

Oak Park

City Council Agenda

August 1, 2016





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
August 1, 2016
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. Regular Council Meeting Minutes of July 18, 2016
- B. Public Safety Activity Summary for June 2016
- C. Request to advertise for bids for Nine Mile Pipe Bursting Project, M-647
- D. Payment of invoices from Orchard, Hiltz & McCliment (OHM) for CE Oak Park Blvd./ Lincoln Rehab, and CE Traffic Signal Construction in the total amount of \$80,379.55
- E. Ethnic Advisory Commission Meeting Minutes of November 12, 2015, January 14, 2016, February 11, 2016, March 10, 2016, April 14, 2016, May 12, 2016 and June 9, 2016
- F. Licenses - New and Renewals as submitted for August 1, 2016

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. City Manager Employee Recognition – Gary Shermetaro

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Special Event Request and waiver of application fee submitted by the Arts and Cultural Commission for an artist reception to be held in the city hall lobby on August 15, 2016

11. ACCOUNTING REPORTS: None

12. BIDS: None

13. ORDINANCES: None

14. CITY ATTORNEY:

- A. Request authorization for the City Attorney to file an appearance on behalf of the City in the tax tribunal matter for Oak Park Fast Track, LLC v. City of Oak Park, MTT Docket No. 16-001193
- B. Request authorization for the City Attorney to file an appearance on behalf of the City in the tax tribunal matter for 15160 Eight Mile Ventures LLC v. City of Oak Park, MTT Docket No. 16-002224
- C. Request authorization for the City Attorney to file an appearance on behalf of the City in the tax tribunal matter for Coolidge Terrace Cooperative, Inc. v. Oak Park, MTT Docket No. 16-002335

15. CITY MANAGER:

Public Safety

- A. Resolution authorizing the Public Safety Department to enter into the Oakland County Law Enforcement Mutual Aid Agreement

Community and Economic Development

- B. Resolution approving sale of City owned properties through a request for proposals process
- C. Authorization for the City Manager to sign a sales agreement and closing documents for the sale of six (6) city owned vacant lots and to approve payment of the \$3,000.00 commission to Keller Williams Realty upon closing
- D. Request to approve a Façade Improvement Grant for the property located at 26031 Coolidge
- E. Request to submit an application to the Michigan Council for Arts and Cultural Affairs (MCACA) for a matching 2017 mini-grant to help fund the Summer Concert Series
- F. Summerfest update

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
REGULAR COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
July 18, 2016
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 Burns, Council Member Rich, Council Member Radner, Council Member Speech

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff

APPROVAL OF AGENDA:

**CM-07-258-16 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH CHANGES
– APPROVED**

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve the agenda with the following changes:

- Item 7A postponed to next meeting
- Item 15A removed from the agenda

Voice Vote:	Yes:	McClellan, Burns, Rich, Radner, Speech
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-07-259-16 (AGENDA ITEM #5A-G) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of July 5, 2016 **CM-06-260-16**
- B. Request to advertise for bids for the 2016 Miscellaneous Concrete Project, M-644 **CM-06-261-16**
- C. Request to advertise for bids for the 2016 Sewer Cleaning and Television Inspection Project, M-641 **CM-06-262-16**
- D. Payment Application No. 3 (final) for the 2015 Miscellaneous Concrete Repair Project, M-603 to Mattioli Cement Company, LLC. for the total amount of \$5,000.00 **CM-06-263-16**

- E. Payment Application No. 2 (final) for the 2015 Sewer Lining Project, M-623 to Insituform Technologies USA for the total amount of \$1,000.00 **CM-06-264-16**
- F. Request to cancel the regularly scheduled Zoning Board of Appeals meeting of July 26, 2016 due to the lack of scheduled business **CM-06-265-16**
- G. Licenses - New and Renewals as submitted for July 18, 2016 **CM-06-266-16**

MERCHANT'S LICENSES – July 18, 2016
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Boost Mobile	12726 Nine Mile	\$150	Cell Phone & Retail
Logan's Closeout	22124 Coolidge	\$150	Retail

SIDEWALK SALES

Book Beat for 7/30/16	26010 Greenfield	\$10
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Voice Vote:	Yes:	McClellan, Burns, Rich, Radner, Speech
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

County Commissioner Helaine Zack provided an update on activities pertaining to Oakland County.

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) City Manager Employee Recognition – Gary Shermentaro. **(Item postponed to next meeting)**

(AGENDA ITEM #7B) Oak Park School Board Trustee Menachem Hojda presented information regarding the sinking fund millage proposal that will appear on the August 2, 2016 Primary ballot.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-07-267-16 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – RENSSELAER BLOCK PARTY – APPROVED

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to approve the following Special Event license subject to all departmental approvals:

Name	Event	Fees
Michella Zuckerberg	Rensselaer Block Party, 24311 Rensselaer August 27, 2016	Waived

Voice Vote: Yes: McClellan, Burns, Rich, Radner, Speech
 No: None
 Absent: None

MOTION DECLARED ADOPTED

CM-07-268-16 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – NADINE STREET BLOCK PARTY – APPROVED

Motion by Rich, seconded by Speech, CARRIED UNANIMOUSLY, to approve the following Special Event license subject to all departmental approvals:

Name	Event	Fees
Mark Phillips	Nadine Street Block Party, 13670 Nadine August 7, 2016	Waived

Voice Vote: Yes: McClellan, Burns, Rich, Radner, Speech
 No: None
 Absent: None

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-07-269-16 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES AS SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$22,307.36 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve payment of invoices #460514 and #4460515 as submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$22,307.36.

Roll Call Vote: Yes: McClellan, Burns, Rich, Speech, Radner
 No: None
 Absent: None

MOTION DECLARED ADOPTED

CM-07-270-16 (AGENDA ITEM #11B) APPROVAL FOR PAYMENT OF INVOICES AS SUBMITTED BY SECREST, WARDLE, LYNCH, HAMPTON, TRUEX & MORLEY FOR LEGAL SERVICES IN THE AMOUNT OF \$539.00 - APPROVED

Motion by Radner, seconded by Rich, CARRIED UNANIMOUSLY, to approve payment of invoices #1288044 and #1289384 as submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley for legal services in the amount of \$539.00.

Roll Call Vote: Yes: McClellan, Burns, Radner, Rich, Speech
 No: None
 Absent: None

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY:

**CM-07-271-16 (AGENDA ITEM #14A) RESOLUTION AUTHORIZING A METRO
ACT RIGHT OF WAY PERMIT EXTENSION TO MCLEODUSA
TELECOMMUNICATIONS SERVICES LLC AND OAKLAND
SCHOOLS INTERMEDIATE SCHOOL DISTRICT - APPROVED**

Motion by Speech, Seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolution authorizing a Metro Act Right of Way Permit Extension to McLeodUSA Telecommunications Services LLC and Oakland Schools Intermediate School District:

**CITY OF OAK PARK
RESOLUTION TO APPROVE REQUEST FROM
MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC d/b/a PAETEC BUSINESS SERVICES
FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT**

WHEREAS, on December 19, 2011, the City of Oak Park issued a METRO Act Right-of-Way Telecommunications Permit to McLeodUSA Telecommunications Services, LLC d/b/a Paetec Business Services ("PAETEC") and Oakland Schools Intermediate School District ("Oakland Schools"); and

WHEREAS, the term of the Permit was five years and expires on December 19, 2016; and

WHEREAS, PAETEC has submitted a request to extend the Permit for a five year term to end on December 19, 2021; and

WHEREAS, the City is aware of no reason to deny the request to extend the Permit for five years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Park, Oakland County, Michigan, that:

1. The request by PAETEC for an extension of their METRO Act Permit through December 19, 2021 is hereby approved.
2. The City Manager is authorized and directed to execute the METRO Act Right of Way Permit Extension, in substantially the form attached hereto.
3. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Roll Call Vote:	Yes:	McClellan, Burns, Speech, Rich, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CITY MANAGER:

Administration

- A. Resolution adopting Oakland County's Fee Structure for Animal Licenses. **(Removed from the agenda)**

Technical and Planning/Engineering

CM-07-272-16 (AGENDA ITEM #15B) PROPOSAL FROM ROOFING TECHNOLOGY ASSOCIATES (RTA) FOR PROFESSIONAL SERVICES FOR ROOF EVALUATION AND TECHNICAL SPECIFICATIONS WRITING SERVICES FOR THE TOTAL AMOUNT OF \$22,800.00 - APPROVED

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve a proposal from Roofing Technology Associates (RTA) for professional services for roof evaluation and technical specifications writing services for the total amount of \$22,800.00.

Roll Call Vote:	Yes:	McClellan, Burns, Radner, Rich, Speech
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Technical and Planning Deputy Director DeCoster summarized the proposal from Roofing Technology Associates (RTA) for the evaluation and technical specifications writing of the existing roofs on both the 45th District Court and Community Center Buildings. The proposal was submitted with the assistance of General Contractor, Frank Rewold and Son. The total not-to-exceed amount of for this proposal is \$22,800.00. Funds are available in the Municipal Building and Building Maintenance accounts for this expenditure.

Recreation

(AGENDA ITEM #15C) Recreation Director Stasiak provided a review of the 4th of July Parade and related activities and thanked the Independence Day Commission for their part in planning the event.

City Clerk

(AGENDA ITEM #15D) City Clerk Norris provided an update regarding the August 2, 2016 Primary Election.

City Manager Tungate recognized the efforts of Public Safety officers Turner, Sanders, Dolan and Duncan during a recent house fire in Oak Park.

CALL TO THE AUDIENCE:

Elizabeth Duhn, 14071 Winchester, thanked the Public Safety Department and expressed how glad she is to live in Oak Park.

Lamont Reeves, 14641 Pearson, expressed concerns about the sidewalk replacement program.

CALL TO THE COUNCIL:

Mayor McClellan congratulated Council Member Radner and his wife on the birth of a new baby girl.

Mayor Pro Tem Burns thanked everyone who helped with planning the parade and acknowledged the Public Safety Department.

Council Member Radner thanked everyone for coming out and wished them a good evening.

Council Member Speech encouraged everyone to support the community and to be cautious of the effects of the sun.

Council Member Rich wished everyone a good night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:36 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



OAK PARK PUBLIC SAFETY JUNE 2016 ACTIVITY SUMMARY



Calls for Service

-2015 Total: 14,720

-June 2015: 1,343

-2015 YTD: 7,292

-June 2016: 1,376

-2016 YTD: 7,415

-Arrests: 111

-Vacation/Property
Checks: 7

-Non-Criminal
Fingerprints: 10

-Vehicles Impounded: 30

-Traffic Stops: 598

--Time on Traffic Stops:
94.68 hours

-PBTs: 78

INVESTIGATIONS:

Cases Assigned - 64

Adult / 47

Juvenile / 17

Warrants Obtained: 12

See attached report
"RMS-008"
for June crime summary

Records Bureau:

Animal Licenses: 36

Alarm Permits: 8

Gun permits: 36

FOIA / RFI / Discovery
Requests: 191

Calls Received at
Dispatch: 4,597

REPORTED FIRES: 12 (5 structural, 2
vehicle, 5 other)

NON-FIRE INCIDENTS: 18

(4 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 53



COMMUNITY POLICING

Father Hood School
Picnic Fire Safety for
50+ Club, Palmer Woods
Association Picnic, 3
Neighborhood Watch
Meetings, Bicycle
Rodeo.

CITATIONS ISSUED: 471

HAZARDOUS	184	39%
NON - HAZARDOUS	147	31%
PARKING	37	8%
ORDINANCE VIOLATION	103	22%

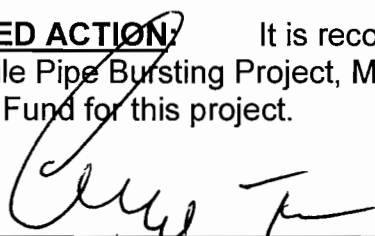
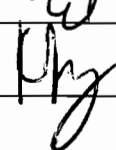
NOTES: Training: Department Wide Pistol & Shot Gun
Range, Datamaster Training, Officer Involved Shooting Legal Update.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** August 1, 2016**AGENDA #****SUBJECT:** Request authorization to bid the Nine Mile Pipe Bursting Project, M-647.**DEPARTMENT:** DPW – KJY

SUMMARY: Plans and specifications are nearly complete for the Nine Mile Pipe Bursting Project, M-647. This project will run a new sewer pipe through an old one. The old pipe is severely damaged and cannot be lined.

