 2-25-29-160-01	144.39	0	WMCI	WEED MOWING	144.39	14.44	158.83
8/4/2015	15-0003220	MITCHELL, WILMA 2-25-32-251-00	82.29	0	WMCI	WEED MOWING	82.29	8.23	90.52
8/4/2015	15-0003221	MISHIGANA LLC 2-25-32-229-02	82.29	0	WMCI	WEED MOWING	82.29	8.23	90.52
8/4/2015	15-0003222	WOODWARD, TIFFANY JEANNE 2-25-19-283-00	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
8/4/2015	15-0003223	MERHI, HASSAN EL 2-25-32-204-01	84.88	0	WMCI	WEED MOWING	84.88	8.49	93.37
8/4/2015	15-0003224	WOODRUFF, EVERETT & BOBBYE 2-25-33-103-01	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
8/4/2015	15-0003225	LEONARD, MARY 2-25-33-105-00	149.56	0	WMCI	WEED MOWING	149.56	14.96	164.52
8/4/2015	15-0003227	3JS LLC 2-25-30-101-00	307.4	0	WMCI	WEED MOWING	307.40	30.74	338.14
8/4/2015	15-0003228	I HEART MEDIA 2-25-32-203-04	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
8/4/2015	15-0003229	SIRREY, JOHN AKRAM 2-25-31-451-00	255.65	0	WMCI	WEED MOWING	255.65	25.57	281.22
8/4/2015	15-0003230	14600 EIGHT MILE, LLC 2-25-32-203-04	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
8/4/2015	15-0003231	SIRREY, JOHN AKRAM 2-25-19-233-03	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
8/4/2015	15-0003232	WAXENBERG, BENJAMIN & VICKI 2-25-19-283-01	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
8/4/2015	15-0003233	ISSA, LAYLA Y 2-25-19-402-02	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
8/4/2015	15-0003234	ZUCKER, HELEN 2-25-30-180-02	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		JJAN PROPERTIES, LLC							

8/4/2015	15-0003235	2-25-30-330-00	115.93	0	WMCI	WEED MOWING	115.93	11.59	127.52
		BROOMFIELD, LEWIS							
8/4/2015	15-0003236	2-25-31-126-04	82.29	0	WMCI	WEED MOWING	82.29	8.23	90.52
		EQUITYSIDE, INC							
8/4/2015	15-0003237	2-25-19-401-01	118.51	0	WMCI	WEED MOWING	118.51	11.85	130.36
		CHAPMAN, MARNY TRUSTEE							
8/4/2015	15-0003238	2-25-19-401-02	100.4	0	WMCI	WEED MOWING	100.40	10.04	110.44
		DERMER, DAVID M							
8/4/2015	15-0003239	2-25-19-403-00	121.1	0	WMCI	WEED MOWING	121.10	12.11	133.21
		GREENES, MARVIN & CHANA							
8/4/2015	15-0003240	2-25-19-351-04	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		SHABA, JERRY & MAZEN							
8/4/2015	15-0003241	2-25-19-429-01	152.15	0	WMCI	WEED MOWING	152.15	15.22	167.37
		KHAMO, SABAH E & BERNADET							
8/4/2015	15-0003242	2-25-19-427-01	136.63	0	WMCI	WEED MOWING	136.63	13.66	150.29
		SHAFNER, JILLIAN							
8/4/2015	15-0003243	2-25-19-227-04	110.75	0	WMCI	WEED MOWING	110.75	11.08	121.83
		LUCAJ, NIKA							
8/4/2015	15-0003244	2-25-32-133-01	95.23	0	WMCI	WEED MOWING	95.23	9.52	104.75
		SARAU, PARWINDER & GURMEET							
8/4/2015	15-0003247	2-25-31-103-01	94.83	0	WMCI	WEED MOWING	94.83	9.48	104.31
		WASHINGTON, ERNESTINE							
8/18/2015	15-0003266	2-25-30-201-00	149.56	0	WMCI	WEED MOWING	149.56	14.96	164.52
		OLMEDA, LAURA							
TOTALS	161 Invoices						\$20,945.01	\$2,094.50	\$23,039.51



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Delinquent Water

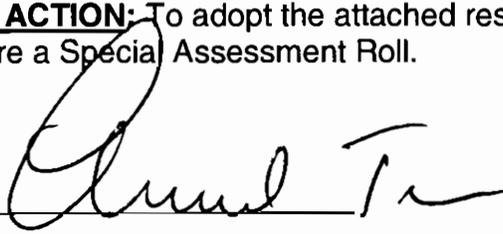
DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Delinquent Water, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Delinquent Water.

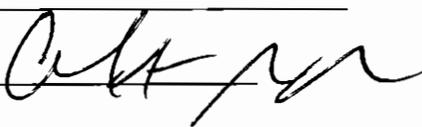
FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: 

Director: _____

Finance Director: 



UNPAID DELINQUENT WATER PROPOSAL FOR SPECIAL ASSESSMENT DISTRICT

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for Delinquent Water:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of 120,886.31 and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

100000851	25-29-203-027	24531 ONEIDA	24531 ONEIDA	24531 ONEIDA	OAK PARK, MI 48237	535.69	53.57	589.26
100004256	25-29-478-020	23269 ITHACA	23269 ITHACA	23269 ITHACA	OAK PARK, MI 48237	182.81	18.28	201.09
100004370	25-33-151-002	8791 LEROY	8791 LEROY	8791 LEROY	OAK PARK, MI 48237	209.48	20.95	230.43
100004372	25-29-478-017	23040 MAJESTIC	23040 MAJESTIC	7967 SOUTH RIVER ROAD	COTTLEVILLE, MI 48039	84.74	8.47	93.21
100004377	25-29-478-014	23070 MAJESTIC	23070 MAJESTIC	23070 MAJESTIC	OAK PARK, MI 48237	434.30	43.43	477.73
100004477	25-29-477-039	23040 MANISTEE	23040 MANISTEE	23040 MANISTEE	OAK PARK, MI 48237	185.18	18.52	203.70
100004576	25-28-307-014	23480 MEADOWLARK	23480 MEADOWLARK	23480 MEADOWLARK	OAK PARK, MI 48237	160.11	16.01	176.12
100004620	25-28-382-027	8120 NINE MILE RD	8120 NINE MILE RD	8120 NINE MILE RD	OAK PARK, MI 48237	311.20	31.12	342.32
100004748	25-28-305-029	23521 NORWOOD	23521 NORWOOD	23521 NORWOOD	OAK PARK, MI 48237	386.01	38.60	424.61
100004901	25-29-476-007	23220 ONEIDA	23220 ONEIDA	23220 ONEIDA	OAK PARK, MI 48237	258.07	25.81	283.88
100005176	25-28-351-005	23236 ROSEWOOD	23236 ROSEWOOD	23260 RENSSELAER	OAK PARK, MI 48237	184.74	18.47	203.21
100005461	25-28-331-018	23430 SHERMAN	23430 SHERMAN	23430 SHERMAN	OAK PARK, MI 48237	302.16	30.22	332.38
100005472	25-28-330-023	23511 SHERMAN	23511 SHERMAN	23511 SHERMAN	OAK PARK, MI 48237	100.00	10.00	110.00
100005481	25-28-331-006	23570 SHERMAN	23570 SHERMAN	23570 SHERMAN	OAK PARK, MI 48237	93.22	9.32	102.54
100005511	25-28-177-013	24175 SHERMAN	24175 SHERMAN	24175 SHERMAN	OAK PARK, MI 48237	196.99	19.70	216.69
100005607	25-33-102-013	8620 TROY	8620 TROY	8620 TROY	OAK PARK, MI 48237	315.04	31.50	346.54
100010424	25-28-353-004	23240 MEADOWLARK	23240 MEADOWLARK	23240 MEADOWLARK	OAK PARK, MI 48237	93.22	9.32	102.54
100100860	25-29-229-020	24611 PINEHURST AVE	24611 PINEHURST AVE	24611 PINEHURST AVE	OAK PARK, MI 48237	568.78	56.88	625.66
100100912	25-29-229-073	24520 PINEVIEW	24520 PINEVIEW			92.52	9.25	101.77
100105123	25-28-155-001	24092 ROANOKE	24092 ROANOKE	24092 ROANOKE	OAK PARK, MI 48237	143.88	14.39	158.27
100200905	25-29-202-035	10231 DARTMOUTH	10231 DARTMOUTH	10231 DARTMOUTH	OAK PARK, MI 48237	54.76	5.48	60.24
100301915	25-33-101-006	8775 NINE MILE RD	8775 NINE MILE RD	8775 NINE MILE RD	OAK PARK, MI 48237	512.78	51.28	564.06
200001938	25-32-126-004	13211 TROY	13211 TROY	13211 TROY	OAK PARK, MI 48237	194.96	19.50	214.46
200003244	25-28-153-023	24081 MEADOWLARK	24081 MEADOWLARK	24081 MEADOWLARK	OAK PARK, MI 48237	95.81	9.58	105.39
200003393	25-29-407-011	23500 SENECA	23500 SENECA	23500 SENECA	OAK PARK, MI 48237	291.92	29.19	321.11
200004264	25-29-429-002	23860 ITHACA	23860 ITHACA	23860 ITHACA	OAK PARK, MI 48237	1,383.88	138.39	1,522.27
200004269	25-29-428-005	23881 ITHACA	23881 ITHACA	23881 ITHACA	OAK PARK, MI 48237	227.00	22.70	249.70
200004270	25-29-283-012	24000 ITHACA	24000 ITHACA	24000 ITHACA	OAK PARK, MI 48237	373.14	37.31	410.45
200004308	25-29-278-011	24311 ITHACA	24311 ITHACA	24311 ITHACA	OAK PARK, MI 48237	145.71	14.57	160.28
200004342	25-29-430-040	10300 KENWOOD	10300 KENWOOD	P.O. BOX 430031	PONTIAC, MI 48343-1044	51.58	5.16	56.74
200004463	25-29-277-020	24221 MAJESTIC	24221 MAJESTIC	24221 MAJESTIC	OAK PARK, MI 48237	54.36	5.44	59.80
200004596	25-28-302-010	23841 MEADOWLARK	23841 MEADOWLARK	23841 MEADOWLARK	OAK PARK, MI 48237	1,127.59	112.76	1,240.35
200005256	25-28-101-008	24700 ROSEWOOD	24700 ROSEWOOD	24700 ROSEWOOD	OAK PARK, MI 48237	54.70	5.47	60.17
200005259	25-28-101-006	24720 ROSEWOOD	24720 ROSEWOOD	24720 ROSEWOOD	OAK PARK, MI 48237	96.86	9.69	106.55
200005341	25-29-406-034	23421 SENECA	23421 SENECA	23421 SENECA	OAK PARK, MI 48237	228.08	22.81	250.89
200005355	25-29-406-027	23511 SENECA	23511 SENECA	23511 SENECA	OAK PARK, MI 48237	299.36	29.94	329.30
200005673	25-32-229-038	10030 ALBANY	10030 ALBANY	10030 ALBANY	OAK PARK, MI 48237	57.34	5.73	63.07
200005679	25-32-229-035	10100 ALBANY	10100 ALBANY	10100 ALBANY	OAK PARK, MI 48237	54.24	5.42	59.66
200005683	25-32-251-041	10121 ALBANY	10121 ALBANY			88.73	8.87	97.60
200005726	25-32-251-019	10441 ALBANY	10441 ALBANY	10441 ALBANY	OAK PARK, MI 48237	93.22	9.32	102.54
200005743	25-32-204-036	10720 ALBANY	10720 ALBANY	10720 ALBANY	OAK PARK, MI 48237	140.00	14.00	154.00
200005746	25-32-251-009	10731 ALBANY	10731 ALBANY			66.00	6.60	72.60
200005804	25-32-103-012	21916 BLACKSTONE	21916 BLACKSTONE	21916 BLACKSTONE	OAK PARK, MI 48237	93.22	9.32	102.54
200005814	25-32-102-019	21961 BLACKSTONE	21961 BLACKSTONE	19839 BACHESTER	MACOMB, MI 48044	63.22	6.32	69.54
200005818	25-32-102-017	22011 BLACKSTONE	22011 BLACKSTONE	22011 BLACKSTONE	OAK PARK, MI 48237	103.35	10.34	113.69
200005836	25-32-129-008	22170 CONDON	22170 CONDON	22170 CONDON	OAK PARK, MI 48237	314.73	31.47	346.20

