

Oak Park

Special Council Meeting

March 19, 2018





CITY OF OAK PARK

City Clerk

Mayor
Marian McClellan
Mayor Pro Tem
Solomon Radner
Council Members
Carolyn Burns
Ken Rich
Regina Weiss
City Manager
Erik Tungate

NOTICE

SPECIAL MEETING OF THE 37th OAK PARK CITY COUNCIL

March 19, 2018

6:00 PM

Notice is hereby given that a Special Meeting of the Oak Park City Council is scheduled for March 19, 2018 at 6:00 PM and will be held in the Council Chambers of Oak Park City Hall, 14000 Oak Park Blvd., Oak Park, Michigan 48237.

The purpose of the Special Meeting is to conduct the following Special Business:

- A. Request to approve the purchase of vacant property and to authorize the City Manager to sign all documents pertaining to the purchase
- B. Discuss the requirements of Public Act 202 of 2017 and consider strategies to improve the funding of the Oak Park Retirement Systems
- C. **CLOSED SESSION**
Pursuant to Section 8 of the Open Meetings Act to convene into a Closed Session to discuss collective bargaining agreement negotiations

Notice of the above meeting of the City of Oak Park is given in compliance with the Charter, Section 7.2, and with provisions of Public Act No. 267 of 1976, as amended.

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. The City 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 Special Council Meeting will be made with prior notice.

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
37TH OAK PARK CITY COUNCIL
March 19, 2018
6:00 PM**

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. SPECIAL BUSINESS:

A. Request to approve the purchase of vacant property and to authorize the City Manager to sign all documents pertaining to the purchase

B. Discuss the requirements of Public Act 202 of 2017 and consider strategies to improve the funding of the Oak Park Retirement Systems

C. CLOSED SESSION

Pursuant to Section 8 of the Open Meetings Act to convene into a Closed Session to discuss collective bargaining agreement negotiations

4. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; and the speaker, alone, is responsible for his or her comments; the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. There is a three minute time limit per speaker.

5. CALL TO COUNCIL

6. ADJOURNMENT



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: March 19, 2018

SUBJECT: Property Purchase

DEPARTMENT: Economic Development and Communications

SUMMARY: Part of the Nine Mile Redesign project includes Linear Parks on the vacant City owned property on the south side of Nine Mile Rd. To connect these parks to the neighborhood we designed a passive connector park that would allow the residents in that area of the City a connection to the newly created Linear Parks.

The City Attorneys were able to negotiate a purchase price of \$10,000 for the vacant lot. The purchase price is \$5,000 under the appraised value of \$15,000. It is recommended that the City Council authorize the City Manager to sign all contracts and approve the purchase of the vacant lot.

This project will help to boost property values in the area and serve a portion of the City that is not in close proximity to parks.

FINANCIAL STATEMENT: funds are available in account 402-18-444-956.100

RECOMMENDED ACTION: City Council approve the purchase of the vacant parcel and approve the City Manager to sign all documents.

APPROVALS:

City Manager: [Signature]

Department Director: [Signature: Brian Marone]

Director of Finance: [Signature]

Budgeted:

EXHIBITS: appraisal and purchase agreement

PURCHASE AGREEMENT

MLS#

LISTING BROKER	SELLING BROKER
LISTING AGENT	SELLING AGENT
AGENT ID #	OFFICE ID
PHONE	PHONE

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase property located in Michigan, City of OAK PARK County of OAKLAND Tax ID# 52-25-32-210-010
 Legal description _____
 Also commonly known as 10650 Troy, Oak Park, Michigan Zip 48237
Direct address

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on the property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, telephone network, 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 subject to building and use restrictions and easements, if any, and zoning ordinances, if any.