FINANCIAL STATEMENT: There is \$500,000 budgeted for sewer repairs in the 2016-17 budget.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for Nine Mile Pipe Bursting Project, M-647 be approved. Funding is available in the Water & Sewer Fund for this project.

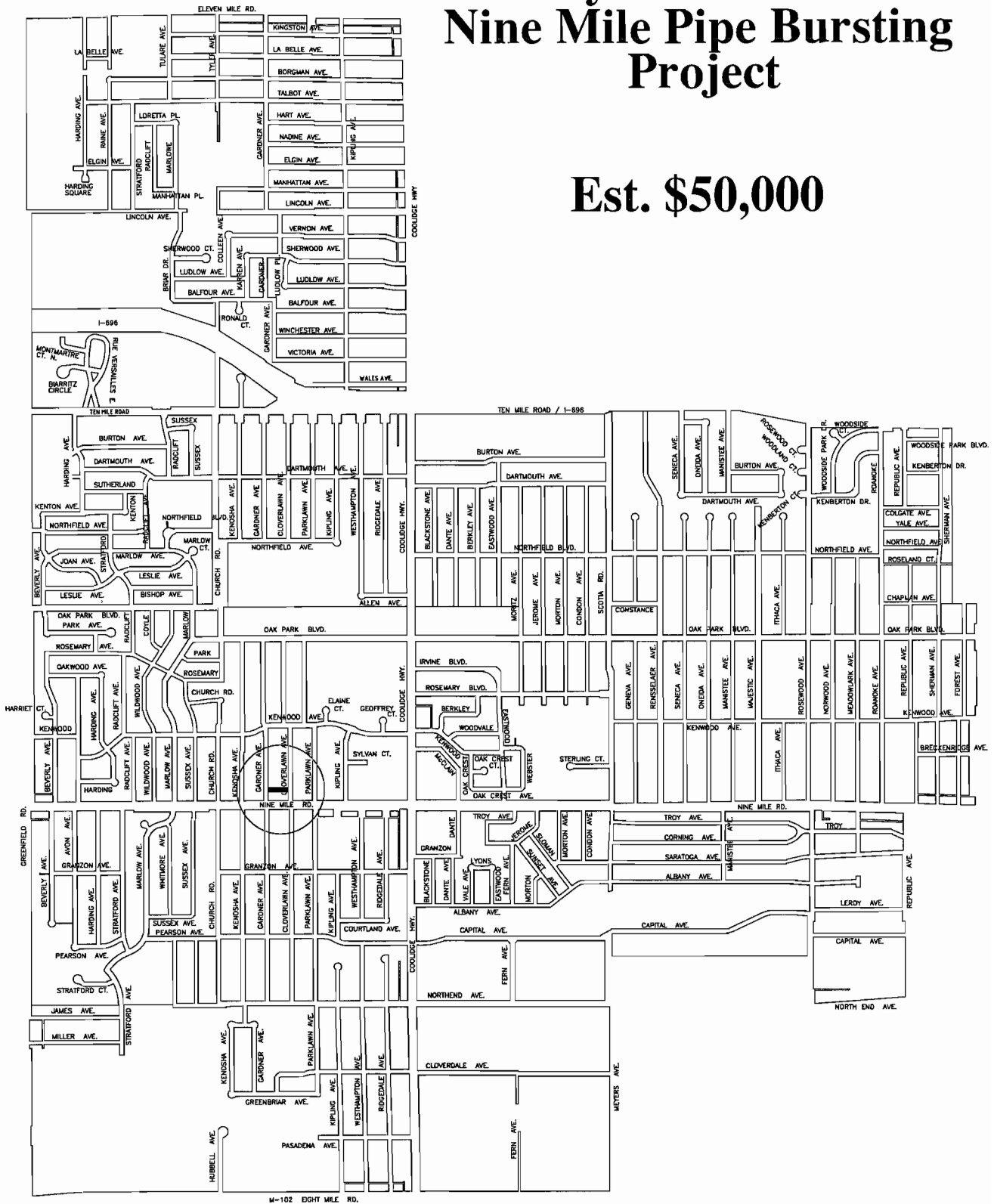
APPROVALS:City Manager: Department Director: 

Finance Director: _____

EXHIBITS: map

City of Oak Park Nine Mile Pipe Bursting Project

Est. \$50,000





5D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 1, 2016

AGENDA #

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

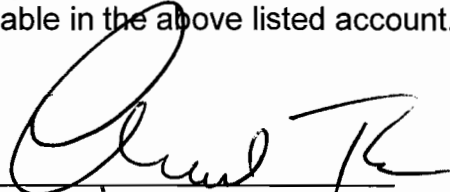
DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

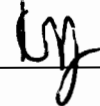
SUMMARY: Attached are invoices from Orchard, Hiltz & McCliment for the project listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
CE – Oak Park Blvd & Lincoln Rehab	\$42,235.65	\$23,009.00	\$65,244.65	\$223,736.00	202-18-479-801
CE – Traffic Signal Construction	\$38,143.90	\$119,284.50	\$157,428.40	\$159,401.02	202-18-474-801
Totals	\$80,379.55	\$142,293.50	\$222,673.05	\$383,137.02	

RECOMMENDED ACTION: It is recommended that the invoices from OHM for the above listed projects be approved for the total amount of \$80,379.55. Funding is available in the above listed account.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: _____

EXHIBITS: Invoices



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

Invoice Date: 07/01/2016
Invoice #: 179018
Project: 0037-14-0023

Project Name: CE Services for 8 Traffic Signals

For Professional Services Rendered through: 6/18/2016

Transportation	806.50
Sub-Consultant	2,292.15
Construction	23,365.75
Survey	11,679.50
Amount Due This Invoice **	38,143.90

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: 07/01/2016
Invoice #: 179018
Project: 0037-14-0023

Transportation

Fixed Rates Labor

Activity / Employee Name	Hours	Rate	Amount
1030 - Administration Professional Engineer/Architect IV	1.50	160.0000	240.00
5010 - Constr. Phase Eng. & Assistance Technician III	5.50	103.0000	566.50
Fixed Rates Labor subtotal	7.00		806.50
Total Transportation			806.50

Sub-Consultant

Subconsultant

Vendor Name	Date	Invoice	Cost	Multiplier	Amount
G2 Consulting Group LLC	6/4/2016	160796	2,183.00	1.05	2,292.15
Total Sub-Consultant					2,292.15

Construction

Fixed Rates Labor

Activity / Employee Name	Hours	Rate	Amount
1010 - General Office Technician II	5.50	89.0000	489.50
501 - Gen. Contract Administration Graduate Engineer III	15.50	119.0000	1,844.50
Technician I	9.00	68.0000	612.00
508 - Elect/Traffic Utility Inspection Graduate Engineer I	140.75	103.0000	14,497.25
514 - Paving Inspection Graduate Engineer I	57.50	103.0000	5,922.50
Fixed Rates Labor subtotal	228.25		23,365.75
Total Construction			23,365.75

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Survey

Fixed Rates Labor

Activity / Employee Name	Hours	Rate	Amount
314 - Topographical Survey Surveyor III	0.50	100.0000	50.00
325 - Staked Paving Surveyor II	40.50	93.0000	3,766.50
Surveyor III	25.00	100.0000	2,500.00
328 - Staking Sidewalk Surveyor I	22.00	72.0000	1,584.00
Surveyor III	12.00	100.0000	1,200.00
363 - Stake Out Computations Surveyor III	6.00	100.0000	600.00
365 - Survey Data Research Sr. Associate	6.00	175.0000	1,050.00
366 - Survey Crew Supervision Professional Surveyor III	1.00	145.0000	145.00
Surveyor III	4.00	100.0000	400.00
369 - Field Data Processing Professional Surveyor II	3.00	128.0000	384.00
Fixed Rates Labor subtotal	120.00		11,679.50
Total Survey			11,679.50

Total Project: 0037140023 - CE Services for 8 Traffic Signals

38,143.90

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

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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: 06/27/2016
Invoice #: 178991
Project: 0037-15-0043

Project Name: CE - Oak Park Federal Aid Patching

For Professional Services Rendered through: 6/18/2016

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Const CA/CE	176,050.00	19,534.00	156,516.00	34,047.75
Transportation	5,700.00	3,475.00	2,225.00	489.00
Subconsultant	38,000.00	0.00	38,000.00	7,698.90
Amount Due This Invoice **				42,235.65

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: 06/27/2016
Invoice #: 178991
Project: 0037-15-0043

Const CA/CE

Fixed Rates Labor

Classification / Employee Name

Date

Hours

Rate

Amount

Associate

CRAIG DASHNER

5/23/2016	1.00	165.0000	165.00
5/24/2016	1.00	165.0000	165.00
5/25/2016	2.00	165.0000	330.00
5/26/2016	1.00	165.0000	165.00
5/31/2016	1.00	165.0000	165.00
6/1/2016	1.00	165.0000	165.00
6/2/2016	2.00	165.0000	330.00
6/3/2016	1.00	165.0000	165.00
6/7/2016	2.00	165.0000	330.00
6/8/2016	3.00	165.0000	495.00
6/9/2016	2.00	165.0000	330.00
6/13/2016	1.00	165.0000	165.00
6/14/2016	2.00	165.0000	330.00
6/17/2016	1.00	165.0000	165.00
6/3/2016	1.00	165.0000	165.00
Subtotal	22.00		3,630.00

JAMES STEVENS

Graduate Engineer I

THOMAS BACHMAYER

6/16/2016	3.00	103.0000	309.00
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Sr. Associate

CHRISTOPHER S. LAMUS

6/7/2016	2.00	175.0000	350.00
6/10/2016	2.00	175.0000	350.00
Subtotal	4.00		700.00

Surveyor I

IAN THOMAS

5/23/2016	10.50	72.0000	756.00
5/24/2016	11.00	72.0000	792.00
5/25/2016	11.50	72.0000	828.00
5/26/2016	10.25	72.0000	738.00
5/31/2016	11.50	72.0000	828.00
6/1/2016	12.00	72.0000	864.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Const CA/CE

Fixed Rates Labor

Classification / Employee Name	Date	Hours	Rate	Amount
Surveyor I				
IAN THOMAS	6/2/2016	10.00	72.0000	720.00
	Subtotal	76.75		5,526.00
Surveyor III				
LOUIS HEATH	6/6/2016	4.00	100.0000	400.00
	6/8/2016	3.00	100.0000	300.00
	Subtotal	7.00		700.00
Technician I				
VANESSA ASSI	5/23/2016	0.50	68.0000	34.00
	5/24/2016	0.50	68.0000	34.00
	5/25/2016	0.25	68.0000	17.00
	5/27/2016	0.25	68.0000	17.00
	5/31/2016	1.00	68.0000	68.00
	6/1/2016	0.50	68.0000	34.00
	6/3/2016	0.25	68.0000	17.00
	6/6/2016	0.50	68.0000	34.00
	6/7/2016	1.00	68.0000	68.00
	6/8/2016	1.00	68.0000	68.00
	6/10/2016	1.00	68.0000	68.00
	6/14/2016	1.50	68.0000	102.00
	Subtotal	8.25		561.00
Technician II				
HOSEA CUNNINGHAM	5/23/2016	10.00	89.0000	890.00
	5/24/2016	11.00	89.0000	979.00
	5/25/2016	11.00	89.0000	979.00
	5/26/2016	8.50	89.0000	756.50
	5/27/2016	8.00	89.0000	712.00
	5/31/2016	10.00	89.0000	890.00
	6/1/2016	10.50	89.0000	934.50
	6/2/2016	11.00	89.0000	979.00
	6/3/2016	8.50	89.0000	756.50
	6/6/2016	9.50	89.0000	845.50
	6/7/2016	10.00	89.0000	890.00
	6/8/2016	10.00	89.0000	890.00
	6/9/2016	11.00	89.0000	979.00
	6/10/2016	8.00	89.0000	712.00