200005840	25-32-128-014	22191 CONDON	22191 CONDON	22191 CONDON	OAK PARK, MI 48237	237.66	23.77	261.43
200005847	25-32-227-032	10030 CORNING	10030 CORNING	10030 CORNING	OAK PARK, MI 48237	263.06	26.31	289.37
200005861	25-32-227-026	10200 CORNING	10200 CORNING	57236 PONTIAC TRAIL	NEW HUDSON, MI 48165	219.65	21.97	241.62
200005892	25-32-203-021	10421 CORNING	10421 CORNING			101.00	10.10	111.10
200005920	25-32-203-006	10731 CORNING	10731 CORNING	10731 CORNING	OAK PARK, MI 48237	243.31	24.33	267.64
200005934	25-32-103-023	21931 DANTE	21931 DANTE	21931 DANTE	OAK PARK, MI 48237	208.58	20.86	229.44
200005963	25-32-105-012	21961 EASTWOOD	1902 VILLA	21961 EASTWOOD	OAK PARK, MI 48237	96.11	9.61	105.72
200005969	25-32-130-012	21900 FERN	21900 FERN	21900 FERN	OAK PARK, MI 48237	408.68	40.87	449.55
200006098	25-29-280-018	24111 MANISTEE	24111 MANISTEE	24111 MANISTEE	OAK PARK, MI 48237	71.23	7.12	78.35
200006100	25-29-280-017	24121 MANISTEE	24121 MANISTEE	24121 MANISTEE	OAK PARK, MI 48237	58.12	5.81	63.93
200006126	25-32-132-004	21910 MORTON	21910 MORTON	21910 MORTON	OAK PARK, MI 48237	240.92	24.09	265.01
200006141	25-32-127-019	22131 MORTON	22131 MORTON	22131 MORTON	OAK PARK, MI 48237	66.15	6.62	72.77
200006191	25-29-452-017	10720 NINE MILE RD	10720 NINE MILE RD B	10720 NINE MILE RD	OAK PARK, MI 48237	55.29	5.53	60.82
200006232	25-29-280-001	24140 ONEIDA	24140 ONEIDA	24140 ONEIDA	OAK PARK, MI 48237	59.38	5.94	65.32
200006370	25-32-204-021	10431 SARATOGA	10431 SARATOGA	10431 SARATOGA	OAK PARK, MI 48237	234.23	23.42	257.65
200006379	25-32-203-041	10630 SARATOGA	10630 SARATOGA	41619 CLINTON PINES DR	CLINTON TOWNSHIP, MI	323.99	32.40	356.39
200006394	25-32-204-009	10721 SARATOGA	10721 SARATOGA	10721 SARATOGA	OAK PARK, MI 48237	102.43	10.24	112.67
200006400	25-32-204-006	10751 SARATOGA	10751 SARATOGA	10751 SARATOGA	OAK PARK, MI 48237	129.89	12.99	142.88
200006407	25-32-129-026	12700 SARATOGA	12700 SARATOGA	12700 SARATOGA	OAK PARK, MI 48237	297.56	29.76	327.32
200006411	25-32-133-012	12721 SARATOGA	12721 SARATOGA	12721 SARATOGA	OAK PARK, MI 48237	155.78	15.58	171.36
200006441	25-32-131-028	21901 SLOMAN	21901 SLOMAN	21901 SLOMAN	OAK PARK, MI 48237	104.74	10.47	115.21
200006449	25-32-131-022	21961 SLOMAN	21961 SLOMAN	21961 SLOMAN	OAK PARK, MI 48237	219.60	21.96	241.56
200006454	25-32-131-018	22021 SLOMAN	22021 SLOMAN	2234 COOLIDGE HWY	TROY, MI 48084	84.74	8.47	93.21
200006459	25-32-127-008	22050 SLOMAN	22050 SLOMAN	22050 SLOMAN	OAK PARK, MI 48237	131.73	13.17	144.90
200006466	25-32-131-011	21930 SUNSET	21930 SUNSET	21930 SUNSET	OAK PARK, MI 48237	103.75	10.38	114.13
200006491	25-32-226-015	10110 TROY	2230 NKOLOMYIA CT	10110 TROY	OAK PARK, MI 48237	260.25	26.03	286.28
200006509	25-32-227-007	10241 TROY	10241 TROY	10241 TROY	OAK PARK, MI 48237	3,243.26	324.33	3,567.59
200006510	25-32-226-005	10250 TROY	10250 TROY	10250 TROY	OAK PARK, MI 48237	104.37	10.44	114.81
200006522	25-32-201-027	10330 TROY	10330 TROY	10330 TROY	OAK PARK, MI 48237	257.58	25.76	283.34
200006523	25-32-202-027	10331 TROY	10331 TROY	10331 TROY	OAK PARK, MI 48237	230.64	23.06	253.70
200006529	25-32-202-024	10361 TROY	10361 TROY	10361 TROY	OAK PARK, MI 48237	105.13	10.51	115.64
200006533	25-32-202-022	10401 TROY	10401 TROY	10401 TROY	OAK PARK, MI 48237	54.43	5.44	59.87
200006541	25-32-201-017	10450 TROY	10450 TROY	10450 TROY	OAK PARK, MI 48237	194.56	19.46	214.02
200006563	25-32-201-006	10720 TROY	10720 TROY	10720 TROY	OAK PARK, MI 48237	182.46	18.25	200.71
200006577	25-32-126-005	13205 TROY	13205 TROY	13205 TROY	OAK PARK, MI 48237	269.59	26.96	296.55
200006586	25-32-105-009	21900 VALE	21900 VALE	21900 VALE	OAK PARK, MI 48237	228.75	22.88	251.63
200006622	25-28-102-008	8689 WOODSIDE PK	8689 WOODSIDE PK	8689 WOODSIDE PK	OAK PARK, MI 48237	84.74	8.47	93.21
200204343	25-29-407-035	10422 KENWOOD	10422 KENWOOD	10422 KENWOOD	OAK PARK, MI 48237	273.74	27.37	301.11
200206165	25-29-452-017	10750 NINE MILE RD	10750 NINE MILE RD	10750 NINE MILE RD	OAK PARK, MI 48237	485.05	48.51	533.56
200206190	25-29-454-041	10450 NINE MILE RD B	10450 NINE MILE RD B	10450 NINE MILE RD B	OAK PARK, MI 48237	136.29	13.63	149.92
300002147	25-29-157-005	24100 BLACKSTONE	24100 BLACKSTONE	24100 BLACKSTONE	OAK PARK, MI 48237	88.09	8.81	96.90
300006693	25-29-154-013	24250 BERKLEY	24250 BERKLEY	24250 BERKLEY	OAK PARK, MI 48237	315.40	31.54	346.94
300006712	25-29-333-012	23530 CONDON	23530 CONDON	23530 CONDON	OAK PARK, MI 48237	309.43	30.94	340.37
300006715	25-29-332-025	23541 CONDON	23541 CONDON	23541 CONDON	OAK PARK, MI 48237	62.70	6.27	68.97
300006725	25-29-333-006	23610 CONDON	23610 CONDON	23610 CONDON	OAK PARK, MI 48237	174.13	17.41	191.54
300006792	25-29-376-006	23050 EASTWOOD	23050 EASTWOOD	23050 EASTWOOD	OAK PARK, MI 48237	50.00	5.00	55.00
300006801	25-29-377-031	23150 EASTWOOD	23150 EASTWOOD	23150 EASTWOOD	OAK PARK, MI 48237	93.22	9.32	102.54

300006818	25-29-160-012	24030 EASTWOOD	24030 EASTWOOD	24030 EASTWOOD	OAK PARK, MI 48237	526.16	52.62	578.78
300006829	25-29-159-015	24081 EASTWOOD	24081 EASTWOOD	24081 EASTWOOD	OAK PARK, MI 48237	174.77	17.48	192.25
300006900	25-29-404-032	23481 GENEVA	23481 GENEVA	23481 GENEVA	OAK PARK, MI 48237	51.20	5.12	56.32
300006903	25-29-405-010	23496 GENEVA	23496 GENEVA	23496 GENEVA	OAK PARK, MI 48237	307.51	30.75	338.26
300006927	25-29-256-007	24050 GENEVA	24050 GENEVA	24050 GENEVA	OAK PARK, MI 48237	79.00	7.90	86.90
300006932	25-29-255-017	24071 GENEVA	24071 GENEVA	24071 GENEVA	OAK PARK, MI 48237	72.56	7.26	79.82
300006955	25-29-251-016	24301 GENEVA	24301 GENEVA	24301 GENEVA	OAK PARK, MI 48237	121.45	12.15	133.60
300006990	25-29-303-012	13331 IRVINE	13331 IRVINE	13331 IRVINE	OAK PARK, MI 48237	88.96	8.90	97.86
300007007	25-29-302-031	13520 IRVINE	13520 IRVINE	13520 IRVINE	OAK PARK, MI 48237	160.11	16.01	176.12
300007098	25-29-353-011	13240 KENWOOD	13240 KENWOOD	13240 KENWOOD	OAK PARK, MI 48237	716.90	71.69	788.59
300007140	25-29-326-002	23860 MORITZ	23860 MORITZ	644 LYDIA LANE	PONTIAC, MI 48341	533.80	53.38	587.18
300007146	25-29-180-013	24010 MORITZ	24010 MORITZ	24010 MORITZ	OAK PARK, MI 48237	85.78	8.58	94.36
300007158	25-29-160-018	24071 MORITZ	24071 MORITZ	24071 MORITZ	OAK PARK, MI 48237	82.74	8.27	91.01
300007184	25-29-176-009	24320 MORITZ	24320 MORITZ	24320 MORITZ	OAK PARK, MI 48237	335.51	33.55	369.06
300007243	25-29-182-005	24090 MORTON	24090 MORTON	24090 MORTON	OAK PARK, MI 48237	120.21	12.02	132.23
300007255	25-29-178-012	24280 MORTON	24280 MORTON	24280 MORTON	OAK PARK, MI 48237	100.13	10.01	110.14
300007284	25-29-355-015	23035 OAK CREST	23035 OAK CREST	23035 OAK CREST	OAK PARK, MI 48237	272.50	27.25	299.75
300007285	25-29-356-014	23036 OAK CREST	23036 OAK CREST	23036 OAK CREST	OAK PARK, MI 48237	792.26	79.23	871.49
300007350	25-29-326-015	13030 OAK PARK BLVD	13030 OAK PARK BLVD	13030 OAK PARK BLVD	OAK PARK, MI 48237	96.53	9.65	106.18
300007373	25-29-302-015	13311 OAK PARK BLVD	13311 OAK PARK BLVD	13311 OAK PARK BLVD	OAK PARK, MI 48237	159.59	15.96	175.55
300007476	25-29-257-004	24080 RENSSELAER	24080 RENSSELAER	24080 RENSSELAER	OAK PARK, MI 48237	93.22	9.32	102.54
300007497	25-29-252-019	24251 RENSSELAER	24251 RENSSELAER	24251 RENSSELAER	OAK PARK, MI 48237	69.23	6.92	76.15
300007524	25-29-332-029	12836 ROSEMARY	12836 ROSEMARY	12836 ROSEMARY	OAK PARK, MI 48237	64.54	6.45	70.99
300007548	25-29-377-005	13101 ROSEMARY	13101 ROSEMARY	13101 ROSEMARY	OAK PARK, MI 48237	119.72	11.97	131.69
300007575	25-29-351-009	13411 ROSEMARY	13411 ROSEMARY	13411 ROSEMARY	OAK PARK, MI 48237	85.13	8.51	93.64
300007594	25-29-451-015	23060 SCOTIA	23060 SCOTIA	23060 SCOTIA	OAK PARK, MI 48237	109.73	10.97	120.70
300007626	25-29-333-031	23501 SCOTIA	23501 SCOTIA	23501 SCOTIA	OAK PARK, MI 48237	159.33	15.93	175.26
300007680	25-29-255-001	24110 SCOTIA	24110 SCOTIA	24110 SCOTIA	OAK PARK, MI 48237	93.22	9.32	102.54
300007685	25-29-179-034	24221 SCOTIA	24221 SCOTIA	24221 SCOTIA	OAK PARK, MI 48237	4,196.98	419.70	4,616.68
300007706	25-29-179-022	24325 SCOTIA	24325 SCOTIA	24325 SCOTIA	OAK PARK, MI 48237	93.22	9.32	102.54
300007710	25-29-179-018	24371 SCOTIA	24371 SCOTIA	24371 SCOTIA	OAK PARK, MI 48237	76.67	7.67	84.34
300007723	25-29-377-079	12731 STERLING CT	12731 STERLING CT	12731 STERLING CT	OAK PARK, MI 48237	115.40	11.54	126.94
300007734	25-29-377-062	12790 STERLING CT	12790 STERLING CT	12790 STERLING CT	OAK PARK, MI 48237	970.57	97.06	1,067.63
300007755	25-29-377-038	23060 WEBSTER	23060 WEBSTER	23060 WEBSTER	OAK PARK, MI 48237	51.72	5.17	56.89
300007770	25-29-352-024	13330 WOODVALE	13330 WOODVALE		,	387.11	38.71	425.82
300007785	25-29-157-011	24030 BLACKSTONE	24030 BLACKSTONE	24030 BLACKSTONE	OAK PARK, MI 48237	82.75	8.28	91.03
300007794	25-29-157-006	24080 BLACKSTONE	24080 BLACKSTONE	24080 BLACKSTONE	OAK PARK, MI 48237	77.20	7.72	84.92
300007850	25-29-102-024	13131 BURTON	13131 BURTON	13131 BURTON	OAK PARK, MI 48237	94.84	9.48	104.32
300007852	25-29-101-041	13150 BURTON	13150 BURTON	13150 BURTON	OAK PARK, MI 48237	61.00	6.10	67.10
300007875	25-29-102-010	13401 BURTON	13401 BURTON	13401 BURTON	OAK PARK, MI 48237	93.22	9.32	102.54
300007877	25-29-101-029	13420 BURTON	13420 BURTON	13420 BURTON	OAK PARK, MI 48237	88.83	8.88	97.71
300007879	25-29-101-028	13430 BURTON	13430 BURTON	13430 BURTON	OAK PARK, MI 48237	89.28	8.93	98.21
300007883	25-29-101-026	13500 BURTON	13500 BURTON	13500 BURTON	OAK PARK, MI 48237	113.77	11.38	125.15
300008211	25-29-102-087	12820 DARTMOUTH	12820 DARTMOUTH	12820 DARTMOUTH	OAK PARK, MI 48237	74.26	7.43	81.69
300008256	25-29-102-062	13250 DARTMOUTH	13250 DARTMOUTH	13250 DARTMOUTH	OAK PARK, MI 48237	391.43	39.14	430.57
300008686	25-29-183-002	12731 NORTHFIELD	12731 NORTHFIELD	12731 NORTHFIELD	OAK PARK, MI 48237	157.22	15.72	172.94
300008725	25-29-153-027	13340 NORTHFIELD	13340 NORTHFIELD	13340 NORTHFIELD	OAK PARK, MI 48237	94.47	9.45	103.92