2. **PRICE:** Purchaser agrees to pay the sum of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) 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 certified, cashiers or a licensed title company check acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

- A. CASH SALE, DELIVERY OF THE WARRANTY DEED CONVEYING MARKETABLE TITLE AND PAYMENT OF THE PURCHASE PRICE**
- B. CASH SALE WITH NEW MORTGAGE,** Agreement contingent upon Purchaser securing a _____ mortgage, not contingent upon sale or closing of other assets, in the amount of \$ _____ and paying \$ _____ down plus mortgage costs, prepaid items, adjustments and flood insurance if required by lender. Purchaser agrees to apply for such mortgage within _____ calendar days from final acceptance of this Agreement at their own expense. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within _____ calendar days from date of Agreement, Listing Broker shall be notified immediately and Seller may declare Agreement void. Purchaser further agrees that in connection with said application to lender, they will promptly comply with lender's request for true and accurate information required to process loan application. In the event the Purchaser(s) mortgage application is denied as evidenced by a written denial letter from Purchaser(s) lender, this offer shall be declared null and void, and all earnest monies shall be returned to the Purchaser(s) without penalty.
- C. SALE TO EXISTING FINANCING, LAND CONTRACT OR PURCHASE MONEY MORTGAGE.** (See appropriate finance addendum attached and made a part hereof.)

4. **EARNEST MONEY:** Not applicable.

5. **ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT:** Received by: _____
Company Name

Agent Signature

6. **CLOSING:** Subject to all conditions herein, closing shall take place on or before MARCH 20, 2018 at the Listing Office or otherwise mutually agreed location.

7. **POSSESSION:** AT CLOSING.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of the availability of home protection plans.
9. **SEWER AND WATER CHARGES:** SELLER IS RESPONSIBLE FOR ALL UTILITY CHARGES, INCLUDING WATER AND SEWER, UP TO AND INCLUDING THE DATE OF CLOSING. The title company shall not withhold any amounts from the sale proceeds to establish a water escrow.
10. **TITLE EVIDENCE AND SURVEY:** Seller shall have no obligation to furnish a commitment for title insurance. The cost for issuance of a title commitment, and owner's policy pursuant to the commitment, shall be the sole responsibility of Purchaser.
11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in marketable condition required for performance hereunder, Seller shall have 10 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 or by date specified 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 become null and void at Buyer's option.
12. **PROPERTY TAXES:** Any taxes and assessments that are a lien on the Real Property, or that otherwise relate to the Real Property and are due and payable as of Closing (other than the lien of general real estate taxes that are not due and payable as of Closing), shall be paid by Seller on or before Closing. Real estate taxes for the year in which the closing occurs shall be prorated and adjusted between Seller and Purchaser as of Closing on a calendar year basis. If the real estate taxes for the year cannot be determined as of Closing, the taxes shall be prorated as of Closing based on the real estate taxes payable with respect to the Real Property for the immediately preceding calendar year. The parties shall arrange for final readings of utility meters as of Closing and Seller shall pay at Closing final utility charges based on the readings. Any other charges for utilities or other services, materials, or labor furnished to or with respect to the Property (other than services, materials, or labor contracted for by Purchaser) before Closing shall be paid by Seller on or before Closing.
13. **ASSESSMENTS:** 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:** Not applicable.
15. **MAINTENANCE OF PROPERTY:** Seller is responsible to keep 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.
16. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason (including, but not limited to, fire, vandalism or acts of God) risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyer's option, this Agreement may become null and void, or Buyer may accept property and take assignment of insurance proceeds as available.
17. **DISCLAIMER OF BROKER(S):** The parties acknowledge that they have not utilized the services of a real estate agent or broker, and they are not relying on any representation or warranties that may have been made other than those in writing.
18. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves right to walk through property within 48 hours prior to closing to determine whether terms of Agreement have been met.
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Seller. No agreement shall be binding except those in writing and signed by all parties involved. Prior negotiations and verbal agreements will not be binding.
20. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind executors, administrators, successors and assigns of the parties.
21. **FACSIMILE/ELECTRONIC AUTHORITY:** Parties agree that this offer, any counteroffer or acceptance, may be delivered by use of facsimile/electronic authority with signatures, and that initials and modifications shall be deemed valid and binding upon the parties as if original signatures.
22. **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.
23. **SELLER'S DISCLOSURE STATEMENT- WITHOUT DISCLOSURE:** The Seller disclosure requirements do not apply to this transaction pursuant to MCL 565.953(h) as Buyer is a governmental entity.
24. **DEFAULT:**
- A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Seller may elect to enforce terms herein, declare sale void, retain deposit (per Paragraph 4), and/or seek available legal or equitable remedies.