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Const CA/CE

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician II				
HOSEA CUNNINGHAM	6/13/2016	6.00	89.0000	534.00
	6/14/2016	10.00	89.0000	890.00
	6/15/2016	2.00	89.0000	178.00
	6/16/2016	3.00	89.0000	267.00
	6/17/2016	10.00	89.0000	890.00
	6/18/2016	6.00	89.0000	534.00
MICHELLE LAPALM	5/23/2016	1.00	89.0000	89.00
	5/24/2016	0.50	89.0000	44.50
	5/25/2016	2.00	89.0000	178.00
	5/26/2016	1.00	89.0000	89.00
	5/31/2016	1.25	89.0000	111.25
	6/1/2016	0.25	89.0000	22.25
	6/2/2016	0.50	89.0000	44.50
	6/6/2016	1.25	89.0000	111.25
	6/7/2016	1.25	89.0000	111.25
	6/9/2016	1.25	89.0000	111.25
	6/14/2016	1.00	89.0000	89.00
	6/15/2016	0.50	89.0000	44.50
	6/16/2016	0.50	89.0000	44.50
	Subtotal	186.25		16,576.25
Technician IV				
BRENT R. MANKOWSKI	5/23/2016	6.00	113.0000	678.00
	5/24/2016	3.50	113.0000	395.50
	5/25/2016	4.50	113.0000	508.50
	5/31/2016	2.00	113.0000	226.00
	6/1/2016	2.00	113.0000	226.00
	6/2/2016	7.00	113.0000	791.00
	6/6/2016	4.00	113.0000	452.00
	6/7/2016	1.00	113.0000	113.00
	6/8/2016	3.00	113.0000	339.00
	6/9/2016	4.50	113.0000	508.50
	6/13/2016	2.00	113.0000	226.00
	6/14/2016	2.00	113.0000	226.00
	6/15/2016	1.00	113.0000	113.00
	6/16/2016	4.00	113.0000	452.00

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Const CA/CE

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician IV				
BRENT R. MANKOWSKI	6/17/2016	7.00	113.0000	791.00
	Subtotal	53.50		6,045.50
	Fixed Rates Labor subtotal	360.75		34,047.75
	Total Const CA/CE			34,047.75

Transportation

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Administrative Support				
TRACEY POTEAT	5/27/2016	1.00	57.0000	57.00
Associate				
MARK R. LOCH	5/25/2016	2.00	165.0000	330.00
Technician I				
KEVIN PUNINSKE	6/17/2016	1.50	68.0000	102.00
	Fixed Rates Labor subtotal	4.50		489.00
	Total Transportation			489.00

Subconsultant

Subconsultant

<i>Vendor Name</i>	<i>Date</i>	<i>Invoice</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
G2 Consulting Group LLC	6/18/2016	161051	2,606.00	1.10	2,866.60
	6/18/2016	161052	4,393.00	1.10	4,832.30
	Subconsultant subtotal				7,698.90
	Total Subconsultant				7,698.90

Total Project: 0037150043 - CE - Oak Park Federal Aid Patching **42,235.65**

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CITY OF OAK PARK

DEPARTMENT OF COMMUNITY &
ECONOMIC DEVELOPMENT
Ethnic Advisory Commission

City

Mari.
May
Car
Coun
Solon
Ken.
Kiesha Speech
City Manager
Erik Tungate

5E

Rosetta Kincaid Reatha Richmond
Lonnie Tabb-Upshaw Avi Snider
Sudha Chandra Sekhar Carla Wallace
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, November 12, 2015 Oak Park Community Center Minutes

Meeting called to order at 7:15pm and roll call was completed.

Present: Chairperson Nathaniel Warshay, Juanita Bell, Carla Wallace, Mattie Boylin, Avi Snider, Vicky Brooks, staff liaison

Absent: Co-Chairperson Carl Allwood, Secretary Lana Sherman, Leona Burns, Christopher Davis, Rosetta Kincade, Reatha Richmond, Sudha Chandra Sekhar, Lonnie Tabb-Upshaw,
Ex-officio Members:

Mayor Marian McClellan, Mayor Pro Tem Carolyn Burns
Councilmember Kiesha Speech, Councilmember Solomon Radner,
Councilmember Kenneth Rich

Due to a lack of quorum no official business could be conducted.

Discussion

The issue of lack of attendance and productivity by the Ethnic Advisory Commission members was discussed. The members present committed to contacting as many of the absent members as possible to discuss their intentions. At the next meeting the results would be discussed and a memorandum to the City Council recommending replacement of some of the members would be formulated and submitted.

Adjournment

The meeting was adjourned at 8:03 p.m.



CITY OF OAK PARK

DEPARTMENT OF COMMUNITY &
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Ethnic Advisory Commission

City Council
Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Kenneth Rich
Kiesha Speech
City Manager
Erik Tungate

Ethnic Advisory Commission
Chairperson
Vacant
Vice-Chair
Carl Allwood
Secretary
Vacant
Commissioners
Juanita Bell..... Mattie Boykin
Leona Burns..... Christopher Davis
Rosetta Kincaid..... Reatha Richmond
Lonnie Tabb-Upshaw..... Avi Snider
Sudha Chandra Sekhar..... Carla Wallace
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, January 14, 2016 Oak Park Community Center

Minutes

Meeting called to order at 7:06pm and roll call was completed.

PRESENT: Vice-Chairperson Carl Allwood, Secretary Lana Sherman, Sudha Chandra Sekhar, Avi Snider, Lonnie Tabb-Upshaw, Carla Wallace (7:22pm arrival)

Ex-officio Members:

Carolyn Burns, Mayor Pro Tem
Vicky Brooks, Staff Liaison

ABSENT: Juanita Bell, Leona Burns, Mattie Boylin, Christopher Davis, Rosetta Kincade, Reatha Richmond,

Ex-officio Members:

Mayor Marian McClellan, Councilmember Kiesha Speech, Councilmember Solomon Radner, Councilmember Kenneth Rich

Due to a lack of quorum no official business could be conducted.

COMMUNICATIONS:

1. Email from Mayor Marian McClellan to Staff Liaison Brooks and the Ethnic Advisory Commission - January 12, 2016

"Our chair resigned – two babies are keeping him very busy, so we need a new chair who can attend all the meetings. That was a huge issue. Would you (Vicky Brooks) chair the meeting until I locate someone?"

2. Email from Councilmember Speech to Staff Liaison Brooks and the Ethnic Advisory Commission – January 14, 2016

"Hello Director Brooks & Commissioners, It is not likely I will make this evening's meeting however, I wanted to be sure you and the commissioners knew my line of thinking on the below (just in case I cannot):

1. *Since no quorum in November, the preceding meetings minutes would likely also need to be approved.*
2. *Be sure to state for this meeting's minutes that December meeting was cancelled and the reasoning. I will note that lack of quorum means you can't vote, not you can't meet.*
3. *See what ordinance requires as far as meeting dates. Do you need to meet monthly or can it be less often in order to get more participation.*
4. *Before engaging in any other activities (re: School), this Commission needs to have regular attending members who can commit to additional activities.*

5. *Election of officers should only happen with quorum. One officer (president) is by appointment of the Mayor.*

I do intend to assist with World Dance Day and will be as active with the Commission as possible this year. Unfortunately, this evening's absence may not be avoided. I will do my best.

Regards,

DISCUSSION:

Attendance - The members present at the November 12, 2015 who committed to contacting regularly absent Commission members presented the results of their efforts. The decision was made to present a memorandum to the City Council recommending those members' attendance that has fallen below the City ordinance requirement be replaced.

World Dance Day – Commissioner Sekhar gave an overview of the event and outlined the areas where help is needed. She will be in charge of securing performers; both singers and dancers. Commissioner Wallace will manage and get approved all forms of advertisement including flyers, e-blasts, posting, and the City marquee and website. Commissioner Upshaw will act as liaison to the Oak Park School District and secure the Oak Park High School auditorium for April 29, 2016. It was suggested that Councilmember Speech be approached regarding being the Mistress of Ceremony and Commissioner Upshaw agreed to make the invitation. The time of the event will be 6:30pm thru 9:30pm and it is important to notify the performers that there is a time limit attached to each presentation.

50th Voting Rights Act Anniversary Event – It was unanimously agreed to remove this item from the agenda.

Election of New Officers – Tabled due to a lack of quorum.

School Partnership (Student Diversity Sub-committee) – H.R. Director Brooks presented the idea of approaching the school districts regarding participation by junior and senior students in discussions and events sponsored by the Ethnic Advisory Commission. Graduating students are usually looking for avenues to gain experience in community service. It was suggested that Juanita Bell spearhead this project as she is a retiree from the school system.

Call to Commissioners

Commissioner Sekhar apprised those present of an India celebration called Bogi and explained the meaning and some of the activities that would be occurring in recognition of the holiday.

ADJOURNMENT:

The meeting was adjourned at 7:55p.m.



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Commissioners
Juanita Bell
Leona Burns
Rosetta Kincaid
Lonnie Tabb-Upshaw
Sudha Chandra Sekhar
Staff Liaison
Vicky Brooks, Human Resources Director
Secretary
Carla Wallace
Commissioners
Mattie Boykin
Christopher Davis
Reatha Richmond
Avi Snider

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, February 11, 2016 Oak Park Community Center Minutes

Meeting called to order at 7:00pm and roll call was completed.

Present: Vice-Chairperson Carl Allwood, Juanita Bell, Christopher Davis, Reatha Richmond, Sudha Chandra Sekhar (late arrival), Avi Snider (late arrival), Lonnie Tabb-Upshaw, Carla Wallace,
Other Attendees:
Councilmember Solomon Radner, Ex-officio Member
Vicky Brooks, Staff Liaison

Absent: Leona Burns, Rosetta Kincaid, Mattie Boylin
Ex-officio Members:
Mayor Marian McClellan
Mayor Pro Tem Carolyn Burns
Councilmember Kiesha Speech
Councilmember Kenneth Rich

Communications:

Correspondence from Lana Sherman officially resigning was submitted by email.

Old Business:

- a. Election of Officers – It was noted that the office of chairperson is vacant and must be appointed by Mayor Marian McClellan.

Vice Chairperson Carl Allwood was reelected and Commissioner Carla Wallace was nominated and accepted the office of secretary after a unanimous vote.

- b. Ethnic Advisory Commission attendance and new member recruitment – New members are needed and the current members may submit names to the City Council for review and consideration. Commissioner Bell stated training is needed due to the lack of experience that the commissioners currently serving have. Commissioner Tabb-Upshaw feels instruction on conducting meetings in a professional manner and sharpening individual people skills are important aspects of training.
- c. World Dance Day – Commissioner Sekhar noted that efforts were made to secure an official proclamation regarding World Dance Day in Oak Park. Commissioner Tabb-Upshaw stated she is attempting to secure a representative from Channel 2 as the Master of Ceremony.

Commissioner Wallace presented a draft flyer advertising the event for review by the Commission.

- d. School Partnership – Student Diversity Sub-Committee – Commissioners Bell and Snider were appointed to pursue a relationship with the school districts associated with the City. The incentive for student participation will be community service credit.

New Business:

- a. T-shirts and Name Badges – Staff Liaison Brooks noted t-shirts of various sizes were available to the commissioners and would be brought to the next regularly scheduled meeting. Additionally name tags would be helpful and would be created and brought to each meeting going forward.
- b. The City is requesting each Board and or Commission review their annual monetary needs and submit them to the staff liaison so that the amounts can be considered in the annual City budget process.

Call to Commissioners:

It was suggested and agreed that for the next meeting each commissioner would bring ideas for future event scheduling.

Adjournment

The meeting was adjourned at 8:05 p.m.



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Commissioners
Juanita Bell..... Mattie Boykin
Leona Burns..... Christopher Davis
Rosetta Kincade..... Reatha Richmond
Lonnie Tabb-Upshaw..... Avi Snider
Sudha Chandra Sekhar..... Carla Wallace
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, March 10, 2016 Oak Park Community Center Minutes

Meeting called to order at 7:08pm and roll call was completed.

PRESENT: Rosetta Kincade, Sudha Chandra Sekhar, Avi Snider, Lonnie Tabb-Upshaw,
Carla Wallace
Vicky Brooks, Staff Liaison

ABSENT: Vice-Chairperson Carl Allwood, Juanita Bell, Leona Burns, Mattie Boylin, Christopher Davis, Reatha Richmond,
Ex-officio Members:
Mayor Marian McClellan, Mayor Pro Tem Carolyn Burns,
Councilmember Kiesha Speech, Councilmember Solomon Radner,
Councilmember Kenneth Rich

COMMUNICATIONS:

None to report.