300108731	25-29-157-003	13421 NORTHFIELD	13421 NORTHFIELD	13421 NORTHFIELD	OAK PARK, MI 48237	51.06	5.11	56.17
300108736	25-29-156-020	13511 NORTHFIELD	13511 NORTHFIELD	13511 NORTHFIELD	OAK PARK, MI 48237	630.72	63.07	693.79
300207172	25-29-176-014	24260 MORITZ	24260 MORITZ	24260 MORITZ	OAK PARK, MI 48237	79.14	7.91	87.05
300208219	25-29-102-083	12910 DARTMOUTH	12910 DARTMOUTH	12910 DARTMOUTH	OAK PARK, MI 48237	93.95	9.40	103.35
300210446	25-29-176-010	24310 MORITZ	24310 MORITZ	24310 MORITZ	OAK PARK, MI 48237	93.74	9.37	103.11
400000621	25-31-479-004	21210 RIDGEDALE	21210 RIDGEDALE	21210 RIDGEDALE	OAK PARK, MI 48237	195.30	19.53	214.83
400001268	25-31-426-017	21471 KIPLING	21471 KIPLING	21471 KIPLING	OAK PARK, MI 48237	223.82	22.38	246.20
400001535	25-31-426-002	21460 PARKLAWN	21460 PARKLAWN	21460 PARKLAWN	OAK PARK, MI 48237	58.38	5.84	64.22
400001841	25-31-428-027	21301 RIDGEDALE	21301 RIDGEDALE	21301 RIDGEDALE	OAK PARK, MI 48237	135.94	13.59	149.53
400003070	25-31-229-020	21941 KIPLING	21941 KIPLING	21941 KIPLING	OAK PARK, MI 48237	319.45	31.95	351.40
400003117	25-31-204-016	22000 CLOVERLAWN	22000 CLOVERLAWN	22000 CLOVERLAWN	OAK PARK, MI 48237	52.68	5.27	57.95
400007919	25-31-254-014	21630 CLOVERLAWN	21630 CLOVERLAWN	21630 CLOVERLAWN	OAK PARK, MI 48237	93.22	9.32	102.54
400007931	25-31-254-006	21710 CLOVERLAWN	21710 CLOVERLAWN	21710 CLOVERLAWN	OAK PARK, MI 48237	232.71	23.27	255.98
400007937	25-31-254-003	21740 CLOVERLAWN	21740 CLOVERLAWN	21740 CLOVERLAWN	OAK PARK, MI 48237	64.99	6.50	71.49
400007961	25-31-207-022	21901 CLOVERLAWN	21901 CLOVERLAWN	21901 CLOVERLAWN	OAK PARK, MI 48237	119.04	11.90	130.94
400007992	25-31-203-025	22141 CLOVERLAWN	22141 CLOVERLAWN	22141 CLOVERLAWN	OAK PARK, MI 48237	214.45	21.45	235.90
400007999	25-31-203-022	22181 CLOVERLAWN	22181 CLOVERLAWN	22181 CLOVERLAWN	OAK PARK, MI 48237	93.07	9.31	102.38
400008007	25-30-453-030	23041 CLOVERLAWN	23041 CLOVERLAWN	23041 CLOVERLAWN	OAK PARK, MI 48237	73.84	7.38	81.22
400008009	25-30-453-029	23051 CLOVERLAWN	23051 CLOVERLAWN	23051 CLOVERLAWN	OAK PARK, MI 48237	96.90	9.69	106.59
400008053	25-30-404-027	23531 CLOVERLAWN	23531 CLOVERLAWN	23531 CLOVERLAWN	OAK PARK, MI 48237	272.74	27.27	300.01
400008091	25-31-276-040	21861 COOLIDGE	21861 COOLIDGE	19785 W.12 MILE #173	SOUTHFIELD, MI 48076	134.81	13.48	148.29
400008100	25-32-102-009	21930 COOLIDGE	21930 COOLIDGE	21930 COOLIDGE	OAK PARK, MI 48237	69.89	6.99	76.88
400008120	25-31-228-025	22135 COOLIDGE	22135 COOLIDGE	22135 COOLIDGE	OAK PARK, MI 48237	143.86	14.39	158.25
400008148	25-31-276-025	13731 COURTLAND	13731 COURTLAND	13731 COURTLAND	OAK PARK, MI 48237	195.30	19.53	214.83
400008161	25-31-230-019	13850 COURTLAND	13850 COURTLAND	13850 COURTLAND	OAK PARK, MI 48237	65.59	6.56	72.15
400008372	25-31-401-029	14261 GREENBRIAR	14261 GREENBRIAR	14261 GREENBRIAR	OAK PARK, MI 48237	119.91	11.99	131.90
400008418	25-31-402-015	20820 KENOSHA	20820 KENOSHA	20820 KENOSHA	OAK PARK, MI 48237	154.35	15.44	169.79
400008479	25-31-477-001	21260 KIPLING	21260 KIPLING	21260 KIPLING	OAK PARK, MI 48237	109.62	10.96	120.58
400008493	25-31-427-010	21380 KIPLING	21380 KIPLING	21380 KIPLING	OAK PARK, MI 48237	639.50	63.95	703.45
400008509	25-31-427-002	21460 KIPLING	21460 KIPLING	21460 KIPLING	OAK PARK, MI 48237	73.11	7.31	80.42
400008582	25-31-226-012	13805 NINE MILE RD	13805 NINE MILE RD	13805 NINE MILE RD	OAK PARK, MI 48237	331.51	33.15	364.66
400008583	25-31-226-012	13807 NINE MILE RD	13807 NINE MILE RD		,	202.01	20.20	222.21
400008621	25-31-201-001	14531 NINE MILE RD	14531 NINE MILE RD	14531 NINE MILE RD	OAK PARK, MI 48237	126.02	12.60	138.62
400008672	25-31-252-032	14210 NORTHEM	14210 NORTHEM	14210 NORTHEM	OAK PARK, MI 48237	99.40	9.94	109.34
400008674	25-31-252-031	14220 NORTHEM	14220 NORTHEM	14220 NORTHEM	OAK PARK, MI 48237	116.42	11.64	128.06
400008773	25-31-476-006	20800 PARKLAWN	20800 PARKLAWN	20800 PARKLAWN	OAK PARK, MI 48237	280.49	28.05	308.54
400008799	25-31-277-020	21640 PARKLAWN	21640 PARKLAWN	21640 PARKLAWN	OAK PARK, MI 48237	51.79	5.18	56.97
400008800	25-31-254-027	21641 PARKLAWN	21641 PARKLAWN	21641 PARKLAWN	OAK PARK, MI 48237	138.90	13.89	152.79
400008801	25-31-277-019	21650 PARKLAWN	21650 PARKLAWN	21650 PARKLAWN	OAK PARK, MI 48237	115.52	11.55	127.07
400008824	25-31-229-014	21820 PARKLAWN	21820 PARKLAWN	21820 PARKLAWN	OAK PARK, MI 48237	104.37	10.44	114.81
400008877	25-30-454-029	23051 PARKLAWN	23051 PARKLAWN	23051 PARKLAWN	OAK PARK, MI 48237	289.00	28.90	317.90
400008895	25-30-454-020	23151 PARKLAWN	23151 PARKLAWN		,	84.74	8.47	93.21
400008940	25-31-278-009	13621 PEARSON	13621 PEARSON	13621 PEARSON	OAK PARK, MI 48237	85.34	8.53	93.87
400008944	25-31-278-008	13631 PEARSON	13631 PEARSON	13631 PEARSON	OAK PARK, MI 48237	174.46	17.45	191.91
400008959	25-31-278-001	13741 PEARSON	13741 PEARSON	13741 PEARSON	OAK PARK, MI 48237	98.56	9.86	108.42
400008966	25-31-277-007	13851 PEARSON	13851 PEARSON	13851 PEARSON	OAK PARK, MI 48237	515.36	51.54	566.90
400008967	25-31-277-006	13861 PEARSON	13861 PEARSON	13861 PEARSON	OAK PARK, MI 48237	85.56	8.56	94.12