B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of deposit (per Paragraph 4), and/or seek available legal or equitable remedies.

25. **FEES:** Purchaser will pay all closing fees and all costs associated with recording the required deed. The parties agree that the title company will prepare the closing documents necessary to complete this transaction, that the Title company will conduct the closing, and that the cost of same, together with any document preparation fee, shall be paid by Buyer. Seller will pay any required transfer tax. Purchaser shall pay for the cost of any owner's commitment and standard policy of title insurance, if Purchaser elects to obtain title insurance. At closing, the parties will execute closing statements prepared by the Title Company and all income or other tax and governmental reporting documents as required by the Title Company.

26. **TIME LIMIT:** Buyer is making this offer valid until March 9, 2018 at 5:00 pm EST, or until withdrawn in writing.

27. **COUNTEROFFER:** In the event Seller makes any written changes to terms and conditions herein, such changes, if initiated and Seller Acceptance executed, shall constitute a counteroffer by Seller to Purchaser, which shall remain valid until _____ AM/PM on _____. Acceptance of counteroffer by Purchaser occurs when Purchaser initials each change, signs Purchaser Acknowledgment of Acceptance (bottom line), and delivers notice to Seller by time stipulated above.

28. **ADDITIONAL DOCUMENTS ATTACHED:** Not applicable.

FHA/VA Addendum For Your Protection Get An Inspection Well & Septic Addendum	Unplatted Land Addendum Private Road Addendum Financing Addendum	Contingency Sales Agreement Condominium Addendum Vacant Land Addendum	Swimming Pool Addendum Additional (General) Conditions
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29. **WELL AND SEPTIC SYSTEM INSPECTION:** Not applicable.

30. **INSPECTION CONTINGENCY:** Buyer may 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 10 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 said 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 response to A or B above.

Buyer Does _____ Does Not _____ desire to have Property Inspection.
Buyer initials Buyer initials

31. **MUNICIPAL INSPECTIONS:** BUYER AGREES TO ORDER AND PAY FOR CITY INSPECTIONS.

32. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

A. _____ Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint the terms of which are incorporated herein
Buyer initials Seller's Form completed by the Seller on _____
by reference. Date

B. _____ Buyer shall have a ten day opportunity after date of Agreement to conduct an inspection of property for
Buyer initials presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) The risk assessment or inspection is to be made at Buyer's expense. Buyer will indemnify and hold Seller harmless from any claims or damage arising from any such risk assessments or inspections. If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated any deposit shall be refunded to Buyer. Unless Buyer timely notifies Seller in writing of Buyer's dissatisfaction with the condition of the Property based on the lead-based paint risk assessment or inspection, this contingency will be deemed waived and Buyer will be conclusively presumed to accept the condition of the premises "AS IS."

C. _____ Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or
Buyer initials lead-based paint hazards.

33. **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.

- 34. **BUYER ACCEPTANCE OF CONDITION:** If Buyer elects to close regardless of conditions disclosed in due diligence period, Buyer shall be deemed to have accepted property in its "AS IS" condition. Buyer hereby knowingly waives, releases and relinquishes any and all claims of causes of action against Brokers, their officers, directors, employees and/or their agents for condition of property.
- 35. **SHOWINGS:** Seller agrees not to allow property to be shown after inspection contingency is removed or has expired.
- 36. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** If the sale price of residence exceeds \$300,000.00, the parties to the Agreement will be bound by FIRPTA requirements and must complete addendum for FIRPTA at closing.
- 37. **LEGAL COUNSEL RECOMMENDATION:** ALL PARTIES TO THIS AGREEMENT MAY RETAIN AN ATTORNEY TO PROTECT THEIR INTERESTS. The terms of this agreement shall survive the closing.
- 38. **OTHER TERMS AND CONDITIONS:** Buyer and Seller each represent and warrant to the other that no broker has been engaged by them in connection with the transactions contemplated by this Agreement.