DISCUSSION:

World Dance Day – Commissioner Sekhar brought a flyer from last year for review. It was agreed that each act will perform for 6 minutes or less for the 2 hour program allowing for approximately 12 acts and the time is 6:30pm to 9:30pm for the program.

Commissioner Tabb-Upshaw reported that Berkley High School could be rented for \$220. There was discussion regarding visiting the proposed site and Commissioner Tabb-Upshaw would coordinate a date and time. Commissioners Snider, Commission Sekhar and Commissioner Wallace stated they could make themselves available for the site visit on 3/15 or 3/17.

Commissioner Tabb-Upshaw reported that she could not get anyone from Channel 2 to be the Mistress of Ceremonies and that Staff Liaison, Vicky Brooks agreed to stand in as the Mistress of Ceremonies.

School Partnership (Student Diversity Sub-committee) – Commissioner Snider reported that he and Commissioner Bell would like to get ideas from the group and put together some type of documentation for the students to receive community service credit if they participate. The Deputy City Clerk is checking to see if students can sit on the Commission. Commissioner Kincade questioned “Are there

any diversity programs already in place?” Commissioners Snider and Bell will contact the school districts on this matter.

T Shirts - Vicky Brooks brought T Shirts and allowed anyone that wanted one to take one.

Fundraising – It was mentioned that in the future an amount could be charged as a registration fee for groups to participate in World Dance Day.

Budget – The Commission was asked to discuss and establish 2016 Budget needs. Currently there is \$187.50 available for use.

CALL TO COMMISSIONERS:

Calendars were handed out and everyone was asked to bring an idea for a future event to the next meeting.

Good and Welfare - Commissioner Sekhar and Commissioner Snider apologized for being late to the meeting and Commissioner Kincaid apologized for not being active in the past.

Commissioner Sekhar shared information about 2 dance events that would be taking place this weekend.

ADJOURNMENT:

The meeting was adjourned at 7:58 p.m.



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Tina Baker Juanita Bell
Mattie Boykin Leona Burns
Christopher Davis Rosetta Kincaid
Reatha Richmond Avi Snider
Sudha Chandra Sekhar Lonnie Tabb-Upshaw
Anita Warner
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, April 14, 2016 Oak Park Community Center Minutes

Meeting called to order at 7:09pm and roll call was completed, no quorum at this time.

PRESENT: Juanita Bell, Reatha Richmond, Sudha Chandra Sekha, Avi Snider
Lonnie Tabb Upshaw, Carla Wallace
Ex-officio Members:
Mayor Pro Tem Carolyn Burns, Vicky Brooks, Staff Liaison

ABSENT: Vice-Chairperson Carl Allwood, Leona Burns, Mattie Boylin, Christopher Davis, Tina Baker, Anita Warner
Ex-officio Members:
Mayor Marian McClellan, Councilmember Kiesha Speech,
Councilmember Solomon Radner, Councilmember Kenneth Rich

COMMUNICATIONS:

None to report

DISCUSSION:

World Dance Day –

We discussed the performers and our roles and responsibilities for World Dance Day. Commissioners Bell and Snider will not be available. Commissioners Richmond, Sekha, Upshaw, and Wallace will be available to handle the tasks on hand on World Dance Day. Vicky will ask the city if they can provide a photographer for the event. Vicky brought flyers for us to distribute and we assigned areas for flyers to be distributed amongst the group that was present.

School Partnership (Student Diversity Sub-committee) –

Commissioner Snider is asking for ideas from the rest of the commission for this project. Commissioners learned that the schools have a curriculum that addresses diversity and that the MSTEP program taking place right now so it would not be a good time to approach them with this idea. Commissioner Bell and Snider will also come up with a mission statement in line with our current mission statement. Some barriers to getting students were possible after school jobs and our meeting being too late in the evening. Vicky thoughts were to possibly utilize the students that are already in the Community Center for after school programs to be a part of our group.

Updates from Mayor Pro Tem Carolyn Burns

In August Fed Ex Ground Distribution Center will open in the Greenfield/8 Mile area. The Northgate Apartments has new owners and they will be investing 7 million dollars into the property. The 9 mile reconstruction project is underway it will run from Coolidge to Ferndale on 9 mile road.

Fundraising

Commissioner Bell thought that the city should provide us with funds and Vicky informed us that we are expected to raise funds to support our events and etc.

Call to Commissioners

The next Summerfest meeting is April 27, 2016 at 7:00pm for those that are interested in attending.

ADJOURNMENT:

The meeting was adjourned at 8:05 p.m.



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Christopher Davis Rosetta Kincaid
Reatha Richmond Avi Snider
Sudha Chandra Sekhar Lonnie Tabb-Upshaw
Anita Warner
Staff Liaison
Vicky Brooks, Human Resources Director

Meeting of the Oak Park Ethnic Advisory Commission 7 PM Thursday, May 12, 2016 Oak Park Community Center Minutes

Meeting called to order at 7:05pm and roll call was completed, no quorum at this time.

PRESENT: Juanita Bell, Lonnie Tabb Upshaw, Carla Wallace, Anita Warner

Ex-officio Members:
Vicky Brooks, Staff Liaison

ABSENT: Vice-Chairperson Carl Allwood, Leona Burns, Mattie Boylin, Christopher Davis, Tina Baker, Reatha Richmond, Sudha Chandra Sekha, Avi Snider

Ex-officio Members:
Mayor Marian McClellan, Mayor Pro Tem Carolyn Burns,
Councilmember Kiesha Speech, Councilmember Solomon Radner,
Councilmember Kenneth Rich

COMMUNICATIONS:

None to report

DISCUSSION:

World Dance Day – Overview

Commissioner Upshaw commented that the venue was nice and the performers performed well, but she felt the attendance was low compared to previous years and she felt that the parking and the fact that the school was having an event at the same time could have had an impact on attendance. She also mentioned that participation from our commission was low.

Commissioner Bell commented that she felt that the leadership failed and that the location change may have caused things to change and suggested we add several things to the printed program (Introduction and Welcome, Greetings from the City, Introduction of Commissioners, and Thank you at end)

Commissioner Warner commented that location may have affected participation and turn out.

It was mentioned that 47 people were present this year at World Dance Day. Several ideas for next year were discussed: Better communication amongst the commission members, assign duties and hold people accountable to be effective, plan to invite groups that will generate attendance.

School Partnership (Student Diversity Sub-committee) – No Report-Tabled until next meeting

New Business

Staff Liaison Brooks shared with us that she has an application for the Independence Day Parade and wanted to know if we were interested in participating. Commissioner Bell will complete the application for the parade (July 4th) and submit it for the group for the June 1st deadline. An email will be sent out to the members of the Ethnic Advisory Commission to find out who would be interested in participating in the parade and seeking out restaurants to participate in Summerfest for the Commission to get credit.

Commissioner Tabb-Upshaw has an idea for an annual event that the Commission sponsor an essay writing contest based on a particular holiday and seek a sponsor that would provide grant monies for the prize. Commissioner Bell shared with the Commission that she knows of 7 companies that give grants to children.

Call to Commissioners

Commissioner Bell shared with the Commission that when you do volunteer work you are allowed to claim 14 cent a mile on your income tax returns.

The Commission welcomed back Commissioner Warner, former Ethnic Advisory Commission member.

In an email Councilmember Speech suggested the Commission take a vote to change the time of the meetings if that would help with getting more participation from the membership.

ADJOURNMENT:

The meeting was adjourned at 8:02 p.m.



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Reatha Richmond Au Snider
Sudha Chandra Sekhar Lonnie Tabb-Upshaw
Anita Warner
Staff Liaison
Vicky Brooks, Human Resources Director

Oak Park Ethnic Advisory Commission 7:00 PM Thursday, June 9, 2016 Oak Park Community Center

Meeting Minutes

Meeting called to order at 7:00 pm and roll call was completed.

PRESENT: Tina Baker, Abraham Snider, Carla Wallace

Other Attendees:

Mayor Marian McClellan, Ex-officio Member
Mayor Pro Tem Carolyn Burns, Ex-officio Member (7:10 departure)
Staff Liaison Vicky Brooks

ABSENT: Carl Allwood, Juanita Bell, Mattie Boylin, Leona Burns, Christopher Davis, Rosetta Kincaid, Reatha Richmond, Sudha Chandra Sekhar, Lonnie Tabb Upshaw

Ex-officio Members:

Councilmember Kiesha Speech
Councilmember Solomon Radner
Councilmember Kenneth Rich

Due to a lack of a quorum no official business could be conducted.

COMMUNICATIONS:

Anita Warner sent an email to the Commission regarding grants for sponsorship of a writing contest as follows:

Good morning Fellow Commissioners,

One topic for discussion at our May Meeting was getting possible grants to support our essay writing contest. Commissioner Bell mentioned finding grants for field trips to our museums to build on rich heritages.

Well, I did some research on this topic and found a winner. Target awards field trip grants up to \$700 dollars throughout our local school communities. Their application dates are Aug 1st and Oct 1st noon CST, so we still have time to apply! These are awarded for field trips to museums and cultural institutions across the country.

I did a search of Ferndale, Detroit and Southfield cities to see who were receiving the grants: Ferndale received 1, Southfield received 1, Detroit received 11. I didn't do any further searches Michigan is too big, I just wanted to check the surrounding areas.

OLD BUSINESS

Independence Day Parade Participation

Discussion regarding final details on the Ethnic Advisory Commission's participation were discussed and T-shirts were distributed to those members in attendance.

School Partnership (Student Diversity Sub-committee)

Commissioner Snider explained the program and shared ideas on implementation. He stated bringing students to the Commission would bring a fresh outlook to the group.

Membership participation and Commission sponsored events:

Mayor McClellan encouraged the membership present to work together regardless of the lack of participation by some appointees to the Commission. She suggested those present begin working on securing vendors for Summerfest. Commissioner Snider was given Chef Kari, Kravings, Prime Ten and Jerusalem Pizza to contact and Commissioner Warner will contact Hungry Howie's, Grape Leaves and Tai Fai.

Mayor McClellan also suggested contacting similar commissions within other cities to gather ideas to help this Commission promote diversity in a greater way within the City of Oak Park.

Commissioner Snider stated one way to get ideas is to go into the community and ask the residents. Staff Liaison Brooks suggested reaching out to block clubs for inspiration.

Mayor McClellan suggested conducting a series of forums on various topics.

CALL TO COMMISSIONERS

Mayor McClellan apprised the Commission of various upcoming events within the City including Summerfest on August 6th and 7th from noon to 6:00 pm and the newly planted sunflowers throughout the City.

ADJOURNMENT:

The meeting was adjourned at 8:02 pm

MERCHANT'S LICENSES – AUGUST 1, 2016

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Foxxiladi Boutique	23300 Greenfield #114	\$150	Retail Clothing Sales
Anton's Jewelry	21700 Greenfield #343	\$150	Jewelry Store/Sales
Planet Fitness	13171 Ten Mile	\$150	Office Space – Sales
Weave World Wholesalers	24725 Coolidge	\$150	Hair Sales & Accessories
NYA Brickhouse Boutique	26060 Greenfield	\$150	Hair Salon
Paper Goods Warehouse	26048 Greenfield	\$150	Restaurant Supply Retail
Ultimate Care Pharmacy	15075 Lincoln #110	\$150	Pharmacy
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Midwest Recycling	11000 Capital	\$300	Waste Management/Recycling
Gastronome Russian Gourmet	25290 Greenfield	\$225	Restaurant

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: July 27, 2016

Applicant Information

Applicant name: City of Oak Park, Arts and Cultural Commission Event
Applicant address: Dept. of Community Engagement, City Hall, 14300 Oak Park Blvd., Oak Park, MI 48237
Phone number: (248) 691- 7589, Denise DeSantis Email: ddesantis@oakparkmi.gov

Relation of applicant to business: Director of Community Engagement and Public Information and Staff Liaison to the Arts and Cultural Commission

Has applicant ever been convicted of a felony? No.