400008982	25-31-129-083	14430 PEARSON	14430 PEARSON	14430 PEARSON	OAK PARK, MI 48237	55.02	5.50	60.52
400009000	25-31-129-072	14630 PEARSON	14630 PEARSON	14630 PEARSON	OAK PARK, MI 48237	84.01	8.40	92.41
400009045	25-31-429-010	21360 RIDGEDALE	21360 RIDGEDALE	21360 RIDGEDALE	OAK PARK, MI 48237	61.86	6.19	68.05
400009054	25-31-428-020	21401 RIDGEDALE	21401 RIDGEDALE	21401 RIDGEDALE	OAK PARK, MI 48237	168.41	16.84	185.25
400009075	25-31-278-027	21661 RIDGEDALE	21661 RIDGEDALE	21661 RIDGEDALE	OAK PARK, MI 48237	135.22	13.52	148.74
400009080	25-31-278-034	21710 RIDGEDALE	21710 RIDGEDALE	21710 RIDGEDALE	OAK PARK, MI 48237	1,316.15	131.62	1,447.77
400009091	25-31-276-009	21890 RIDGEDALE	21890 RIDGEDALE	21890 RIDGEDALE	OAK PARK, MI 48237	195.30	19.53	214.83
400009097	25-31-276-006	21920 RIDGEDALE	21920 RIDGEDALE	21920 RIDGEDALE	OAK PARK, MI 48237	154.35	15.44	169.79
400009125	25-31-227-020	22151 RIDGEDALE	22151 RIDGEDALE	22151 RIDGEDALE	OAK PARK, MI 48237	83.56	8.36	91.92
400009129	25-31-227-018	22171 RIDGEDALE	22171 RIDGEDALE			1,023.89	102.39	1,126.28
400009215	25-31-428-003	21430 WESTHAMPTON	21430 WESTHAMPTON	21430 WESTHAMPTON	OAK PARK, MI 48237	94.54	9.45	103.99
400009249	25-31-231-008	21900 WESTHAMPTON	21900 WESTHAMPTON	505 N. ROOSEVELT BLVD	FALLS CHURCH, VA 22044	69.16	6.92	76.08
400009270	25-31-226-026	22031 WESTHAMPTON	22031 WESTHAMPTON	22031 WESTHAMPTON	OAK PARK, MI 48237	70.69	7.07	77.76
400009286	25-31-227-004	22180 WESTHAMPTON	22180 WESTHAMPTON	22180 WESTHAMPTON	OAK PARK, MI 48237	444.68	44.47	489.15
400009365	25-31-253-002	21750 GARDNER	21750 GARDNER	21750 GARDNER	OAK PARK, MI 48237	142.42	14.24	156.66
400009390	25-31-206-020	21921 GARDNER	21921 GARDNER	21921 GARDNER	OAK PARK, MI 48237	153.33	15.33	168.66
400009392	25-31-206-019	21931 GARDNER	21931 GARDNER	21931 GARDNER	OAK PARK, MI 48237	61.32	6.13	67.45
400009442	25-30-452-022	23101 GARDNER	23101 GARDNER	23101 GARDNER	OAK PARK, MI 48237	149.22	14.92	164.14
400009457	25-30-403-040	23201 GARDNER	23201 GARDNER	23201 GARDNER	OAK PARK, MI 48237	93.22	9.32	102.54
400009810	25-30-331-005	14441 PARK	14441 PARK	14441 PARK	OAK PARK, MI 48237	104.37	10.44	114.81
400101905	25-30-355-052	15120 NINE MILE RD	15120 NINE MILE	15120 NINE MILE RD	OAK PARK, MI 48237	165.06	16.51	181.57
400101911	25-30-355-052	15110 NINE MILE RD	15110 NINE MILE	15110 NINE MILE RD	OAK PARK, MI 48237	485.61	48.56	534.17
400108101	25-31-276-034	21931 COOLIDGE	21931 COOLDIGE	21931 COOLDIGE	OAK PARK, MI 48237	139.97	14.00	153.97
400108113	25-31-228-031	22111 COOLIDGE	22111 COOLIDGE	22111 COOLIDGE	OAK PARK, MI 48237	95.32	9.53	104.85
400108114	25-31-228-030	22115 COOLIDGE	22115 COOLIDGE			243.60	24.36	267.96
400109257	25-31-230-013	21941 WESTHAMPTON	21941 WESTHAMPTON	21941 WESTHAMPTON	OAK PARK, MI 48237	317.37	31.74	349.11
400109289	25-31-226-016	22195 WESTHAMPTON	22195 WESTHAMPTON	22195 WESTHAMPTON	OAK PARK, MI 48237	145.77	14.58	160.35
400110351	25-31-101-008	15401 NINE MILE RD	15401 NINE MILE RD	15401 NINE MILE RD	OAK PARK, MI 48237	174.95	17.50	192.45
400209314	25-30-327-007	23680 COYLE	23680 COYLE	23680 COYLE	OAK PARK, MI 48237	75.46	7.55	83.01
400301963	25-32-101-005	22128 COOLIDGE	22128 COOLIDGE	22128 COOLIDGE	OAK PARK, MI 48237	240.68	24.07	264.75
400308292	25-31-451-007	14600 EIGHT MILE RD	COMPLETE PROTECTION	COMPLETE PROTECTION ALARM	LIVONIA, MI 48152	1,191.14	119.11	1,310.25
400408394	25-31-302-003	21500 GREENFIELD	21500 GREENFIELD	21500 GREENFIELD	OAK PARK, MI 48237	4,943.69	494.37	5,438.06
500002517	25-31-101-021	22101 BEVERLY	22101 BEVERLY	22101 BEVERLY	OAK PARK, MI 48237	236.33	23.63	259.96
500002719	25-31-129-030	22185 CHURCH	22185 CHURCH	22185 CHURCH	OAK PARK, MI 48237	607.40	60.74	668.14
500002751	25-31-129-046	21951 CHURCH	21951 CHURCH	21951 CHURCH	OAK PARK, MI 48237	187.78	18.78	206.56
500002779	25-31-251-014	21620 CHURCH	21620 CHURCH	21620 CHURCH	OAK PARK, MI 48237	340.03	34.00	374.03
500002794	25-31-129-057	21821 CHURCH	21821 CHURCH	21821 CHURCH	OAK PARK, MI 48237	52.92	5.29	58.21
500002816	25-31-153-020	21921 HARDING	21921 HARDING	21921 HARDING	OAK PARK, MI 48237	442.08	44.21	486.29
500003334	25-31-103-011	22170 AVON	22170 AVON	22170 AVON	OAK PARK, MI 48237	125.90	12.59	138.49
500009313	25-30-335-015	23510 CHURCH	23510 CHURCH	23510 CHURCH	OAK PARK, MI 48237	193.04	19.30	212.34
500009523	25-31-206-016	21800 KENOSHA	21800 KENOSHA			262.96	26.30	289.26
500009583	25-30-452-013	23020 KENOSHA	23020 KENOSHA	23020 KENOSHA	OAK PARK, MI 48237	235.77	23.58	259.35
500009588	25-30-451-026	23041 KENOSHA	23041 KENOSHA	23041 KENOSHA	OAK PARK, MI 48237	130.64	13.06	143.70
500009717	25-31-128-001	22210 MARLOW	22210 MARLOW	22210 MARLOW	OAK PARK, MI 48237	212.84	21.28	234.12
500009767	25-30-333-024	23461 MARLOW	23461 MARLOW	23461 MARLOW	OAK PARK, MI 48237	142.31	14.23	156.54
500009835	25-30-355-051	23001 RADCLIFF	23001 RADCLIFF	17160 PENNSYLVANIA	SOUTHFIELD, MI 48075	110.65	11.07	121.72
500009917	25-30-331-020	14400 ROSEMARY	14400 ROSEMARY	14400 ROSEMARY	OAK PARK, MI 48237	165.05	16.51	181.56

500010036	25-31-126-006	22150 STRATFORD	22150 STRATFORD	22150 STRATFORD	OAK PARK, MI 48237	69.52	6.95	76.47
500102544	25-31-101-025	22011 BEVERLY	22011 BEVERLY	22011 BEVERLY	OAK PARK, MI 48237	111.45	11.15	122.60
500102674	25-30-303-027	15230 OAKWOOD	15230 OAKWOOD	15230 OAKWOOD	OAK PARK, MI 48237	230.72	23.07	253.79
500210286	25-30-332-029	23501 WILDWOOD	23501 WILDWOOD	23501 WILDWOOD	OAK PARK, MI 48237	249.59	24.96	274.55
600001221	25-30-156-020	24000 BEVERLY	24000 BEVERLY	24000 BEVERLY	OAK PARK, MI 48237	471.27	47.13	518.40
600001487	25-30-178-016	24030 STRATFORD	24030 STRATFORD	24030 STRATFORD	OAK PARK, MI 48237	246.75	24.68	271.43
600001577	25-30-179-024	14500 OAK PARK BLVD	14500 OAK PARK BLVD	14500 OAK PARK BLVD	OAK PARK, MI 48237	426.04	42.60	468.64
600001727	25-30-276-056	24031 WESTHAMPTON	24031 WESTHAMPTON	24031 WESTHAMPTON	OAK PARK, MI 48237	50.00	5.00	55.00
600001734	25-30-276-042	24271 WESTHAMPTON	24271 WESTHAMPTON	24271 WESTHAMPTON	OAK PARK, MI 48237	115.59	11.56	127.15
600001772	25-30-277-013	24250 WESTHAMPTON	24250 WESTHAMPTON	24250 WESTHAMPTON	OAK PARK, MI 48237	256.15	25.62	281.77
600002204	25-30-277-059	13730 ALLAN	13730 ALLAN	13730 ALLAN	OAK PARK, MI 48237	166.98	16.70	183.68
600002334	25-30-205-022	24311 KENOSHA	24311 KENOSHA	24311 KENOSHA	OAK PARK, MI 48237	55.31	5.53	60.84
600002346	25-30-180-001	14461 NORTHFIELD	14461 NORTHFIELD	14461 NORTHFIELD	OAK PARK, MI 48237	157.26	15.73	172.99
600002401	25-30-177-013	14531 MARLOW	14531 MARLOW	14531 MARLOW	OAK PARK, MI 48237	182.48	18.25	200.73
600002406	25-30-177-012	14541 MARLOW	14541 MARLOW	14541 MARLOW	OAK PARK, MI 48237	110.67	11.07	121.74
600002470	25-30-154-005	15301 MARLOW	15301 MARLOW	15301 MARLOW	OAK PARK, MI 48237	401.00	40.10	441.10
600002560	25-30-130-010	15070 NORTHFIELD	15070 NORTHFIELD	15070 NORTHFIELD	OAK PARK, MI 48237	267.77	26.78	294.55
600002600	25-30-153-003	24200 BEVERLY	24200 BEVERLY	24200 BEVERLY	OAK PARK, MI 48237	78.62	7.86	86.48
600002665	25-30-153-021	15250 MARLOW	37000 GRAND RIVER AVE	15250 MARLOW	OAK PARK, MI 48237	93.22	9.32	102.54
600003507	25-30-208-012	24260 CLOVERLAWN	24260 CLOVERLAWN	24260 CLOVERLAWN	OAK PARK, MI 48237	208.95	20.90	229.85
600003527	25-30-203-023	24641 CLOVERLAWN	24641 CLOVERLAWN	24641 CLOVERLAWN	OAK PARK, MI 48237	148.96	14.90	163.86
600003619	25-30-226-003	13911 TEN MILE	13911 TEN MILE	13911 TEN MILE	OAK PARK, MI 48237	61.18	6.12	67.30
700000014	25-19-255-016	14270 MANHATTAN	14270 MANHATTAN	14270 MANHATTAN	OAK PARK, MI 48237	93.22	9.32	102.54
700000070	25-19-151-017	26251 RAINE	26251 RAINE	26251 RAINE	OAK PARK, MI 48237	153.69	15.37	169.06
700000455	25-19-252-022	14240 HART	14240 HART	14240 HART	OAK PARK, MI 48237	84.74	8.47	93.21
700001031	25-19-429-015	13710 BALFOUR	13710 BALFOUR	13710 BALFOUR	OAK PARK, MI 48237	592.43	59.24	651.67
700001058	25-19-429-011	13641 LUDLOW	13641 LUDLOW	13641 LUDLOW	OAK PARK, MI 48237	426.53	42.65	469.18
700001153	25-19-401-012	14441 LINCOLN	14441 LINCOLN	14441 LINCOLN	OAK PARK, MI 48237	70.05	7.01	77.06
700001209	25-19-257-012	14300 LINCOLN	14300 LINCOLN	14300 LINCOLN	OAK PARK, MI 48237	98.79	9.88	108.67
700003007	25-19-130-023	14720 BORGMAN	14720 BORGMAN	14720 BORGMAN	OAK PARK, MI 48237	11,963.39	1,196.34	13,159.73
700003832	25-19-453-025	14070 WINCHESTER	14070 WINCHESTER	14070 WINCHESTER	OAK PARK, MI 48237	74.51	7.45	81.96
700003915	25-19-233-035	26401 COOLIDGE	26401 COOLIDGE	26401 COOLIDGE	OAK PARK, MI 48237	299.99	30.00	329.99
700003916	25-19-233-035	26405 COOLIDGE	26405 COOLIDGE	26405 COOLIDGE	OAK PARK, MI 48237	103.75	10.38	114.13
700003929	25-19-285-006	13681 MANHATTAN	13681 MANHATTAN	13681 MANHATTAN	OAK PARK, MI 48237	318.39	31.84	350.23
700004024	25-19-101-027	26060 GREENFIELD	26060 GREENFIELD	26060 GREENFIELD	OAK PARK, MI 48237	90.81	9.08	99.89
700101533	25-19-256-023	14420 LINCOLN	14420 LINCOLN	24100 SOUTHFIELD	SOUTHFIELD, MI 48075	111.79	11.18	122.97
800200155	25-30-101-041	24730 GREENFIELD	24730 GREENFIELD	24730 GREENFIELD	OAK PARK, MI 48237	579.27	57.93	637.20
800220116	25-30-477-005	23067 COOLIDGE	23067 COOLIDGE	23067 COOLIDGE	OAK PARK, MI 48237	594.18	59.42	653.60
800381006	25-19-351-052	15450 TEN MILE	15450 TEN MILE	PO BOX 19120	DETROIT, MI 48219	28,543.16	2,854.32	31,397.48
800381057	25-19-301-011	25850 GREENFIELD	25850 GREENFIELD	25850 GREENFIELD	OAK PARK, MI 48237	378.20	37.82	416.02
800381105	25-19-356-009	15140 TEN MILE A	15140 TEN MILE	15140 TEN MILE	OAK PARK, MI 48237	625.38	62.54	687.92
800420138	25-32-351-016	13400 EIGHT MILE RD	13400 EIGHT MILE RD		,	901.44	90.14	991.58

109,896.56

10,989.75

120,886.31



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Special Pick Up

DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Special Pick Up, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Special Pick Up.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: _____

A handwritten signature in black ink, appearing to be "Charles R.", written over a horizontal line.