BUYER SIGNATURE AND ACKNOWLEDGEMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein.

WITNESS

Print Name:

BUYER

Print name:

Title:

DATE:

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receipt of a copy of Agreement.

WITNESS

Print Name:

SELLER

DATE:

BUYER ACKNOWLEDGEMENT OF ACCEPTANCE: Buyer by signing below acknowledges receipt of Seller's signed acceptance of Agreement or shall constitute a final acceptance of Seller's counteroffer.

WITNESS

Print Name:

BUYER

Print name:

Title:

DATE:

MI-State Appraisals, Llc.
LAND APPRAISAL REPORT

FHA/VA Case No.

File No. **TROY10850**

Borrower N/A Census Tract 1716.00 Map Reference 47684
 Property Address 10650 Troy St
 City Oak Park County OAKLAND State MI Zip Code 48237
 Legal Description T1N, R11E, SEC 32 RIDGEWOOD ESTATES LOT 43
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 158.28 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client CITY OF OAK PARK Address 14300 OAK PARK BLVD. OAK PARK, MI 48237
 Occupant VACANT LAND Appraiser MATTHEW D BRIDGES Instructions to Appraiser N/A

SUBJECT

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.

Present Land Use 80 % One-Unit 5 % 2-4 Unit 5 % Apts. 5 % Condo 5 % Commercial
 % Industrial % Vacant
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant 5 % Vacant
 One-Unit Price Range \$ 10,000 to \$ 210,000 Predominant Value \$
 One-Unit Age Range 30 yrs. to 85 yrs. Predominant Age 80 yrs.

Employment Stability Good Avg Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) **SEE ATTACHED ADDENDUM.**

Dimensions 50 X 106 = 5,300 sf (0.12 ac) Corner Lot
 Zoning Classification R-1 Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) SINGLE FAMILY RESIDENTIAL HOME
 Public Other (Describe) CONSUMERS/DTE
 Etc. CONSUMERS/DTE OFF SITE IMPROVEMENTS
 Gas CITY Street Access Public Private
 Water CITY Surface PAVED Topo GENTLY ROLLING
 San. Sewer CITY Maintenance Public Private Size TYPICAL FOR THE AREA
 Underground Elect. & Tel. Storm Sewer Curb/Gutter Shape RECTANGULAR
 Sidewalk Street Lights View RESIDENTIAL
 Drainage APPEARS ADEQUATE
 Is the property located in a FEMA Special Flood Hazard Area? Yes No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) **NO IMPROVEMENTS WERE CURRENTLY AT THE SITE. THE PROPERTY CURRENTLY MEETS LOCAL ZONING REQUIREMENTS. NO NOTED EASMENTS OR ENCROACHMENTS. THE SUBJECT PROPERTY BACKS A BUSY ROAD.**

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3		
Address	10650 Troy St Oak Park, MI 48237	23480 Rensselaer St Oak Park, MI 48237	13201 Oak Park Blvd Oak Park, MI 48237	23085 Meadowlark St Oak Park, MI 48237		
Proximity to Subject		0.30 miles N	0.57 miles NW	0.53 miles E		
Sales Price	\$ N/A	\$ 18,000	\$ 23,000	\$ 48,500		
Price \$/Sq. Ft.	\$	\$ 2.31	\$ 2.27	\$ 3.53		
Data Source(s)	ASSESSING RECORD	RLCMP#216080806	RLCMP#216080810	RLCMP#217086621		
ITEM	DESCRIPTION	DESCRIPTION	+/- \$ Adjust.	DESCRIPTION	+/- \$ Adjust.	
Date of Sale/Time Adj.	N/A	12/28/2016	+3,800	08/12/2017	+2,300	
Location	RES/ BCKS BSY RD	RESIDENTIAL	-1,500	RES / BSY RD	RESIDENTIAL	-1,500
Site/View	5,300 sf (0.12 ac)	7,778 sf (0.18 ac)	-8,000	10,149 sf (0.23 ac)	-11,000	
				13,730 sf (0.32 ac)	-20,000	
Sales or Financing Concessions	N/A					
Net Adj. (Total)		\$ -3,900	\$ -8,700	\$ -21,500		
Indicated Value of Subject		\$ 14,100	\$ 14,300	\$ 27,000		