Owner Information

Owner or manager of site: City of Oak Park Phone: (248) 691-7589

Names and addresses of partners or officers of corporation:
City Council/City Clerk's Office, City of Oak Park

Event Information

Name of Event: City Hall Art Gallery Artist Reception

Proposed date(s) of event: Monday, August 15, 5-7 p.m.

Address or location of event: City Hall Art Gallery/City Hall Lobby

Is this a City owned park? Not in the park. The event will take place in City Hall Lobby before a City Council Meeting.

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

Nature, purpose and detailed description of event: The City of Oak Park Arts and Cultural Commission proposes to have an artist appreciation ceremony before the next City Council meeting on Monday, August 15, between 5-7 p.m. in the City Hall Lobby where the art is displayed.

Will the event be open to the public? If so, please describe: Yes. It is a public event to celebrate the art submitted by a group of artists collectively called The Creative Spirits, headed by Shirley Lolles and Barbara Johnson. Most of the artists display their works in the Hannan House in Detroit, Michigan. We are requesting a few waiver since it is an Oak Park Arts and Cultural Event.

Estimated number of people attending event: Approximately 20-30.

Hours of operation: 5 to 7 p.m. (5 p.m. Set-Up, 6 p.m. Reception, 7 p.m. Tear Down.)

Items to be displayed or sold: No items to be sold at event. Interested parties can contact the artist outside of Art Gallery time if interested in their works.

Are you requesting to have a parade? ____ Yes X 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 X No. If so, please list type(s) of food to be sold:

Will the food be prepackaged or prepared on site: Prepackaged cheese, meat and cracker trays from Kroger deli. Bottled water and Gatorade.

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 X No. If so, please provide the name and address of amusement operators: _____

Will the event have a moonwalk? ____ Yes X No. If so, please provide the name and address of company/entity providing moonwalk: _____

Will the event have video games, etc.? ____ Yes X No. If so, please provide the names and address of company providing the games: _____

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circuses, 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 so, please describe:

Will sanitary facilities be required at event? ☒ Yes ☐ No.

Will tent(s) be used at the event? If so, please state size(s) of tent: ☐ 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.

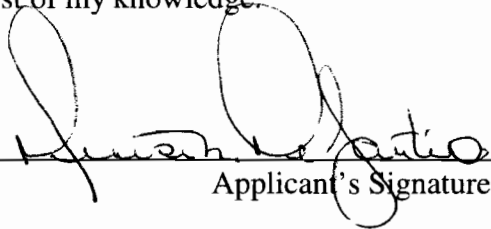
The fee for a Special Event application is \$100: \$25 of this amount is non-refundable. If the City does not approve the application, remaining \$75 will be returned to applicant. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and DPW. 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 Manager's office will contact the applicant to inform them of 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 next City Council agenda for approval. If applicant decides not to proceed with the event, they will receive a \$75.00 refund.

Please Note, The members of the Arts and Cultural Commission are respectfully requesting that the Special Event Use License Fee be waived as it is a City of Oak Park Board and Commission sponsored event.

Special Events License Application

Page 4

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

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Oak Park Arts and Cultural Commission
(Artist Appreciation Reception – City Hall Lobby)

DATE: August 15, 2016

<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>	N/A	N/A	N/A
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Kevin J. Yee</i>	N/A	N/A	N/A
ADDITIONAL <i>Administration</i>	Food and Set up provided by Commission, Staff Liaison to supervise event, No food or drink in Chamber signs posted.	2.5 Hours	None \$100 fee waiver requested

CITY ATTORNEY AGENDA ITEMS
August 1, 2016 – City Council Regular Meeting

1. **REQUEST FOR AUTHORIZATION FOR THE CITY ATTORNEY TO FILE AN APPEARANCE ON BEHALF OF THE CITY IN THE TAX TRIBUNAL MATTER FOR *OAK PARK FAST TRACK, LLC v. CITY OF OAK PARK*, MTT DOCKET NO. 16-001193.**

On or about July 7, 2016, Petitioner Oak Park Fast Track, LLC filed a Petition with the Michigan Tax Tribunal appealing the 2016 valuations for the referenced property. The property is located at 8600 Nine Mile Road and currently used as a gas station, identified as parcel 52-25-28-353-035. The Petitioner is requesting a reduction of \$87,200 in the assessed (\$162,200) and \$84,570 in the taxable value (\$159,570) of the Petitioner's property to \$75,000 each, which amounts to a reduction of approximately \$3,220 in City tax revenue. At this time, I am seeking authorization for the City Attorney to file an Appearance on behalf of the City.

2. **REQUEST FOR AUTHORIZATION FOR THE CITY ATTORNEY TO FILE AN APPEARANCE ON BEHALF OF THE CITY IN THE TAX TRIBUNAL MATTER FOR *15160 EIGHT MILE VENTURES LLC v. CITY OF OAK PARK*, MTT DOCKET NO. 16-002224.**

On or about June 24, 2016, Petitioner 15160 Eight Mile Ventures, LLC filed a Petition with the Michigan Tax Tribunal appealing the 2016 valuations for the referenced property. The property is located at 15160 Eight Mile Road and is currently used as a commercial office, identified as parcel 52-25-31-351-037. The Petitioner is requesting a reduction of \$230,000 in the assessed and taxable value of the Petitioner's property from \$357,500 to \$127,500, which amounts to a reduction of approximately \$8,760 in City tax revenue. At this time, I am seeking authorization for the City Attorney to file an Appearance on behalf of the City.

3. **REQUEST FOR AUTHORIZATION FOR THE CITY ATTORNEY TO FILE AN APPEARANCE ON BEHALF OF THE CITY IN THE TAX TRIBUNAL MATTER FOR *COOLIDGE TERRACE COOPERATIVE, INC. v. OAK PARK*, MTT DOCKET NO. 16-002335.**

On or about May 27, 2016, Petitioner Coolidge Terrace Cooperative, Inc. filed a Petition with the Michigan Tax Tribunal appealing the 2016 valuations for the referenced property. The property is located at 23400-23670 Coolidge and is currently used as an apartment complex, identified as parcel 52-25-29-351-015. The Petitioner is requesting a reduction of \$428,500 in the assessed (\$482,500) and taxable value (\$288,230) of the Petitioner's property to \$54,000 each, which amounts to a reduction of approximately \$8,920 in City tax revenue. At this time, I am seeking authorization for the City Attorney to file an Appearance on behalf of the City.



CITY OF OAK PARK

Steve Cooper, Director
Department of Public Safety

15A

Keisha Speech
Solomon Radner
Ken Rich
City Manager
Erik Tungate

AGENDA OF: August 1, 2016

AGENDA #

SUBJECT: Participation in the Oakland County Law Enforcement Mutual Aid Agreement

DEPARTMENT: Public Safety

SUMMARY: The Oakland County Law Enforcement Mutual Aid Agreement allows for the Oak Park Department of Public Safety to render and receive mutual aid for law enforcement related emergencies, disasters or other events. The terms of which are spelled out in this agreement. The agreement is valid for 10 years.

FINANCIAL STATEMENT: Not Applicable

RECOMMENDED ACTION I am requesting that Mayor and Council adopt the attached resolution authorizing the Oak Park Public Safety Department to enter into the Oakland County Law Enforcement Mutual Aid Agreement

APPROVALS:

City Manager

Director:

Finance Director

EXHIBITS:

**RESOLUTION OF PARTICIPATION IN THE OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED _____ 2016**

WHEREAS: The _____ acknowledges that emergencies
(Name of Community)
requiring a large number of trained public safety personnel and specialized
emergency equipment sometimes exceed the ability of any community to cope
effectively with them; and

WHEREAS: the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL
123.811, *et. seq.*, as amended, the Urban Cooperation Act, 1967 PA 7 (Ex
Sess), MCL 124.501 *et seq.*, as amended, and the Intergovernmental Contracts
between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, as
amended, provide that communities may enter into agreements to provide mutual
police assistance to each other in case of emergencies, and for certain standards
to be included in such agreements; and

WHEREAS: the Oakland Chiefs of Police Association wishes to replace the
Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988 and
make the benefits of such an agreement available to all Oakland County
communities, including local community colleges and public universities that
have a campus and public safety department in Oakland County; and

WHEREAS: The Oakland County Chiefs of Police Association has adopted the
Oakland County Law Enforcement Mutual Aid Agreement dated _____ 2016
and recommends that all Oakland County communities agree to participate
therein;

HOW THEREFORE BE IT RESOLVED: That the _____ on
(Name of Community)
the date below does hereby agree to participate in the **OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED _____ 2016** and
to give effect to its provisions to the best of its ability. An original of this
Resolution shall be sent to the President of the Association.

Date

Chief Executive Officer

Community Clerk

May 11, 2016

**OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

For the general purpose of rendering mutual aid in law enforcement protection, pursuant to the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, *et. seq.*, as amended, and pursuant to the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 *et seq.*, as amended, the Intergovernmental Transfers of Functions and Responsibilities Act, 1967 PA 8 (Ex Sess), MCL 124.531 *et seq.*, as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, as amended, the local units of government within Oakland County which have passed resolutions pursuant to Section 14 of this agreement ("Section 14") hereby enter into this amended agreement ("Agreement") for mutual aid upon the following terms and conditions:

1. Definitions

- A. "Community" shall mean a county, township, city, village, community college, or public university or institution of higher education, which (i) is located within, or has a campus building located within, the geographic boundaries of Oakland County, (ii) has a department of police or public safety or similar unit that employs, or contracts for the services of, peace officers and/or public safety officers, located within the geographic boundaries of Oakland County, and (iii) participates in this Agreement pursuant to Section 14.
- B. "Police Officer" shall mean a peace officer or public safety officer having jurisdiction in the Community by which he or she is employed.
- C. "Commanding Officer" shall mean the highest ranking Police Officer on duty in the Community or his designee, who has the responsibility for directing the police or public safety department at the time of an Emergency.
- D. "Disaster" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited, to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, any incident to which the National Incident Management System ("NIMS") may be applicable, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorder.

- E. "Emergency" shall mean circumstances that pose an immediate risk to health, life, property, or the environment, which requires man-power or equipment additional to that available to the Requesting Community at the time of the Emergency and/or other instances where an officer or community safety require additional resources.
- F. "Requesting Community" shall mean the Community in which an Emergency or Disaster exists and which requests aid pursuant to this Agreement.
- G. "Responding Community" shall mean the Community which sends personnel and/or equipment to a Requesting Community pursuant to this Agreement.
- H. "Incident Command System" shall mean the systemic tool used for the command, control, and coordination of emergency response as defined pursuant to NIMS.
- I. "Unified Command" shall mean the structure defined pursuant to the Incident Command System and NIMS that brings together the Commanding Officers and highest ranking officers of all other major organizations involved in an incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities.

2. Determination and Declaration of a Disaster, an Emergency, or Both

The Commanding Officer shall be responsible for determining and declaring that a Disaster, an Emergency, or both, exists in his or her Community.

3. Request for Assistance

Upon determining and declaring that a Disaster or an Emergency exists, the Commanding Officer of the Requesting Community may make a request for aid to the Commanding Officer of the Responding Community.

4. Response to Request

The Commanding Officer of the Responding Community may make available to the Commanding Officer of the Requesting Community such Police Officers and other appropriate personnel and equipment as are available to meet the needs of the Disaster and/or Emergency. The Commanding Officer of the Responding Community may decline the request for aid. No party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.

5. Use of Auxiliary or Reserve Police or Public Safety Officers

A Responding Community may send auxiliary or reserve police or public safety officer(s) when the Requesting Community approves their use, provided that such auxiliary or reserve officers act under the direction of regularly employed officers of the Responding Community.

Auxiliary or reserve police or public safety officers assigned by a Responding Community shall be considered regularly employed officers of the Responding Community for purposes of determining the application of Section 8, Indemnity.

6. Direction at the Scene of a Disaster and/or Emergency

The person in charge of operations at the scene of a Disaster and/or Emergency shall be the Commanding Officer of the Requesting Community, who shall follow and adhere to the Incident Command System and the establishment of a Unified Command, as applicable. Generally, all personnel and equipment of a Responding Community shall be under the control and direction of the Commanding Officer of the Requesting Community upon arriving at the scene of the Disaster and/or Emergency. While working under the direction of the Commanding Officer of the Requesting Community, all personnel shall only be required to respond to lawful orders. At all times, the personnel of the Responding Community shall remain employees of their respective agency and shall adhere to the policies and procedures of their own employer. All directions for the use of the personnel and equipment of a Responding Community shall be made through the Commanding Officer of the Responding Community, whenever possible.