Director: _____

Finance Director: _____

A handwritten signature in black ink, appearing to be "C. A. R.", written over a horizontal line.



**UNPAID SPECIAL PICK UP INVOICES PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICT**

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for Special Pick Up charges:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$24,287.60** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

SPECIAL PICK	UP SAD 650								
Inv. Date	Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv. Amt	Penalty	Total Due
3/19/2015	15-0002787	25-29-179-034 BLUE HORSESHOE HOLDING	180	0	PC03	PROP CLEAN UP	180.00	18.00	198.00
3/19/2015	15-0002788	25-29-352-026 JOHNSON, RONALD	60	0	PC03	PROP CLEAN UP	60.00	6.00	66.00
3/19/2015	15-0002789	25-29-452-029 MAXWELL, SANDRA J	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
3/24/2015	15-0002791	25-31-428-023 REAL ESTATE IMG, LLC	180	0	PC03	PROP CLEAN UP	180.00	18.00	198.00
3/24/2015	15-0002793	52-25-29-179-024 HAMILTON, JOANN & SYLVESTER	40	0	PC03	PROP CLEAN UP	40.00	4.00	44.00
3/24/2015	15-0002799	25-31-129-058 TATE, EDWARD & AUDREY A	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
4/6/2015	15-0002819	25-31-427-023 GARDNER, DONAVAN J	60.51	0	PC04	PROP CLEAN UP	60.51	6.05	66.56
4/6/2015	15-0002820	25-31-206-016 GD MICHIGAN INVESTMENTS, LLC	106.85	0	PC04	PROP CLEAN UP	106.85	10.69	117.54
4/6/2015	15-0002821	25-32-103-021 OHANA, YEHOSSUA	142.89	0	PC04	PROP CLEAN UP	142.89	14.29	157.18
4/6/2015	15-0002822	25-31-227-018 GARDIN, ADAM	69.09	0	PC04	PROP CLEAN UP	69.09	6.91	76.00
4/6/2015	15-0002823	25-32-102-023 WEST VISTA INV	72.52	0	PC04	PROP CLEAN UP	72.52	7.25	79.77
4/6/2015	15-0002824	25-32-204-028 OHANA, IYEHOSUA	148.04	0	PC04	PROP CLEAN UP	148.04	14.80	162.84
4/6/2015	15-0002825	25-32-127-022 HOME OPPORTUNITY LLC	94.83	0	PC04	PROP CLEAN UP	94.83	9.48	104.31
4/8/2015	15-0002827	52-25-19-277-010 BOMMARITO, LAUREN D	80	0	PC04	PROP CLEAN UP	80.00	8.00	88.00
4/8/2015	15-0002830	25-32-129-004 FERGUSON, KENNETH DAVID	80	0	PC03	PROP CLEAN UP	80.00	8.00	88.00
4/8/2015	15-0002831	25-32-227-006 BLACKWATER CONSULTING LLC	137.74	0	PC04	PROP CLEAN UP	137.74	13.77	151.51
4/28/2015	15-0002838	25-31-203-020 JENKINS, LUCILLE	40	0	PC03	PROP CLEAN UP	40.00	4.00	44.00
4/28/2015	15-0002840	52-25-19-229-008	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00

		GROWE, CHARLES & RACHEL							
4/28/2015	15-0002841	25-31-178-003	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		THOMAS, SANDRA A							
4/28/2015	15-0002843	25-19-401-018	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		GREENSTEIN, JEFFREY & RENEE							
4/28/2015	15-0002844	25-30-403-040	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		MEEKS, KELVIN							
4/28/2015	15-0002847	25-19-426-008	146.32	0	PC04	PROP CLEAN UP	146.32	14.63	160.95
		WEINTRAUB, LINDA SUSAN							
4/28/2015	15-0002848	25-30-334-015	265.62	0	PC04	PROP CLEAN UP	265.62	26.56	292.18
		DAWWAS, MAHMOUD							
4/28/2015	15-0002849	25-32-202-027	335.28	0	PC04	PROP CLEAN UP	335.28	33.53	368.81
		ELLIOTT, STARR M							
5/7/2015	15-0002854	25-19-229-039	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		CORRY, PHOEBE - TRUST							
5/7/2015	15-0002855	25-31-126-035	376.3	0	PC04	PROP CLEAN UP	376.30	37.63	413.93
		PRESTIGE HOMES RENTALS & SALES LLC							
5/7/2015	15-0002856	25-32-228-038	226.88	0	PC04	PROP CLEAN UP	226.88	22.69	249.57
		HADEN, MAURICE							
5/7/2015	15-0002857	25-29-254-013	841.4	0	PC04	PROP CLEAN UP	841.40	84.14	925.54
		JPMORGAN CHASE BANK							
5/7/2015	15-0002862	25-31-278-015	90	0	PC04	PROP CLEAN UP	90.00	9.00	99.00
		SILVER, JAMES							
5/26/2015	15-0002925	25-29-182-010	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		BOYD, RUTH ANN							
5/26/2015	15-0002926	25-31-204-002	40	0	PC03	PROP CLEAN UP	40.00	4.00	44.00
		SWISA, GABRIEL							
6/4/2015	15-0002928	52-25-30-180-001	317.94	0	PC04	PROP CLEAN UP	317.94	31.79	349.73
		ONYEJIKA, PRISCA							
6/4/2015	15-0002929	25-19-429-011	247.58	0	PC04	PROP CLEAN UP	247.58	24.76	272.34
		KHAMO, SABAH E & BERNADET							
6/18/2015	15-0002980	25-29-352-026	45	0	PC04	PROP CLEAN UP	45.00	4.50	49.50
		JOHNSON, RONALD							
6/18/2015	15-0002981	25-32-229-029	45	0	PC04	PROP CLEAN UP	45.00	4.50	49.50
		TOMA, SAM							
6/23/2015	15-0003038	25-32-204-028	45	0	PC04	PROP CLEAN UP	45.00	4.50	49.50
		OHANA, IYEHOSUA							
6/30/2015	15-0003040	25-30-329-009	120	0	PC03	PROP CLEAN UP	120.00	12.00	132.00
		ROBINSON REO LLC							

6/30/2015	15-0003041	25-29-329-013	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		MASON RENTAL PROPERTIES LLC							
6/30/2015	15-0003042	25-29-227-003	40	0	PC03	PROP CLEAN UP	40.00	4.00	44.00
		LYNK, LINDA							
6/30/2015	15-0003043	25-31-202-031	120	0	PC03	PROP CLEAN UP	120.00	12.00	132.00
		22101 GARDNER, LLC							
6/30/2015	15-0003045	25-31-477-004	80	0	PC04	PROP CLEAN UP	80.00	8.00	88.00
		HOUSEHOLD FINANCE CORPORATION III							
6/30/2015	15-0003047	25-32-229-027	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		WOODWARD, TIFFANY JEANNE							
6/30/2015	15-0003048	25-19-231-032	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		STACH GROUP, LLC							
7/8/2015	15-0003102	52-25-28-352-026	103.41	0	PC04	PROP CLEAN UP	103.41	10.34	113.75
		KAUFMAN, BORIS							
7/8/2015	15-0003103	52-25-32-229-027	184.08	0	PC04	PROP CLEAN UP	184.08	18.41	202.49
		WOODWARD, TIFFANY JEANNE							
7/8/2015	15-0003104	52-25-31-177-002	103.41	0	PC04	PROP CLEAN UP	103.41	10.34	113.75
		TYLL, GREGORY							
7/8/2015	15-0003105	52-25-33-106-024	264.74	0	PC04	PROP CLEAN UP	264.74	26.47	291.21
		GONZALEZ, MARTIN F & MARIA I							
7/8/2015	15-0003106	52-25-29-283-012	87.97	0	PC04	PROP CLEAN UP	87.97	8.80	96.77
		CHASE HOME FINANCE, LLC							
7/8/2015	15-0003107	52-25-31-229-005	113.71	0	PC04	PROP CLEAN UP	113.71	11.37	125.08
		FANNIE MAE AKA FEDERAL NATIONAL MTG							
7/8/2015	15-0003108	52-25-28-352-023	120.58	0	PC04	PROP CLEAN UP	120.58	12.06	132.64
		PSAKHIS, BORIS							
7/8/2015	15-0003111	52-25-19-227-041	172.06	0	PC04	PROP CLEAN UP	172.06	17.21	189.27
		LUCAJ, NIKA							
7/8/2015	15-0003112	52-25-30-180-001	146.32	0	PC04	PROP CLEAN UP	146.32	14.63	160.95
		ONYEJIKA, PRISCA							
7/8/2015	15-0003113	52-25-30-378-017	86.25	0	PC04	PROP CLEAN UP	86.25	8.63	94.88
		TESNER, DAVID J							
7/8/2015	15-0003114	52-25-19-278-012	75.95	0	PC04	PROP CLEAN UP	75.95	7.60	83.55
		ZAGACKI, MARK & SHELLEY							
7/28/2015	15-0003158	52-25-31-126-020	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		BRYANT, BOBBY & TERRY							
7/28/2015	15-0003160	52-25-33-103-017	80	0	PC03	PROP CLEAN UP	80.00	8.00	88.00
		LEONARD, MARY							

7/28/2015	15-0003163	52-25-30-151-003	120	0	PC03	PROP CLEAN UP	120.00	12.00	132.00
		BIENENSTOCK INVESTMENTS, LLC							
7/28/2015	15-0003164	52-25-30-326-014	40	0	PC03	PROP CLEAN UP	40.00	4.00	44.00
		COMMERCE PARK PROPERTIES, LLC							
7/28/2015	15-0003165	52-25-30-326-018	180	0	PC03	PROP CLEAN UP	180.00	18.00	198.00
		COMMERCE PARK PROPERTIES, LLC							
7/28/2015	15-0003166	52-25-30-202-013	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		AZAR, HUSSAM							
8/4/2015	15-0003245	52-25-31-103-015	110.28	0	PC04	PROP CLEAN UP	110.28	11.03	121.31
		WASHINGTON, ERNESTINE							
8/4/2015	15-0003246	52-25-31-103-015	196.09	0	PC04	PROP CLEAN UP	196.09	19.61	215.70
		WASHINGTON, ERNESTINE							
8/4/2015	15-0003248	52-25-29-227-003	13800	0	PC03	PROP CLEAN UP	13,800.00	1,380.00	15,180.00
		LYNK, LINDA							
8/20/2015	15-0003267	25-30-155-017	80	0	PC04	PROP CLEAN UP	80.00	8.00	88.00
		LAUDON PROPERTIES							
8/20/2015	15-0003268	25-30-276-021	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		COMMERCE PARK PROPERTIES II, LLC							
8/20/2015	15-0003269	25-32-104-010	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		KHAN, ASADULLAH							
8/20/2015	15-0003270	25-31-4269-016	120	0	PC04	PROP CLEAN UP	120.00	12.00	132.00
		BROWN, ALAN							
8/20/2015	15-0003271	25-31-227-013	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		22020 WESTHAMPTON LLC							
8/20/2015	15-0003272	25-28-154-009	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		WALRI, ELYSE							
8/20/2015	15-0003273	25-32-103-003	60	0	PC04	PROP CLEAN UP	60.00	6.00	66.00
		TAYLOR, KENNETH							
8/20/2015	15-0003275	25-31-206-011	100	0	PC04	PROP CLEAN UP	100.00	10.00	110.00
		COMMERCE PARK PROPERTIES II, LLC							
8/20/2015	15-0003276	25-31-129-058	40	0	PC04	PROP CLEAN UP	40.00	4.00	44.00
		TATE, EDWARD							
							22,079.64	2,207.96	24,287.60



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Snow Removal Invoices

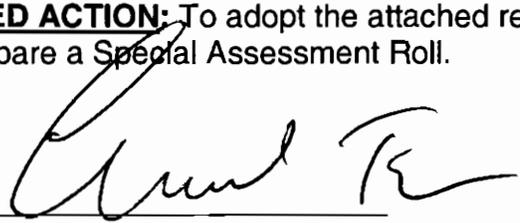
DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Sidewalk Replacement, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Snow Removal Invoices.