Comments on Market Data **SEE ATTACHED ADDENDUM**

Comments and Conditions of Appraisal **SEE ATTACHED ADDENDUM**

Final Reconciliation **SEE ATTACHED ADDENDUM**

WE ESTIMATE THE MARKET VALUE, AS OF 01/14/2018 OF THE SUBJECT PROPERTY AS OF 01/14/2018 TO BE \$ 15,000

Appraiser MATTHEW D BRIDGES Supervisory Appraiser (if applicable)
 Date of Signature and Report 01/15/2018 Date of Signature
 Title CERTIFIED RESIDENTIAL Title
 State Certification # 1201072464 ST MI State Certification # ST
 Or State License # ST Or State License # ST
 Expiration Date of State Certification or License 07/31/2018 Expiration Date of State Certification or License
 Date of Inspection (if applicable) 01/14/2018 Did Did Not Inspect Property Date of Inspection

Supplemental Addendum

File No. TROY10650

Bond/WR	N/A						
Property Address	10650 Troy St						
City	Oak Park	County	OAKLAND	State	MI	Zip Code	48237
Lender/Client	CITY OF OAK PARK						

This addendum is to become a part of the Appraisal Report submitted to you regarding the above described property.

SCOPE OF APPRAISAL

The intended use of this appraisal is to provide an opinion of the market value of the subject property, as of the date of valuation for the purpose of owners interest. The property rights appraised are Fee Simple Estate. Fee Simple Estate is Defined as "Absolute Ownership unencumbered by any other interest or estate subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat."

The valuation process involves an exterior inspection of the subject by the appraiser. Next, the appraiser gathers, analyzes and confirms applicable market data information using in-house files, multiple listing services, real estate brokers, local government records, and other sources relevant to this assignment.

The appraiser then applies the data gathered to the applicable approaches to value, reconciles the results, and provides an opinion of market value.

Further information pertaining to the scope of work appears elsewhere in this report.

Land: Neighborhood - Description

SUBJECT IS LOCATED IN A SUBURBAN SETTING WHERE MOST HOMES ARE LOCATED IN SUBDIVISIONS ALONG PAVED ROADS AND BUSINESS OR RETAIL IS FOUND IN SCATTERED STRIP CENTERS ALONG MAIN ROADS. EMPLOYMENT CENTERS AND AMENITIES ARE LOCATED WITHIN 5 MILES OF THE SUBJECT PROPERTY. A TYPICAL COMMUTE IS 15-30 MINUTES.

Land: Neighborhood - Market Conditions

IT CONTINUES TO BE A BUYERS MARKET, BUT LIST PRICES ARE NOW MUCH LOWER WHICH HAS CREATED SHORTER MARKETING TIMES. BOTH CONVENTIONAL AND NON-CONVENTIONAL FINANCING ARE COMMON WITH SALES CONCESSIONS TYPICAL. AVERAGE SALES TO ASKING PRICES WERE FOUND TO BE 70 - 100% INCLUDING SELLERS CONCESSIONS.

The exposure time for the subject property at the opinion of value is equal to the marketing time noted above and in the neighborhood market trends area of this report.

Land: Sales Comparison Analysis - Summary of Sales Comparison Approach

It must be noted that recently days-on-market for homes in southern lower Michigan have become extremely difficult to determine. Real estate agents and brokers frequently withdraw old listings then, in a few days, resubmit, creating a new listing with a different number which cannot be easily found by the appraiser. The listing/selling data contained herein may not always be accurate, although the appraiser has attempted to portray a true picture of the present, soft, market conditions.

The comparables presented within this report are considered the best available to this appraiser at the time for comparison to the subject. Comparable sales information is based on MLS, builder sales records, and/or local government records unless otherwise noted.