7. Withdrawal of Personnel and Equipment

The personnel and equipment of a Responding Community may be withdrawn at any time in the discretion of the Commanding Officer of the Responding Community. The Commanding Officer of the Requesting Community shall be notified of the withdrawal whenever possible. The Responding Community shall not have any obligation to keep its personnel or equipment in the Requesting Community for a longer period of time than is deemed necessary by the Commanding Officer of the Responding Community. A Responding Community shall not be liable to a Requesting Community for leaving the scene of a Disaster and/or Emergency.

8. Indemnity

- A. The Requesting Community shall, to the extent permitted by law, indemnify and save the Responding Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts and omissions of personnel of the Responding Community

which are specifically ordered or directed by the Commanding Officer of the Requesting Community.

- B. Except as provided in Sections 4 and 7, the Responding Community shall, to the extent permitted by law, indemnify and save the Requesting Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the Responding Community which are not specifically directed or ordered by the Commanding Officer of the Requesting Community.

9. Indemnity in Joint Training Programs

Each Community shall, to the extent permitted by law, indemnify and save all other Communities harmless from all claims, demands, costs or damages including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying Community during joint training programs for emergency operations, such as those joint training programs organized by the Oakland County Law Enforcement Tactical Response Coordinating Group ("OakTAC").

10. Insurance

Each Community shall maintain appropriate liability insurance and workers compensation insurance, including employers' liability coverage, in accordance with all applicable laws.

11. Employee Benefits

Each Community is responsible for the salaries, workers' compensation, retirement and other fringe benefits of its employees responding to a mutual aid request.

12. Costs of Equipment and Supplies

Costs of equipment and supplies used while giving assistance will be borne by the Community providing the equipment and supplies. Each Community shall also be responsible, regardless of fault, for repairing or replacing any damage to the vehicles and/or equipment that Community provides that occurs while providing assistance pursuant to this Agreement.

13. Federal or State Reimbursement for Emergency Works Funds.

The Requesting Community in an Emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for Responding Communities. Each Community will maintain appropriate records to support such applications.

14. Community Participation in This Agreement

Any community that meets the criteria included in Section 1(A)(i)-(ii) of this Agreement may apply to participate in this Agreement by making application to the Oakland County Association of Police Chiefs ("Association"). The Association may approve the application by the affirmative vote of a majority of active voting members, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting. After Association approval, the Community will become a party to the Agreement when (i) its official elected body has approved a resolution of participation, (ii) a copy of that resolution of participation has been sent to the Association and (iii) the Association has received a true copy that resolution.

15. Withdrawal from Agreement

A Community may withdraw from its participation in this Agreement for any reason at any time upon thirty (30) days written notice to the Association and all other Communities.

16. Term

The term of this Agreement shall be ten (10) years from the date of its approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The term shall automatically renew for additional ten (10) year periods following the initial ten (10) year term unless terminated by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association.

17. Effective Date of this Agreement

This Agreement is effective upon approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association, and, is effective as to a specific Community upon the Association's receipt of a true copy of a resolution approving that Community's participation from that Community's governing body.

18. Amendment

This Agreement may only be amended upon the affirmative vote of a majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The Association shall provide notice of any such amendment to each Community by sending written notice, including a copy of the amended

Agreement, via first class mail to the highest ranking Police Officer of each Community within five (5) business days of each such amendment.

19. Survival

A Community's indemnity obligations shall survive any termination of this Agreement or the Community's withdrawal, with respect to liability arising during the time the Community was a party to the Agreement.

20. Effect on Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988

If a Community is a participant in the Oakland County Law Enforcement Mutual Aid Agreement dated June 1988 (the "Original Mutual Aid Agreement"), that Community shall send via first class mail a copy of the resolution approving its participation in this Agreement to the highest ranking Police Officer of each community that is a participant in the Original Mutual Aid Agreement at the same time that Community sends a copy of the resolution approving its participation in this Agreement to the Association pursuant to this Section 14. The Original Mutual Aid Agreement shall automatically terminate effective thirty (30) days after the first time notice is sent by a Community to each community participating in the Original Mutual Aid Agreement pursuant to this Section 20.

21. Effect on Other Existing Agreements

With the exception of Section 20 of this Agreement, this Agreement shall not affect the terms of any other Agreement entered into by any Community with respect to mutual aid or emergency management services.



15B

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 1, 2016

AGENDA #

SUBJECT: Park Place of Oak Park Condominium Project Sale Resolution

DEPARTMENT: Economic Development & Communications Department

SUMMARY: The sale is in reference to the condo project on Coolidge just north of Eight Mile Road. The history of the property is that the city sold the property in 2005 for \$295,000. In December 2006, a master deed was recorded for the properties that were purchased. In January 2007, 66 lot splits were approved per the Master Deed. In 2007, 10 of the 66 units were constructed. In August 2010 the vacant parcels (lots 11-66) were purchased by the city through the tax foreclosure process in the amount of \$107,936.

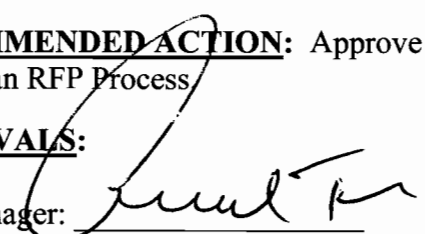
The remaining vacant parcels have a higher and better use than vacant land. We have been approached by several developers in regards to selling the property. However, no developer has come forth that would develop them into the condo units it was originally planned for. Most developers have proposed a housing development but did not want to be bound by the existing Master Deed. Per the approval of city council we have amended the Master Deed which allows us to sell the property and future owners to not be bound by the Master Deed.

I recommend city council approve the resolution to offer the properties for sale through a request for proposal process. Part of the process will include having the properties appraised, per city ordinance.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: Approve the Resolution to sell the Coolidge properties through an RFP Process

APPROVALS:

City Manager: 

Director: 

EXHIBITS: resolution

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

RESOLUTION APPROVING SALE OF CITY OWNED PROPERTIES

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 _1st__ day of August_____, 2016, at 7:00 p.m.

Present:

Absent:

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

WHEREAS, the General Property Tax Act at MCL 211.78M, as amended, (the “Act”) authorizes the City of Oak Park (“City”) to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

WHEREAS, the city has continued to maintain these properties; and

WHEREAS, the cost of maintenance continues to rise and the properties have a higher and better use and city council finds that it is necessary and in the best interest of the public to sell the referenced properties to a bidder through a Request For Proposal (RFP) process.

WHEREAS, the selected bidder will be determined by city council with a recommendation by the city manager.

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

1. The City Manager is hereby authorized to release and advertise an RFP offering the vacant parcels 11-66 for sale.
2. The Mayor and/or City Manager are hereby authorized to sign all necessary documents to complete the transaction.
3. 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.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 1, 2016**AGENDA #****SUBJECT:** Property Sale**DEPARTMENT:** Economic Development & Communications

SUMMARY: The Economic Development and Communications Department has been working on selling several vacant city owned parcels throughout the city. Many have been acquired through tax foreclosure or through the NSP Program. While researching the parcels I received a Purchase Agreement for several of the parcels. An individual investor would like to purchase the lots below and build homes on each site. The lots are as follows:

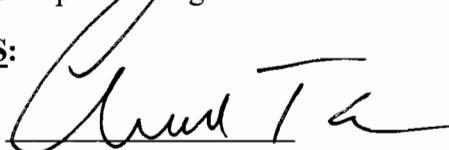
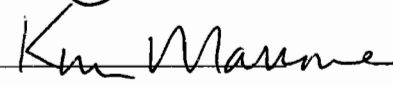
13071 Burton – NSP Property \$7,000
13351 Kenwood – NSP Property \$7,000
23130 Webster – NSP Property \$7,000
10130 Albany – NSP Property \$5,000
21331 Kipling – tax forfeiture \$5,000
24150 Ridgedale – NSP \$5,000

There is a \$500 commission payable to the realtor on each parcel for a total of \$3,000 paid by the city. Any profit that is received from these sales will go back into the NSP Program or to the county if it was a tax forfeiture less any expenses the city has incurred. While the city will not receive the funds it is in the best interest to bring these parcels back onto the tax rolls and eliminate the ongoing maintenance expense.

Per our city policy an NSP Property can be done through a negotiated sale by the city manager and the city manager is also allowed to sell tax foreclosed properties through one of many option; including a negotiated sale.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the city manager to sign the purchase agreement for the sale of the 6 vacant lots and any closing documents as well. Approve the payment of the \$3,000 commission to the Keller Williams Realtor upon closing.

APPROVALS:City Manager: Directors: **EXHIBITS:** purchase agreement, appraisals

☐ Commerce Market Center
2730 Union Lake Rd
Commerce Twp. MI 48382
Phone: 248 360-2900
Fax: 248 406-2901



PURCHASE AGREEMENT

☒ West Bloomfield Market Center
30500 Northwestern Hwy, Suite 300
Farmington Hills, MI 48334
Phone: 248 626-2100
Fax: 248 626-2103



1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☒ City, ☐ Township, ☐ Village of Oak Park,
County, Michigan, described as Sidwell number _____, legally described as follows:
see attached addendums

commonly known as _____,
together with all improvements and appurtenances including lighting fixtures and fans, attached mirrors, fireplace screens and enclosures, gas logs and attachments,
central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached carpeting, built-in cabinetry,
built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, TV antenna, rotor and controls, satellite dish and
accessories, garage door opener and transmitters, fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded) if any, now in or on
the premises, and _____

and to pay therefor the sum of Thirty-Six Thousand Dollars,
(\$ 36,000.00) subject to existing building and use restrictions, easements and zoning ordinances, if any, upon the following terms of sale:

THE SALE TO BE CONSUMMATED BY: (Use paragraph ☒ A, ☐ B, ☐ C, or ☐ D)

A. **CASH SALE:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money to be made in cash, cashier's check or certified funds.

B. **CASH SALE WITH NEW MORTGAGE:** Delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money to be made in cash, cashier's check, or certified funds. This Agreement is contingent upon Purchaser being able to secure a _____ mortgage in the amount of \$ _____ and pay \$ _____ down plus mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ calendar days from acceptance of this offer. Purchaser agrees that in connection with said application to lender, Purchaser will promptly comply with lender's request for all information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within _____ calendar days from date of acceptance, at Seller's or Purchaser's written option, this offer can be declared null and void and Purchaser's deposit returned forthwith.

C. **APPLICABLE TO FHA OR VA SALES ONLY:** See attached FHA/VA Addendum.

D. **SALE ON LAND CONTRACT:** See attached Land Contract Sale Addendum.

2. **CLOSING:** Upon acceptance of this Agreement by Seller and conveyance of title in the condition required herein, Seller and Purchaser agree to consummate the sale on or before 08/10/16. Closing of this sale shall take place at the office of listing broker, title company, or lending institution.

3. **OCCUPANCY:** The property is ☐ owner occupied, ☐ tenant occupied, ☐ vacant. Seller shall deliver and Purchaser shall accept possession of said property subject to rights of present tenants, if any. If Seller occupies property, it shall be vacated and keys surrendered to Broker _____ calendar days after closing. From the day after closing through the day of vacating the property as agreed, Seller shall pay the sum of either ☐ \$ _____ per day or ☐ 1/30th of Purchaser's monthly PITI (sum of principle, interest, taxes, and insurance) per day. Broker shall retain from the amount due Seller at closing, the sum of \$ _____ as security for said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by the date property is vacated and keys surrendered to Broker. Said occupancy charge can be disbursed every 30 days at Purchaser's request. Broker has no obligation, implied or otherwise, for seeing that the premises are vacated on the date specified or for the condition of the premises but is only acting as an escrow agent for holding the occupancy deposit. Seller is responsible for the water bill until Seller gives possession and takes a final water meter reading.

4. **EARNEST MONEY DEPOSIT:** Broker is hereby authorized to make this offer and the deposit of _____ Dollars in the form of ☐ cash, ☐ check as earnest money to be held by Keller Williams or returned in accordance with the terms of this Agreement. **BROKERS ACKNOWLEDGEMENT OF DEPOSIT:** Received by Keller Williams _____ (Sales Associate).