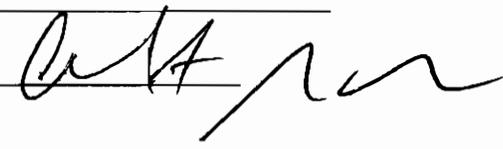
FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: 

Director: _____

Finance Director: 



**UNPAID SNOW REMOVAL INVOICES
PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICT**

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for snow removal charges:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$5,363.99** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

SNOW REMOVAL SAD 651

Inv. Date	Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv. Amt	10 % Penalty	Total Amt Due
3/9/2015	15-0002686	25-32-101-004 C & N BUILDING, LLC	624.51	0	SNWR	SNOW REMOVAL	624.51	62.45	686.96
3/9/2015	15-0002691	25-32-105-009 RIGHT BUY PROPERTIES	94.08	0	SNWR	SNOW REMOVAL	94.08	9.41	103.49
3/9/2015	15-0002692	25-30-276-040 CORRAL OF MI CONSULTING, INC	87	0	SNWR	SNOW REMOVAL	87.00	8.70	95.70
3/9/2015	15-0002693	25-29-352-024 STUDNIK INVESTMENTS, LLC	89.36	0	SNWR	SNOW REMOVAL	89.36	8.94	98.30
3/9/2015	15-0002694	25-29-352-027 KING, DIEDRA	162.44	0	SNWR	SNOW REMOVAL	162.44	16.24	178.68
3/9/2015	15-0002695	25-32-131-027 KBKIZY PROPERTIES, LLC	91.72	0	SNWR	SNOW REMOVAL	91.72	9.17	100.89
3/9/2015	15-0002696	25-32-104-041 RIGHT BUY PROPERTIES	96.43	0	SNWR	SNOW REMOVAL	96.43	9.64	106.07
3/9/2015	15-0002698	25-30-227-001 ROBBINS, BRENT	143.58	0	SNWR	SNOW REMOVAL	143.58	14.36	157.94
3/9/2015	15-0002699	25-29-352-019 CLOUD, ROMAR V	77.57	0	SNWR	SNOW REMOVAL	77.57	7.76	85.33
3/9/2015	15-0002702	25-30-204-030 WARPOOL, JOLIE R LEVINE	89.36	0	SNWR	SNOW REMOVAL	89.36	8.94	98.30
3/9/2015	15-0002703	25-30-230-024 HARGROVE, GERRY & ROBIN	101.15	0	SNWR	SNOW REMOVAL	101.15	10.12	111.27
3/9/2015	15-0002704	25-32-104-065 HARGROVE, GERRY & ROBIN	96.43	0	SNWR	SNOW REMOVAL	96.43	9.64	106.07
3/9/2015	15-0002705	25-32-103-023 RIGHT BUY PROPERTIES	87	0	SNWR	SNOW REMOVAL	87.00	8.70	95.70
3/9/2015	15-0002707	25-31-201-001 ROWE, CARLOS & TERRY	84.65	0	SNWR	SNOW REMOVAL	84.65	8.47	93.12
3/9/2015	15-0002708	25-32-103-021 OHANA, YEHOSSUA	72.86	0	SNWR	SNOW REMOVAL	72.86	7.29	80.15
3/9/2015	15-0002709	25-32-131-001 ALIAJ, ERIZON & YANA	96.43	0	SNWR	SNOW REMOVAL	96.43	9.64	106.07
3/9/2015	15-0002710	25-32-128-004 ALNARRAIE, DURAI	91.72	0	SNWR	SNOW REMOVAL	91.72	9.17	100.89
3/9/2015	15-0002711	25-33-102-011 JADAN, JOHN & FERIAL	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
3/9/2015	15-0002716	25-32-203-028 SMITH, EBONY	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52

3/9/2015	15-0002718	25-32-203-008	70.5	0	SNWR	SNOW REMOVAL	70.50	7.05	77.55
		RIGHT BUY PROPERTIES							
3/9/2015	15-0002720	25-32-201-014	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		MULHOLLAND, LAURA J							
3/9/2015	15-0002721	25-32-227-007	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		MEKHAEL, WILLIAM & BENJAMIN, LINDA							
3/9/2015	15-0002723	25-29-303-020	96.43	0	SNWR	SNOW REMOVAL	96.43	9.64	106.07
		BAHNAM, EMYALDA & SUKKAR, NADIA							
3/9/2015	15-0002727	25-29-302-011	84.65	0	SNWR	SNOW REMOVAL	84.65	8.47	93.12
		TADMOR1 LLC							
3/9/2015	15-0002728	25-32-102-010	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		MEKHAEL, WILLIAM & BENJAMIN, LINDA							
3/9/2015	15-0002730	25-28-155-001	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		PARFITT, CHLOE							
3/9/2015	15-0002732	25-29-182-010	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		BOYD, RUTH ANN							
3/9/2015	15-0002733	25-29-154-013	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		SULLIVAN, NANCY A							
3/9/2015	15-0002735	25-32-204-028	70.5	0	SNWR	SNOW REMOVAL	70.50	7.05	77.55
		OHANA, IYEHOSUA							
3/9/2015	15-0002736	25-32-204-051	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		BUTBUL, YACOV							
3/9/2015	15-0002737	25-32-202-027	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		ELLIOTT, STARR M							
3/9/2015	15-0002740	25-29-102-063	94.08	0	SNWR	SNOW REMOVAL	94.08	9.41	103.49
		WILSON, LINDA							
3/9/2015	15-0002741	25-29-429-017	105.86	0	SNWR	SNOW REMOVAL	105.86	10.59	116.45
		PRECAST CONCRETE SOLUTIONS LLC							
3/9/2015	15-0002742	25-29-281-023	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		FEDERAL NATIONAL MORT ASSOC							
3/9/2015	15-0002743	25-28-154-001	117.65	0	SNWR	SNOW REMOVAL	117.65	11.77	129.42
		LDG HOLDINGS							
3/9/2015	15-0002744	25-29-407-011	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		BAZINET, ROBERT & SUSAN							
3/9/2015	15-0002745	25-29-331-029	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		FELDMAN, YANIV							
3/9/2015	15-0002746	25-32-227-032	79.93	0	SNWR	SNOW REMOVAL	79.93	7.99	87.92
		MEKHAEL, WILLIAM & BENJAMIN, LINDA							
3/9/2015	15-0002747	25-32-227-025	82.29	0	SNWR	SNOW REMOVAL	82.29	8.23	90.52
		VERTKIN, ALEXANDER & LUDA							
3/9/2015	15-0002748	25-32-227-021	72.86	0	SNWR	SNOW REMOVAL	72.86	7.29	80.15
		KALLI HOMES, LLC							

3/9/2015	15-0002749	25-32-227-003 BUTRIS, NASRAH	91.72	0	SNWR	SNOW REMOVAL	91.72	9.17	100.89
3/9/2015	15-0002750	25-32-229-002 LEVI, EITAN	91.72	0	SNWR	SNOW REMOVAL	91.72	9.17	100.89
3/9/2015	15-0002752	25-33-105-005 HERSCHFUS, BRIAN - TRUST	84.65	0	SNWR	SNOW REMOVAL	84.65	8.47	93.12
3/9/2015	15-0002753	25-33-103-006 ELALAM, MARIAM	98.79	0	SNWR	SNOW REMOVAL	98.79	9.88	108.67
3/9/2015	15-0002754	25-28-331-015 SAMAYOA, GIANMARCO 5	89.36	0	SNWR	SNOW REMOVAL	89.36	8.94	98.30
3/9/2015	15-0002759	25-29-476-007 JENKINSON, SHANE T & KRISTINA L	103.51	0	SNWR	SNOW REMOVAL	103.51	10.35	113.86
3/9/2015	15-0002760	25-29-179-018 D & L CULLEN SUPERANNUATION, LLC	98.79	0	SNWR	SNOW REMOVAL	98.79	9.88	108.67
3/9/2015	15-0002761	25-32-103-005 MIZRACHI, DANA	87	0	SNWR	SNOW REMOVAL	87.00	8.70	95.70
TOTALS	48 Invoices						4,876.35	487.64	5,363.99



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Sidewalk Replacement

DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Sidewalk Replacement, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Sidewalk Replacement.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: _____

A handwritten signature in black ink, appearing to be "C. ...", written over a horizontal line.

Director: _____

Finance Director: _____

A handwritten signature in black ink, appearing to be "C. ...", written over a horizontal line.



**UNPAID SIDEWALK REPLACEMENT INVOICES
PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICT**

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for Sidewalk Replacement charges:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$10,939.85** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

SIDEWALK		SAD 652							
Inv. Date	Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv Amt	10% Penalty	Amt. Due
5/4/2015	15-0002853	52-25-30-276-067 WALLACE, DELROY & RISPER, TAMIKA	465	0	SW2014	SIDEWALK	465.00	46.50	511.50
6/23/2015	15-0003013	52-25-19-408-038 FUDYM, ALEKSEY	525	0	SW2014	SIDEWALK	525.00	52.50	577.50
6/23/2015	15-0003014	25-30-301-034 GUYTON, JOHLENN A C	656.25	0	SW2014	SIDEWALK	656.25	65.63	721.88
6/23/2015	15-0003015	25-30-327-004 HENDERSON, ANISHA	393.75	100	SW2014	SIDEWALK	293.75	29.38	323.13
6/23/2015	15-0003016	25-29-202-033 MARTIN, JOE & DEBORA	1514.37	0	SW2014	SIDEWALK	1,514.37	151.44	1,665.81
6/23/2015	15-0003018	25-29-251-021 ZELICKMAN, RONNA A	393.75	0	SW2014	SIDEWALK	393.75	39.38	433.13
6/23/2015	15-0003019	25-31-153-030 WINFREY, AMINA	1266.75	0	SW2014	SIDEWALK	1,266.75	126.68	1,393.43
6/23/2015	15-0003020	52-25-31-153-029 RUFFIN, MICHAEL & ANNIE	105	0	SW2014	SIDEWALK	105.00	10.50	115.50
6/23/2015	15-0003022	52-25-30-451-028 DADO, AMJAD & NANCY	387.19	220.19	SW2014	SIDEWALK	167.00	16.70	183.70
6/23/2015	15-0003023	25-30-451-021 FEGER, JAMES R	131.25	0	SW2014	SIDEWALK	131.25	13.13	144.38
6/23/2015	15-0003029	25-31-153-034 FREEMAN, ARTHUR	1982.5	0	SW2014	SIDEWALK	1,982.50	198.25	2,180.75
6/23/2015	15-0003030	25-31-429-003 ANDERSON, SHARON E	131.25	0	SW2014	SIDEWALK	131.25	13.13	144.38
6/23/2015	15-0003031	52-25-30-278-037 GAMBURD, MICHELE	632.2	0	SW2014	SIDEWALK	632.20	63.22	695.42
6/23/2015	15-0003033	25-30-334-024 DRIVER, GAIL	787.5	0	SW2014	SIDEWALK	787.50	78.75	866.25
6/23/2015	15-0003034	25-19-478-009 CORNWELL, LEANNE M	525	0	SW2014	SIDEWALK	525.00	52.50	577.50
6/23/2015	15-0003035	25-31-231-005 REVELS, FAYE	368.75	0	SW2014	SIDEWALK	368.75	36.88	405.63
TOTALS	16 Invoices						\$9,945.32	\$994.53	\$10,939.85



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA #

SUBJECT: Unpaid Miscellaneous Invoices

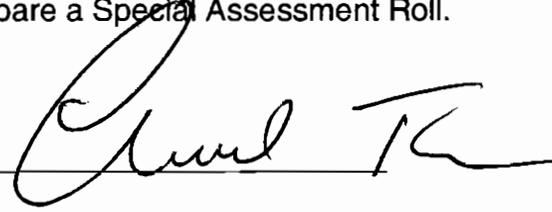
DEPARTMENT: Finance/Treasury

SUMMARY: The Deputy Treasurer is submitting a list of properties that have outstanding charges for Sidewalk Replacement, and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll; assessing unpaid charges, together with a penalty of ten percent (10%), to private property for Miscellaneous Invoices.