Sales comparables from closed transactions are deemed to be the best available for the market area, and they are:

- located within the subject's neighborhood boundaries
- sold by knowledgeable banker to a well-informed investor

A zero (-0-) is entered in the grid of the Sales Comparison Approach to indicate to the reader that the particular item, which varies from the subject property, has been recognized and that no adjustment is deemed applicable. The differential is considered to be of no value, or may be of an offsetting value with another item, or no adjustment was applicable due to the fact that no accurate adjustment was able to be extracted through a paired sales analysis of the sales available in the subject's immediate marketing area.

All comparable sales have something in common with the subject property and collectively they support estimated market value.

The site is adjusted for value, not necessarily size. Lack of adjustment indicates similar or equal value in the opinion of the appraiser.

Not all adjustments in the Sales Comparison Approach can be directly extracted from or supported by the available market data with a high degree of accuracy. Some adjustments have an element of subjectivity and professional judgment which the appraiser has applied based on prior observations of the reactions of typical/knowledgeable buyers and sellers in the market area.

The value presented in this report does not represent the predominant noted on page 1. The trends noted on page one encompass the entire neighborhood and includes all properties regardless of design, GLA, condition, or amenities. The subject is not considered an over/under improvement for the neighborhood and no adverse impact on marketability was noted.

Due to the lack of comparable sales within the subject's immediate marketing area, it was deemed necessary to utilize sales that exceed distance guidelines for this report. These sales were chosen from areas of similar marketability and appeal.

Some comparable photos have been extracted from mls listings or assessing record databases to represent the comparable properties used in this report.

An adjustment of \$100.000/acre has been applied to the sales utilized in this report.

Due to the lack of available vacant land sales within the city of Oak Park, it was deemed necessary to exceed the recommended time of sale guidelines for comparables 1 and 2. An adjustment has been applied for an increasing market trend for any sales that exceed a 6 month time of sale from the effective date of this report.

Supplemental Addendum

File No. TROY10650

Borrower	N/A				
Property Address	10650 Troy St				
City	Oak Park	County	OAKLAND	State	MI Zip Code 48237
Lender/Client	CITY OF OAK PARK				

• Land : Reconciliation - Reconciliation and Final Value Conclusion

The most probable purchaser of the subject property would be a mainstream buyer.

In the sales comparison approach, the appraiser analyzes competitive properties in the subject's neighborhood or market area and compares them to the subject. Adjustment for the differences that exist between the subject and the comparable are made resulting in an indicator of market value.

Finally, after having analyzed the values obtained from the approaches utilized in this report, a final indication of value is presented in this report. Most weight has been placed upon the sales comparison approach and is deemed the best indicator of value for the subject property.

The final valuation estimate precludes undisclosed conditions (such as easement, interests, or encroachments) that may be exhibited in the title report or survey.

STATE LAW REQUIREMENT

Appraisers in the state of Michigan are now regulated by the Department of Energy, Labor, and Economic growth, (DELEG) P.O. Box 30018, Lansing, Michigan, 48909. The following licenses are issued by the department: State Certified General; State Certified Residential; State Licensed; Limited License. Limited license appraisers may only materially assist in an appraisal assignment under the direct supervision of a Certified Appraiser.

COMPLIANCE TO THE INDUSTRY STANDARD

This appraisal report conforms to the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP) that became effective August 1990 by FNMA and the Office of the Comptroller, and with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and Title XI.

The appraiser's analysis opinions and conclusions were developed in accordance with and in conformity to USPAP Standard 1, Real Property Appraisal Development. The results of the appraisal have been reported in a Summary Appraisal Report in Compliance with USPAP Standard 2, Real Property Appraisal Reporting.

COMPETENCY OF THE APPRAISER

The appraiser hereby certifies that he/she has the experience and knowledge to adequately execute this appraisal assignment competently, without the assistance of others or has disclosed the lack of knowledge or experience to the client. The appraiser has taken all steps necessary or appropriate and has described in the report the lack of knowledge and/or experience and the steps taken to complete the report competently.

SUPPLEMENTAL CERTIFICATION

Disclosure or prior appraisal and/or service:

If you have any questions or require additional information, please contact our office.

Respectfully submitted,

MI-STATE APPRAISALS, LLC

USPAP Compliance Addendum

FHA/VA Case No.
 Loan #
 File # TROY10850

Borrower	N/A				
Property Address	10850 Troy St				
City	Oak Park	County	OAKLAND	State	MI Zip Code 48237
Lender/Client	CITY OF OAK PARK				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a)

Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. These services are described in the comments below.