5. **HOME WARRANTY:** Purchaser ☐ accepts ☐ declines an America's Preferred Home Warranty plan. Paid by: ☐ Seller ☐ Purchaser ☐ Other

6. **AGENCY:** By the signatures below Purchaser and Seller hereby acknowledge that the selling broker/sales associate(s) are acting in the capacity of: ☐ Seller's Agent, ☒ Buyer's Agent, ☐ Dual Agent, ☐ Transaction Coordinator

7. **TITLE EVIDENCE AND SURVEY:** Seller, at Seller's sole cost and expense, agrees to furnish Purchaser a Commitment for an expanded or extended Policy of Title Insurance without standard exceptions such as the Eagle/Advantage or policy of similar or equal coverage prior to closing, and after closing, an Eagle/Advantage Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing date later than acceptance hereof and guaranteeing title in the condition required for performance of this Agreement. The title commitment shall be marked up at closing through the date of closing and the Owner's Policy to be provided by Seller pursuant to this Agreement shall include coverage for the "gap" period between the date of closing of this Purchase Agreement and the date of the recording of the deed to Purchaser. Purchaser agrees to obtain and pay for a survey by a registered land surveyor. If Purchaser does not obtain a survey, the Policy of Title Insurance will be issued with standard survey exceptions and Purchaser agrees to hold Broker harmless. To the extent Purchaser obtains a mortgage, Purchaser reserves the right to select a title agency of Purchaser's choice to issue any required lender's policy of title insurance. In the event that the title agency issuing the owner's policy required pursuant to this paragraph charges any additional fees as a result of Purchaser's selection of its own title agency to issue any lender's policy of title insurance, such additional fees or costs shall be borne solely by Seller and Purchaser shall be held harmless therefrom.

Purchaser(s) initials: /

Page 1 of 4

Seller(s) initials: /

8. **INSPECTION:** This offer ☐ is ☐ is not contingent upon inspection of property by independent private inspectors of Purchaser's choice and at Purchaser's expense within _____ calendar days from the effective date of this Agreement. This inspection may include but is not limited to remaining appliances, heating, ventilation and A/C systems, plumbing, sewer / water / pool, electrical system, roof, structural components foundation, fireplace(s), chimney(s), drainage conditions or evidence of excessive moisture, insect infestation, excess levels of radon, toxic wastes, hazardous or undesirable substances, the "environmental condition" of the property and the location of the property within a flood zone area, or any other condition or circumstance which may adversely affect the property. Unless Purchaser notifies Seller in writing within _____ calendar days after said inspections that Purchaser is dissatisfied with the inspection results, or if Purchaser elects not to have property inspected, all terms and conditions shall be binding and the sale shall be consummated as specified herein. If said inspections disclose any defect in the property which results in Purchaser's dissatisfaction for any reason whatsoever, and written notice is properly given to Seller, Purchaser may declare this Agreement null and void and the deposit shall be returned; or, Purchaser may request Seller to remedy defects if any. If Purchaser elects to have Seller complete certain repairs and does not terminate this Agreement, Seller shall have _____ calendar days from receipt of notification to respond that Seller will repair or provide for repairs. If Seller declares an unwillingness to repair or provide for repairs, Purchaser may accept property "as is" or declare this Agreement null and void and all earnest money shall be returned to Purchaser. If property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection. Purchaser is aware that any reference to square footage of the property or improvements thereon is approximate. If square footage is a material matter to Purchaser, it must be verified during the inspection period.

Purchaser ☐ does ☐ does not desire to have the property inspected. Purchaser's initials: _____ / _____

9. **TITLE OBJECTION:** After the title insurance commitment is delivered to Purchaser, any objections, based upon a written opinion of Purchaser's attorney that title is not in the condition required for performance hereunder, shall be made in writing and delivered to Seller within three (3) calendar days of Purchaser's receipt of Commitment of Title Insurance. Seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, to either (1) remedy the title, (2) obtain title insurance as required above, or (3) refund earnest money deposit in full termination of this Agreement. If Seller remedies title or obtains such title insurance within the time specified, Purchaser agrees to complete the sale within ten (10) calendar days of written notification thereof. If Seller is unable to remedy title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this Agreement.

10. **DEFAULT:** Willful failure to perform by Seller or Purchaser shall be an event of default under this Agreement. In the event of default by Seller hereunder, Purchaser may elect to enforce the terms hereof or demand, and be entitled to a refund of the entire deposit in full termination of this Agreement. In the event of default by Purchaser hereunder, Seller may declare forfeiture and be entitled to the deposit as liquidated damages as his sole and exclusive remedy.

11. **LENDER'S POLICY OF TITLE INSURANCE:** Purchaser and Seller acknowledge that Purchaser may select a title insurance company of his/her choice to issue any lender's policy of title insurance relative to the financing of the closing of this Purchase Agreement. By execution of this Purchase Agreement, Purchaser and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by the, title company issuing the owner's policy of title insurance set forth in paragraph 9 above and further acknowledge, that such selection will not reduce, diminish or impair the coverage of the owner's policy of title insurance set forth in paragraph 9 above.

12. **PROPERTY TAXES, ASSESSMENTS, WATER:** All taxes that have or will become due and payable on or before the date of closing, and special assessments that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Any assessments, recorded or not recorded which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage to date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of \$200.00 for water charges. It is the obligation of Seller to furnish the final water meter reading to escrow holder who shall pay said billing to the proper authority and return the unused portion to Seller.

13. **WELL INSPECTION:** Purchaser to receive a satisfactory report from a licensed contractor that the well water is potable. Seller grants permission to do the evaluations. The cost of the inspection is to be paid by the ☐ Seller ☐ Buyer. This contingency to be removed on or before closing. Purchaser(s) initials: _____ / _____ Seller(s) initials: _____ / _____

14. **SEPTIC INSPECTION:** Purchaser to receive a satisfactory report from evaluator registered with County Environmental Health Division that septic system is in good working order. Seller grants permission to do the evaluations. The cost of septic field inspection to be paid by the ☐ Seller ☐ Buyer. This contingency to be removed on or before closing. Purchaser(s) initials: _____ / _____ Seller(s) initials: _____ / _____

15. **TERMITE/PEST & ENVIRONMENTAL INSPECTION:** Broker recommends Purchaser obtain an independent inspection to determine the presence of wood destroying insects or infestation. Broker also recommends that Purchaser obtain an independent inspection for any environmental concerns.

16. **CONDOMINIUM AND HOME OWNERS ASSOCIATION DOCUMENTS:** If property is a condominium or has a Home Owners Association, Purchaser has right to condominium / association document review and approval by Purchaser's attorney within _____ business days of receipt by Purchaser. Documents to be provided by Seller at Seller's expense within _____ business days of acceptance of this contract. Buyer may void this transaction if Home Owners Association dues are not or incorrectly disclosed to Buyer.

17. **CITY CERTIFICATION:** If the municipality where property is located requires an inspection prior to sale, Seller will pay for necessary inspections and required repairs, if any, to obtain written approval of municipality.

18. **FLOOD INSURANCE:** Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender.

19. **AS IS CONDITION:** Purchaser acknowledges that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded an independent inspection of the property and the Purchaser affirms that Purchaser has examined the above described property and is satisfied with the physical condition of the structure thereon and purchases said property in an "AS IS CONDITION," subject only to the rights of a property inspection. It is further agreed that Keller Williams Realty and its agents have made no representations or warranties of any kind nor assume any responsibility for representations made by Seller or any cooperating broker pertaining to the condition of the property. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. (NO VERBAL AGREEMENTS WILL BE BINDING). Purchaser(s) initials: _____ / _____

Purchaser(s) initials:  _____

Seller(s) initials: _____ / _____

20. **WALK THROUGH:** Purchaser reserves the right to walk through property within 48 hours prior to possession and/or closing. Seller agrees to maintain property in the same condition as existed at the time of purchase until possession is delivered to Purchaser. The property shall be broom-cleaned and the attic, yard and garage free of debris upon vacating. Seller agrees to maintain heating, sewer, well, septic, plumbing, electrical system and any appliances and equipment in good working order. In the event the property has been winterized, it shall be the obligation and expense of Seller to de-winterize the property prior to closing.

21. **RELEASE:** Purchaser recognizes that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded the right to independent inspections of the property and Purchaser affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Keller Williams, its officers, directors, employees and independent sales associates. Purchaser and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement. Broker and sales associates specifically disclaim any responsibility for the condition of the property or for the performance of the Agreement by the parties. Keller Williams assumes no liability for performance of any inspection or statements on Seller's disclosure form. Purchaser(s) initials:

22. **SELLER'S DISCLOSURE:** Purchaser acknowledges receipt of Seller's Disclosure Form in accordance with Act 92 Public Acts of 1993.

23. **LEAD-BASED PAINT:** Purchaser has received and reviewed a copy of a Lead-Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

24. **POSSIBLE ADDITIONAL COMPENSATION OF BROKERS:** Purchaser and Seller acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.

25. **PERSONAL PROPERTY:** It is further understood between Purchaser and Seller that the additional personal property listed herein has no value as it relates to this transaction.

26. **PRIVATE ROADS:** Seller represents that property ☐ is ☒ is not on a private road. If property is located on a private road, Seller shall provide Buyer with a separate document providing notice that private road is not required to be maintained by County Board of Road Commissioners (per M.C.L.A. 560.261 [P. A. 1967 No. 2887]).

27. **ARBITRATION:** (Use paragraph ☐ A or ☒ B)

A. Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations. This provision shall survive closing.

B. The parties do not wish to agree to arbitrate future disputes.

28. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto which Agreement shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Purchaser and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling broker that are not explicitly set forth in this Agreement or attached hereto. Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of the Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

29. **FACSIMILE EXECUTION:** The parties agree that signatures on this agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

30. **ELECTRONIC EXECUTION:** A copy of the signature of any party will be immediately binding on that party on its receipt by the other party by electronic mail and will have the same effect as an original signature.

31. **GOVERNING LAW:** The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder shall be construed and controlled by the laws of the State of Michigan.

32. **EXPIRATION:** This offer shall remain irrevocable until withdrawn in writing OR until _____ (date) at 12:00 noon EST, and if not accepted by Seller, the deposit made by Purchaser shall be returned upon funds clearing.

33. **COUNTER OFFER:** In the event that Seller makes any written change in any of the terms and conditions of the offer presented by Purchaser, such changed terms shall constitute a counter offer by the Seller to Purchaser which shall remain valid until _____ (date) at _____ (time) and shall require acceptance by the Purchaser by initiating each such change before such time.

34. **ATTORNEY REVIEW:** This agreement is contingent upon Buyer's or Seller's attorney's review and approval of these documents as to form and content and not as to price within _____ calendar days after Buyer's receipt of an accepted copy of this offer. If either party's attorney files a written objection, then, at either party's option, this agreement shall be cancelled and all earnest money deposited returned to Buyer. If Buyer's/Seller's attorney does not file a written objection within the stipulated time, then this contingency shall be of no further effect, and the sale shall close as specified herein.

35. **LISTING TICKET:** All items listed on the listing ticket are to become a part of the purchase agreement unless otherwise excluded.

Purchaser(s) initials: / _____

Seller(s) initials: _____ / _____

36. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date Purchaser acknowledges receipt of Seller's accepted offer.

37. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** Seller(s) affirm that they ☒ are ☐ are not Residents of the United States. If Seller(s) are NOT Residents of the United States, then the parties to this Agreement will be bound by the FIRPTA requirements.
Seller(s) initials: _____ / _____

38. **COMPLIANCE FEE:** Purchaser shall pay a compliance fee of \$195.00 to Keller Williams Market Center to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

39. **ADDITIONAL CONDITIONS:**

See attached addendums for parcel numbers and price breakdown.

By execution of this Agreement the Purchaser acknowledges receipt of a copy of this document.

Tayonna Adams
dotloop verified
07/28/16 2:42PM EDT
A9RK-BRR2-EAXA-HRVD

(Witness)

ID #

(Purchaser) **Kenya Spratt**

(Date)

(Purchaser)

This is a cooperative sale with City of Oak Park, and with a \$3000. commission to selling broker.