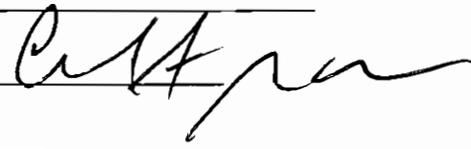
FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the attached resolution: Authorizing and directing the City Assessor to prepare a Special Assessment Roll.

APPROVALS:

City Manager: 

Director: _____

Finance Director: 



**UNPAID MISCELLANEOUS REPLACEMENT INVOICES
PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICT**

Motion to adopt the following resolution, receiving the report of the Deputy Treasurer, and authorizing and directing the City Assessor to prepare a Special Assessment Roll assessing unpaid charges to assessment districts for miscellaneous charges:

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make a Special Assessment Roll for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment District therefore according to the benefits derived in the sum of **\$2,004.65** and

THAT, Said Special Assessment Roll shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment roll, shall report the same to the Council in the manner provided by the City Charter.

Misc. Invoice - SAD 653

Inv. Date	Invoice #	Customer # Owner Name	Inv. Amt.	Pymts/Crdts.	Bill Item	Description	Inv Amt	10% Penalty	Amt Due
4/28/2015	15-0002851	25-31-128-001 NFH CAPITAL PARTNERS II LLC	207	0	M101	MISC.	207.00	20.70	227.70
4/28/2015	15-0002852	25-31-207-014 HUMPHREY, LEVI	414.29	0	M101	MISC.	414.29	41.43	455.72
5/21/2015	15-0002921	25-32-103-003 TAYLOR, KENNETH	200.61	0	M101	MISC.	200.61	20.06	220.67
5/21/2015	15-0002922	25-32-203-008 RIGHT BUY PROPERTIES	205.85	0	M101	MISC.	205.85	20.59	226.44
6/23/2015	15-0003039	25-29-102-063 WILSON, LINDA	451.09	0	M101	MISC.	451.09	45.11	496.20
8/4/2015	15-0003249	2-25-29-301-01 CHALDEAN CATHOLIC CHURCH OF USA	227.13	0	M101	MISC.	227.13	22.71	249.84
8/4/2015	15-0003250	2-25-30-155-01 HOME PROPERTIES, LLC	116.44	0	M101	MISC.	116.44	11.64	128.08
							\$1,822.41	\$182.24	\$2,004.65
TOTALS	7 Invoices								



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015

AGENDA # _____

SUBJECT: Calendar Year 2016 Free Garage Sale Dates.

DEPARTMENT: City Clerk

SUMMARY: Since 1993 City Council has authorized free garage sales during the spring and summer months and has waived the requirements for permits and fees for those sales. The free garage sales tradition recognizes the importance of garage sales to the residents and is also an attempt to minimize the overall disruption of these events to once a month.

FINANCIAL STATEMENT: Minimal Loss of \$5.00 per Garage Sale Permit

RECOMMENDED ACTION: The City Council consider designating the following weekends of April, May, June, July, August and September of calendar year 2016 for Free Garage Sales and waive the requirements for permits and fees for those sales. The Free Garage Sale dates would be as follows:

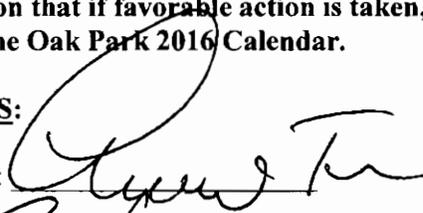
Thursday, April 21	Friday April 22	Saturday, April 23	Sunday, April 24
Thursday, May 19,	Friday, May 20	Saturday, May 21,	Sunday, May 22
Thursday, June 23	Friday, June 24	Saturday, June 25,	Sunday, June 26
Thursday, July 21	Friday, July 22	Saturday, July 23	Sunday July 24
Thursday, Aug. 18	Friday, Aug. 19	Saturday, Aug. 20	Sunday, Aug. 21
Thursday, Sept. 15	Friday, Sept. 16	Saturday, Sept. 17	Sunday, Sept. 18

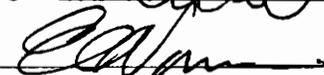
It is also recommended that all of the participants in the Free Garage Sales be required to comply with the regulations for approved garage sales as outlined below:

- 1) No sale shall be conducted before 9:00 A.M. or after 7:00 P.M.
- 2) No outside display of merchandise to be sold will be permitted on any street, sidewalk, or any area between the street and sidewalk, and any such display of merchandise to be sold shall be located at least three feet back from the sidewalk.
- 3) Sale is for owner or occupant only and no merchandise shall be brought in to supplement the sale.
- 4) Signs shall not occupy any part of the right-of-way and shall not be posted on any utility pole or similar fixture anywhere within the City of Oak Park.

This item is being submitted for the City Council's consideration at this time with the expectation that if favorable action is taken, the dates as outlined above can be included in the Oak Park 2016 Calendar.

APPROVALS:

City Manager: 

Director: 

Finance Director: _____

EXHIBITS: None.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015 **AGENDA #**

SUBJECT: Approval of Sales Agreement for Neighborhood Stabilization Program (NSP) home to a qualified homebuyer according to HUD regulations.

DEPARTMENT: Technical & Planning Services, *RMB*

SUMMARY: Home Renewal Systems, the City's marketing and sales consultants for NSP homes, is recommending approval of a Sales Agreement for the following NSP home:

13211 Dartmouth Avenue \$82,000.00

It is recommended that the Sales Agreement be approved subject to conditions. Attached is the Sales Agreements for 13211 Dartmouth Avenue.

RECOMMENDED ACTION: It is recommended that the Sales Agreement for 13211 Dartmouth Avenue be approved subject to the following:

- 1) Final approval of Sales Agreement and Closing documents by the City Attorney as to form.
- 2) Final Sales Agreement home value meeting HUD regulations.
- 3) Homebuyers currently meeting and continuing to meet all HUD regulations for the purchase of NSP homes

APPROVALS:

City Manager: _____

Department Director:  _____

Finance Director: _____

EXHIBITS: Purchase Agreement

PURCHASE AGREEMENT

MLS# 215084008

DATE 08/14/15

Table with listing and selling broker information, including names (Home Renewal Realty, LLC, Leonard D Goudy), agent IDs (302267), office IDs (362518), and email addresses (LeonardG@homerenewalrealty.com).

1. PROPERTY DESCRIPTION: The undersigned Buyer hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of Oak Park County of Oakland Tax ID# 2529154003 Legal description T1N, R11E, SEC 29 HUNTINGTON FARMS SUB LOT 63 Also commonly known as 13211 DARTMOUTH ST Zip 48237

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and stove, refrigerator, dishwasher, micro-wave

Items specifically excluded in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:

2. PRICE: Buyer agrees to pay the sum of Eighty-Two Thousand Dollars (\$82,000.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

3. METHOD OF PAYMENT: All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

- Options for payment method: A. CASH SALE, B. CASH SALE WITH NEW MORTGAGE (checked), C. SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING.

4. EARNEST MONEY DEPOSIT: Buyer is depositing with broker \$100.00 in the form of a check, money order, cashier's check or certified funds. An additional sum of \$0.00 shall be deposited within 0 calendar days of acceptance by Seller, making the total earnest money deposit \$100.00.

5. ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT: Received by Reputation First Title Agency, LLC (Company Name) Shannon Morgan (Agent Signature)

6. CLOSING: Subject to all conditions herein, closing shall take place on or before 10/13/15 at Listing Office or other mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title.

Buyer(s) Initials

Seller(s) Initials



closing date due to reasons associated with Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate.

7. **POSSESSION:** Seller shall deliver possession to Buyer at closing or by 12:00 Noon 0 days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of \$ 0 per day. Designated escrow agent shall retain from amount due Seller the sum of 1 ½ times daily fee, times total days for occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to Buyer Listing Broker Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.
8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.
9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of CLOSING POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.
10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance upon acceptance of offer and to furnish Buyer a commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, If required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. Title Commitment shall be "marked up" at closing insuring through date of recording.
- Title Insurance has been recommended by the real estate broker(s).
11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Buyer's option.
12. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Buyer acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs for recording the warranty deed.
13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.
14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)
15. **MAINTENANCE OF PROPERTY:** Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.
16. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Buyer agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.
17. **RISK OF LOSS:** Seller is responsible for any damage to the Property, except for normal wear and tear until the closing or possession, whichever is later.. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Buyer has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Buyer or Buyer


Buyer(s) Initials

Page 2 of 5

MLS # 215084008

Seller(s) Initials

can proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.

18. **SELLER'S DISCLOSURE STATEMENT:** (initial only one).

Buyer(s) Initials

- AB A **With Disclosure:** Buyer has, prior to writing this offer, received Seller's Disclosure Statement.
- B **Without Disclosure:** All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's Acceptance of this offer pursuant to Public Act 92 of 1993.

19. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

- A. AB Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Statement.
Buyer's Initials
- B. AB Buyer shall have a _____ day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated and Earnest Money Deposit shall be refunded to Buyer.
Buyer's Initials
- C. AB Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.
Buyer's Initials

20. **DEFAULT:**

- A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Seller may elect to enforce the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.
- B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

21. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$ 0.00 payable to Selling Broker at closing.

22. **TIME LIMIT:** Buyer is making this offer valid until 5:00 AM PM on 08/18/15 or until withdrawn in writing.

23. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto.

- | | | |
|--|--|--|
| <input type="checkbox"/> FHA/VA Addendum | <input type="checkbox"/> Unplatted Land Addendum | <input type="checkbox"/> Contingency Sales Agreement |
| <input type="checkbox"/> Swimming Pool Addendum | <input type="checkbox"/> Private Road Addendum | <input type="checkbox"/> Condominium Addendum |
| <input type="checkbox"/> Additional (General) Conditions | <input type="checkbox"/> Well & Septic Addendum | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> Vacant Land Addendum | <input type="checkbox"/> _____ |

24. **FLOOD INSURANCE:** Buyer may, at his expense, obtain a Floodplain Certification within 3 calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in writing, within 3 days from the date of the Certification that Buyer declares (his Agreement null and void and the deposit shall be returned to the Buyer. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph and Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

26. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer. Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within 7 calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to

AB
Buyer(s) Initials

MLS # 215084008

Seller(s) Initials

inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

- A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
- B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
- D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written responses to A or B above.

Buyer: Does *AS* Buyer Initials Does Not _____ Buyer Initials desire to have Property Inspection.