PROPERTY INSPECTION

I have NOT made a personal inspection of the property that is the subject of this report.

I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

N/A


ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: N/A

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

A reasonable marketing time for the subject property is 0-90 day(s) utilizing market conditions pertinent to the appraisal assignment.

A reasonable exposure time for the subject property is 0-90 day(s).

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature 	Signature _____
Name <u>MATTHEW D BRIDGES</u>	Name _____
Date of Signature <u>01/15/2018</u>	Date of Signature _____
State Certification # <u>1201072464</u>	State Certification # _____
or State License # _____	or State License # _____
State <u>MI</u>	State _____
Expiration Date of Certification or License <u>07/31/2018</u>	Expiration Date of Certification or License _____
Effective Date of Appraisal <u>01/14/2018</u>	Supervisory Appraiser Inspection of Subject Property
	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior

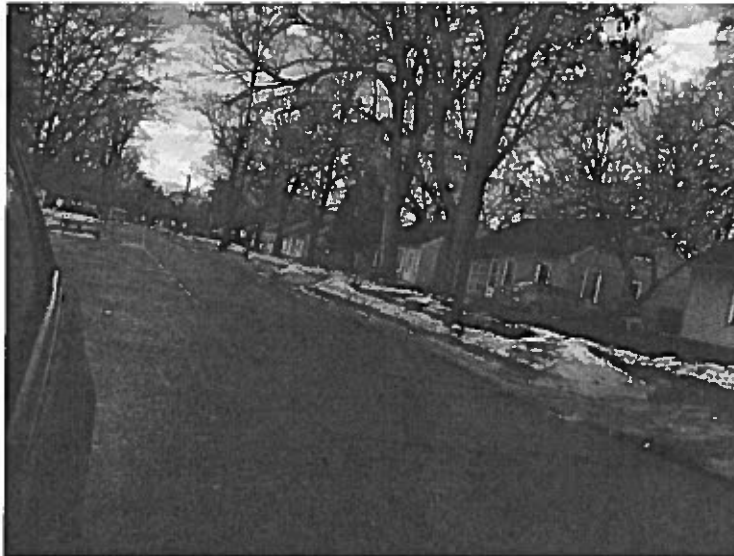
Subject Photo Page

Borrower	N/A						
Property Address	10850 Troy St						
City	Oak Park	County	OAKLAND	State	MI	Zip Code	48237
Lender/Client	CITY OF OAK PARK						



Subject Front

10850 Troy St
 Sales Price N/A
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RES/ BCKS BSY RD
 View 5,300 sf (0.12 ac)
 Site
 Quality
 Age



Subject Street



Subject Street 2

Aerial Map

Borrower	N/A						
Property Address	10650 Troy St						
City	Oak Park	County	OAKLAND	State	MI	Zip Code	48237
Lender/Client	CITY OF OAK PARK						



Comparable Photo Page

Borrower	N/A						
Property Address	10850 Troy St						
City	Oak Park	County	OAKLAND	State	MI	Zip Code	48237
Lender/Client	CITY OF OAK PARK						



Comparable 1

23460 Rensselaer St
 Prox. to Subject 0.30 miles N
 Sale Price 18,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RESIDENTIAL
 View 7,776 sf (0.18 ac)
 Site
 Quality
 Age



Comparable 2

13201 Oak Park Blvd
 Prox. to Subject 0.57 miles NW
 Sale Price 23,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RES / BSY RD
 View 10,149 sf (0.23 ac)
 Site
 Quality
 Age



Comparable 3

23085 Meadowlark St
 Prox. to Subject 0.53 miles E
 Sale Price 48,500
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RESIDENTIAL
 View 13,730 sf (0.32 ac)
 Site
 Quality
 Age

Location Map

Borrower	N/A				
Property Address	10650 Troy St				
City	Oak Park	County	OAKLAND	State	MI
Zip Code	48237				
Lender/Client	CITY OF OAK PARK				