SELLER'S ACCEPTANCE OF AGREEMENT OF SALE: The undersigned Seller accepts this offer and agrees to sell the described premises on the terms stated. The earnest money recited above and paid to the Selling Broker by Purchaser, shall be considered and used as earnest money, and shall be held by the Selling Broker under this Agreement and according to the regulation of the Department of Consumer and Industry Services. The undersigned agree on consummation of the sale, or if the sale is not consummated by reason of the failure, inability or refusal of the undersigned to perform the conditions of this Agreement, to pay Selling Broker and/or Listing Broker for services rendered, a total commission as set forth in the listing agreement for the sale of the property, or in the absence of a Listing Contract, a commission of _____ dollars or _____ % of Sale price which shall be due and payable at the time set forth in said offer for consummation of this sale. Seller agrees and understands that earned and/or unpaid commissions shall become a lien upon the property. If the deposit money is forfeited for non-performance by Purchaser, one-half of such deposit, but not more than the amount specified as "commission," shall be paid to Selling and/or Listing Broker for such services rendered to be shared equally between them and the remainder paid to the Seller. By execution of this Agreement, Seller acknowledges receipt of a copy of this document.

(Witness)

ID #

(Seller)

(Date)

(Seller)

PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT: The undersigned Purchaser hereby acknowledges receipt of the Seller's signed acceptance of this offer.

(Witness)

ID #

(Purchaser) **Kenya Spratt**

(Date)

(Purchaser)

(Rev. 2/13)



ADDENDUM/AMENDMENT

This Addendum is part of and incorporated into an Agreement of Sale dated: Apr. 11th 2016.

Property Address City of Oak Park Vacant Lots

By Kenya Spratt, as Purchaser(s)

And City of Oak Park, as Seller(s).

The following is/are to be considered as part of the above referred to Offer to Purchase Real Estate. Purchasers and Sellers acknowledge and agree to the following:

The Purchaser makes an offer to purchase the following 5 vacant Lots:

- 13071 Burton \$7,000

LOT:68 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 THOMAS BROTHERS EARLMONT SUB
W 25 FT OF LOT 68 & E 35 FT OF LOT 69 Parcel 52-25-29-102-027

- 13351 Kenwood \$7,000.

LOT:13 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 MC CLAIN SUB LOT 13
Parcel 52-25-29-355-003

- 23130 Webster \$7,000.

LOT:49 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 MC CLAIN SUB LOT 49
Parcel 52-25-29-377-033

- 10130 Albany \$5,000.

LOT:306 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 32 TWN 1N RNG 11E T1N, R11E, SEC 32 RIDGEWOOD ESTATES W 40 FT
OF LOT 306 & E 20 FT OF LOT 307 Parcel 52-25-32-229-033

- 21331 Kiping \$5,000.

LOT:1 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 31 TWN 1N RNG 11E T1N, R11E, SEC 31 SCHAEFER HIGHWAY ESTATES SUB
E 134 FT OF LOT 1 EXC S 3 FT Parcel 52-25-31-426-031

Purchaser(s) and Seller(s) hereby agree to all conditions of this Addendum.

Tayonna Adams
dotloop verified
04/14/16 11:04AM EDT
GCL0-VTKI-MEWC-CFOE

Witness

Kenya Spratt
dotloop verified
04/13/16 4:48PM EDT
BVOT-GET3-S2DB-NNRT

Purchaser Kenya Spratt

Date

Purchaser

Witness

Seller

Date

Seller



15D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 1, 2016

AGENDA #

SUBJECT: Façade Grant Approval

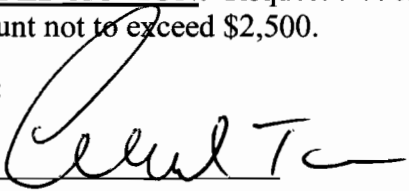
DEPARTMENT: Community & Economic Development

SUMMARY: The Community & Economic Development Department has received an application for a Façade Improvement Grant from Star Bakery for the building located at 26031 Coolidge. The project specifications have met city guidelines for the program. The project consists of replacing broken glass on exterior windows, repair/clean/tuckpoint brick and possibly paint. It also includes replacing the soffit overhang. Estimated total cost of the project is \$5,602.14. If painting is not done the project estimate is \$4,402.14. The property owner/contractor will pull all required permits.

FINANCIAL STATEMENT: This does not affect the general fund it is an account held by Metro Matters

RECOMMENDED ACTION: Request that city council to approve the façade grant for 50% of the project costs in an amount not to exceed \$2,500.

APPROVALS:

City Manager: 

Director: 

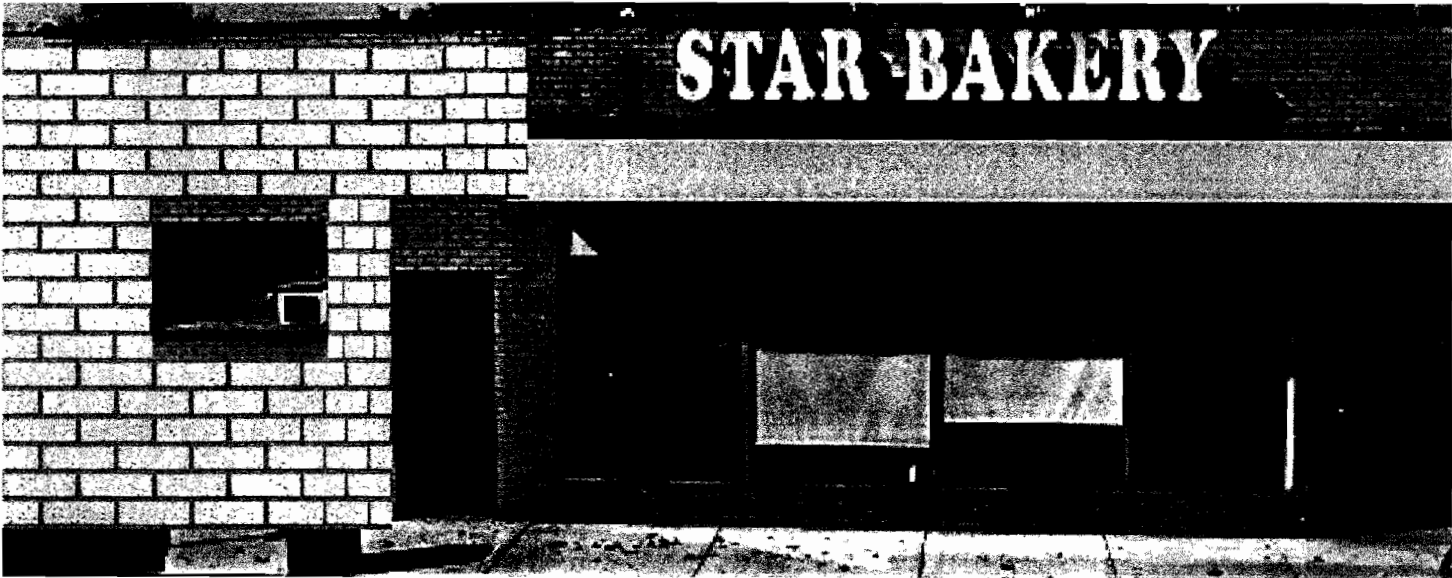
Finance Director: _____

EXHIBITS: application

Before Picture



After Rendering



CITY OF OAK PARK SMALL BUSINESS FACADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Star Bakery, Esther Leibowitz
 Address: 26031 Coolidge Highway
 City: OAK PARK State: MI ZIP Code: 48237
 Phone: 248-541-9450 Email: emiel@live.com

FOR TENANTS

Name of Building Owner: Ben MCKOVITZ
 Address of Building Owner: 26031 Coolidge Highway
 City: OAK PARK State: MI Zip Code: 48237
 Phone: 248-541-9450 Email: emiel@live.com

PROPERTY TO BE IMPROVED

Name of Business: Star Bakery
 Address: 26031 Coolidge Highway Phone: 248-541-9450
 City: OAK PARK State: MI ZIP Code: 48237
 Type of Business: BAKERY Tax ID #: 382598810
 Proposed start of construction: ASAP Anticipated completion: AUG. 31, 2016

Short description of proposed work: Replace broken glass/rear exterior windows. Repair/tuck point brick, enameled. Replace soff. (overhang)

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the DCA is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Facade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program.

Also, I understand, acknowledge and agree to the following:

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Facade Improvement Program.
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Facade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines.
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
7. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
8. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

STAR BAKERIES, INC.

26031 Coolidge Highway
Oak Park, MI 48237
248/541-9450

July 11, 2016.

Summary of exterior facade restoration using multiple vendors.

<u>Description</u>	<u>Estimate</u>	<u>Contractor Name</u>
Rebuild of overhang:	\$2,540.00	Detailed Services
Painting of brick:	\$1,200.00	D&G Painting
Tuckpointing of brick:	\$800.00	Masonry Restoration by Tom Justus
Replacement of broken glass:	<u>\$1,062.14</u>	Henderson Glass
Total	\$5,602.14	

STAR BAKERIES, INC.

26031 Coolidge Highway
Oak Park, MI 48237
248/541-9450

City of Oak Park, Michigan,

I, Ben Moskovitz, hereby give my daughter, Esther Leihowitz, permission to make improvements to the building I own at 26031 Coolidge Hwy., Oak Park, Michigan.

Ben Moskovitz



Acknowledged before me, this 28th day of
June, 2016, a Notary Public in and for
Oakland County, Michigan.

[Signature]
Notary Public

My Commission Expires May 18, 2020



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: August 1, 2016

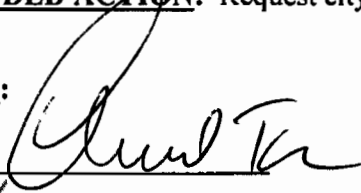
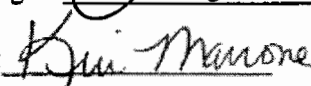
AGENDA #

SUBJECT: Summer Concert Series Grant Application - MCACA**DEPARTMENT:** Economic Development & Communications

SUMMARY: The Community & Economic Development Department in partnership with the Parks & Recreation Department are submitting an application to MCACA for 2017 mini-grant. The grant will fund 50% of the cost of the Summer Concert Series which began in 2015. These concerts are a huge success and enjoyed by close to 1,000 people each summer. The concerts are scheduled to take place July 6, 13, 20, 27, from 7-8:30 pm in Shepherd Park. This year we hope to rent the Oakland County Stage. The grant application will ask for \$4,000 in grant match with the 50% match coming from in-kind expenses and also sponsorship dollars if we are able to secure them.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: Request city council to approve the grant submission and sign the assurances letter.

APPROVALS:City Manager: Directors: **EXHIBITS:** Assurance Letter

Michigan Council for Arts and Cultural Affairs ASSURANCES

A: The applicant has an established policy of equal opportunity without regard to race, color, religion, national origin, age, sex or disability. The applicant agrees to take steps necessary to correct any under-representation reported on the status report and achieve a reasonably representative work force at all levels of employment. The applicant has an established policy to provide equal opportunity on all programs, activities and services.

The applicant:

1. Agrees in all recruiting materials and advertisements to state that all job applicants will receive equal consideration for employment;
2. Agrees in all promotional materials and advertisements to state that all programs, activities and services will be provided equally; and
3. Agrees to post in conspicuous places, notices setting forth the law on equal opportunity in employment and public accommodations.

B: If the grant is awarded, the applicant warrants and represents to the Michigan Council for Arts and Cultural Affairs, that the support funds will be administered by the applicant.

C: Any funds received under this grant shall not be used to supplant funds formally budgeted for same and that funds received will be used solely for the contracted activities.

D: The applicant has read and will conform to the Guidelines.

E: The filing of this application by the undersigned, officially authorized to represent the applicant organization has been duly approved by the governing board of the applicant organization.

- ☐ This application was approved by the governing board on ____/____/____
- ☐ This application is scheduled to be approved by the governing board on ____/____/____
If the application has not yet been approved by your governing board, notify the Council of the action taken as soon as possible.

If the notification of action by your governing board is not received prior to panel review, the application may not be recommended for funding.

Organization name: _____

Grant Program: _____

Authorized Official: (Cannot be the Project Director)

Name (typed) _____ Date _____

Signature: _____