- 27. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.
- 28. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, state or federal law, or Buyer's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs do not exceed \$_____. If Seller does not complete all repairs required by municipality, Buyer may assume the additional costs to complete repairs, or Buyer may declare this Agreement void.
- 29. **BUYER ACCEPTANCE OF CONDITION: AS IS CONDITION –** By closing this transaction, Buyer shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer is satisfied with the condition of the Property.
- 30. **TIME FOR LEGAL ACTION:** Buyer and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one (1) year after the Closing, or be forever barred.
- 31. **SHOWINGS:** Seller agrees not to allow the Property to be shown after the inspection contingency is removed or has expired.
- 32. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** If the sale price of the Property exceeds \$300,000.00, the parties to this Agreement will be bound by FIRPTA requirements and must complete the addendum for FIRPTA.
- 33. **This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser.**
- 34. **DISCLAIMER OF BROKER(S) AND RELEASE:** Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against the Broker(s), their officers, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in the areas of law, tax, financing, surveying, structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.
- 35. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.
- 36. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.
- 37. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.
- 38. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.
- 39. **FACSIMILE/ELECTRONIC AUTHORITY:** As an Alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this agreement and/or any written notice of communication in connection with the agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Seller Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which

 AS
Buyer(s) Initials

MLS # _____ 215084008 _____

Seller(s) Initials



Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. All electronic means of signature or Initials by any party must be accompanied with a certificate.

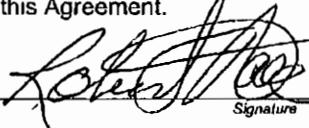
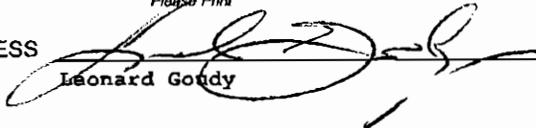
40. **MISCELLANEOUS:**

- A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.
- B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
- D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.

41. **OTHER TERMS AND CONDITIONS:**

This home is part of the City Of Oak Park's Neighborhood Stabilization Program. Buyer must meet affordability and eligibility guidelines as determined by HUD. Buyer must receive 8 hours counseling through Oakland County. Buyer can get up to \$20,000.00 down payment assistance once all qualifications are met.

BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

BUYER Robert Hall Please Print BUYER  Signature
BUYER _____ Please Print BUYER _____ Signature
WITNESS  DATE 8-14-15

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

SELLER _____ Please Print SELLER _____ Signature
SELLER _____ Please Print SELLER _____ Signature
WITNESS _____ DATE _____

BUYER ACKNOWLEDGMENT OF ACCEPTANCE: Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by the Seller, thereby making this Agreement a counteroffer).

BUYER Robert Hall Please Print BUYER  Signature
BUYER _____ Please Print BUYER _____ Signature
WITNESS _____ DATE _____
Leonard Goudy

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and details of this particular transaction to ensure that each provision of this form is appropriate for this transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

MLS # 215084008



Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

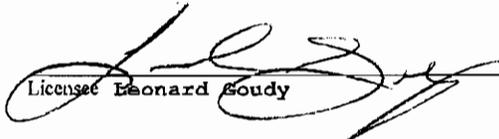
I hereby disclose that the agency status of the licensee named below is:

- Seller's agent
- Seller's agent - limited service agreement
- Buyer's agent
- Buyer's agent - limited service agreement
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.


Licensee Leonard Goudy

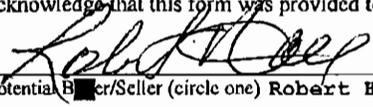
Licensee

8-14-15
Date

Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**


Potential Buyer/Seller (circle one) **Robert Hall**

8-14-15
Date

Potential Buyer/Seller (circle one)

Date

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



Seller's Disclosure Statement

Property address: 13211 DARTMOUTH ST OAK PARK MI 48237 MICHIGAN
Street City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/conditioner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes no
If yes, please explain: _____
- Insulation: Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof: Leaks? yes no
Approximate age if known: New?
- Well: Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes no
If yes, date of last report/results: _____
- Septic tanks/drain fields: Condition if known: _____
- Heating system: Type/age: New

BUYERS INITIALS AA
SELLERS INITIALS _____

Property address: _____

MICHIGAN

Street _____

City, Village, or Township _____

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown yes no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no

2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown yes no

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no

5. Settling, flooding, drainage, structural, or grading problems? unknown yes no

6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no

7. Any underground storage tanks? unknown yes no

8. Farm or farm operation in the vicinity, or proximity to a landfill, airport, shooting range, etc? unknown yes no

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no

10. Any outstanding municipal assessments or fees? unknown yes no

11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from NIA (date) to NIA (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer [Signature] Date 8-14-15 Time 11:55 AM

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of or warranties made in connection with the form.



Lead-Based Paint and Lead-Based Paint Hazards Disclosure



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure is in regard to a residential dwelling commonly known as 13211 DARTMOUTH ST
Oak Park MI 48237 (STREET ADDRESS)

Seller's Disclosure (initial all paragraphs which apply)

Seller represents that the housing on the above described property was constructed after 12/31/1977 and thereby is exempt under 42 U.S.C. 4582(d) (the lead paint disclosure regulations)

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Seller has no records or reports of lead-based paint and/or lead-based paint hazards in the housing.

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

Seller has the following records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing which seller shall provide to purchaser upon receipt of an acceptable "Buy & Sell Agreement". (list documents below)

Seller's Agent's Acknowledgement (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgement (initial all paragraphs which apply)

Purchaser has received copies of all information listed above, if any.

Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home".

Purchaser has (initial only one below)

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards;

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Robert Hall
Purchaser
Robert Hall

8-14-15
Date

Seller

Date

Leonard D Goudy
Selling Sales Person
Leonard D Goudy

8-14-15
Date

Seller

Date

Seller's Agent
Leonard D Goudy

Date



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 8, 2015 **AGENDA #**

SUBJECT: Minimum Value Plan Participation Agreement – Patient Protection and Affordable Care Act (PPACC)

DEPARTMENT: City Manager's Office/Human Resources and Operations

SUMMARY: Under the Patient Protection and Affordable Care Act (PPACC) employers are required to offer healthcare coverage to part-time variable hour employees who work an average of 30 hours or more per week. Cornerstone, our benefits consultants, has recommended implementing a Minimum Value Health Care plan that will meet the employer mandates outlined under PPACC.

FINANCIAL STATEMENT: The costs associated with the Minimum Value Plan will be shared between the participating employee and the City.

RECOMMENDED ACTION: It is recommended City Council approve signing the Participation Agreement authorizing implementation of the Minimum Value healthcare plan.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: Minimum Value Plan Participation Agreement



Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

CITY OF OAK PARK



**Blue Cross
Blue Shield
Blue Care Network
of Michigan**

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

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RATE/AGREEMENT FOR CITY OF OAK PARK

The following rates are effective: 06/01/2015

Control #:
Group Suffix Name: CITY OF OAK PARK - ACTIVE CO
Mos Group/Section : 007039007/0000
Rating Type: ASC
Renewal Date: 01/01/2015
Plan Name: P003

Certificates	453F	SIMPLY BLUE HSA GROUP BENEFITS CERTIFICATE WITH PRESCRIPTION DRUGS ASC
	4770	VISION CARE GROUP BENEFIT CERTIFICATE SERIES A80
Medical/Surgical Riders	535F	RIDER SBD-HSA-C 0%-IN 20%-ON ASC SIMPLY BLUE HSA COINSURANCE REQUIREMENT FOR IN-NETWORK AND OUT-OF-NETWORK SERVICES
	545E	ADMINISTRATIVE RIDER PLAN YEAR - JANUARY
	577G	RIDER SBD HSA D 6350/12700 IN, 12700/25400 ON ASC SIMPLY BLUE HSA DEDUCTIBLE REQUIREMENT
	596G	RIDER SBD-HSA-OPM \$6350-IN \$15000-ON ASC SIMPLY BLUE HSA ANNUAL OUT-OF-POCKET MAXIMUMS
	750H	ADMINISTRATIVE FORM MVP ASC MINIMUM VALUE PLAN
Drugs Riders	717F	RIDER PD-RX-CM ASC PRESCRIPTION DRUG COST MANAGEMENT
Vision Riders	A925	ADMINISTRATIVE RIDER FOR MOS ISSUE VCA80 - VISION (placeholder)
Comp/Supplemental	0738	BLUE SHIELD 65, G-I BENEFIT CERTIFICATE (OPTION 1)
	2017	GROUP MEDICARE PART A COMPLEMENTARY BENEFIT CERTIFICATE
	459F	PREFERRED RX PROGRAM CERTIFICATE ASC
	4770	VISION CARE GROUP BENEFIT CERTIFICATE SERIES A80
	2014	RIDER GCP-D
	312D	RIDER HCR-MS-PCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL PREVENTIVE CARE BENEFITS
	4087	RIDER GPC- SAT-2 - SUBSTANCE ABUSE TREATMENT PROGRAM BENEFITS
	472B	RIDER GPC-SAT-MHP-2 - GROUP COMPLEMENTARY SUBSTANCE ABUSE TREATMENT MENTAL HEALTH PARITY
	509E	RIDER HCR-MS-WCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL WOMEN'S CONTRACEPTIVE BENEFITS
	545E	ADMINISTRATIVE RIDER PLAN YEAR - JANUARY

- BCBSM reserves the right to adjust rates if any of the assumptions used to quote the rates are incorrect or change.
- The rates quoted above may vary when computer-generated for your monthly bill.
- Certificates, riders, and rates are subject to regulatory approval.



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	A902	ADMINISTRATIVE RIDER COMP BENEFITS - MEDICAL
	764F	RIDER PD-TTC \$20/\$60/50%/\$80/\$100-RXCM ASC PRESCRIPTION DRUG TRIPLE TIER COPAYMENT WITH MINIMUM AND MAXIMUM AMOUNTS AND A COST MANAGEMENT PROGRAM
	A903	ADMINISTRATIVE RIDER COMP BENEFITS - DRUG
	A901	ADMINISTRATIVE RIDER COMP BENEFITS - VISION
	A925	ADMINISTRATIVE RIDER FOR MOS ISSUE VCA80 - VISION (placeholder)

- BCBSM reserves the right to adjust rates if any of the assumptions used to quote the rates are incorrect or change.
- The rates quoted above may vary when computer-generated for your monthly bill.
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**Blue Cross
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Tier	Blue Cross	Blue Shield	Drugs	Vision	Monthly Premium excluding estimated Taxes, Fees and Assessments	Estimated Taxes, Fees and Assessments	Total Premium including estimated Taxes, Fees and Assessments
1Person	\$ 72.99	\$ 74.67	\$ 33.85	\$ 2.89	\$ 184.40	NA	\$ 184.40
2Person	\$ 175.17	\$ 179.21	\$ 81.23	\$ 6.94	\$ 442.55	NA	\$ 442.55
Family + DC	\$ 218.97	\$ 224.02	\$ 101.54	\$ 8.68	\$ 553.21	NA	\$ 553.21
Comp	\$ 125.21	\$ 82.44	\$ 130.48	\$ 2.38	\$ 340.51	NA	\$ 340.51
SD	\$ 102.18	\$ 104.54	\$ 47.39	\$ 0.00	\$ 254.11	NA	\$ 254.11

Factors	Blue Cross	Blue Shield	Drugs	Vision
RRL	1.4805	1.5959	5.3983	0.7400

Medigap: No

Ref- 59103001

The Total Premium shown above includes BCBSM's/BCN's estimates of applicable Federal and state taxes, fees and assessments. BCBSM's/BCN's estimates are subject to change. BCBSM/BCN will not reconcile or settle any amounts collected with actual amounts owed for such Federal and state taxes, fees, and assessments.

- BCBSM reserves the right to adjust rates if any of the assumptions used to quote the rates are incorrect or change.
- The rates quoted above may vary when computer-generated for your monthly bill.
- Certificates, riders, and rates are subject to regulatory approval.



**Blue Cross
Blue Shield
Blue Care Network
of Michigan**

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

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RATE/AGREEMENT FOR CITY OF OAK PARK

Included Plan Variations

LOBs
Vision, Blue Cross, Blue Shield
Drugs, Blue Shield, Blue Cross

Coordination of Benefits: COBI - Pursue and Pay Aggressive Coordination of Benefits Form must be attached
 HRA(Health Reimbursement Account): Add Maintain Cancel-attach group letter
 HSA(Health Savings Account): Add Maintain Cancel-attach group letter

Signature of Group Executive on behalf of the Group and the Group Health Plan: _____ Date: _____

Signature of BCBSM Rep: _____ Mail Code: _____ Date: _____

Signature of Agent: _____ Date: _____

Signature of Underwriter/Group Administration: _____ Date: _____

- BCBSM reserves the right to adjust rates if any of the assumptions used to quote the rates are incorrect or change.
- The rates quoted above may vary when computer-generated for your monthly bill.
- Certificates, riders, and rates are subject to regulatory approval.