

Oak Park

City Council Agenda

April 3, 2017





AGENDA
REGULAR CITY COUNCIL MEETING
36th CITY COUNCIL
OAK PARK, MICHIGAN
April 3, 2017
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

A. Special Council Meeting Minutes of March 27, 2017

B. Communications Commissions Meeting Minutes of November 16, 2016, December 21, 2016 and January 18, 2017

C. Request to reschedule the April 10, 2017 Planning Commission Meeting to April 24, 2017

D. Class C Liquor License renewal for Sahara Restaurant & Grill, 24770 Coolidge Highway

E. Tavern License renewal for Jade Palace, 13351 W. 10 Mile Road

F. Resolution of support in the 2017 Tri-Party Program and to authorize the submission of funding for repairs to Greenfield Road

G. Licenses - New and Renewals as submitted for April 3, 2017

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

A. Proclamations honoring Congregation Beth Shalom and Walk in the Park Coin Laundry

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS: None

12. BIDS:

A. Request to award the bid for the 2017 Swimming Pool Repair Project, M-668 to Clearwater Pool and Spa of Livonia, MI for the total amount of \$74,995.00

13. ORDINANCES:

A. First reading of an ordinance to amend Article IV, Housing, Chapter 18, Buildings And Building Regulations, of the Code Of Ordinances of the City of Oak Park by amending Division 3, Inspections, thereof, thereby permitting advertising of rental units certified within last six months

14. CITY ATTORNEY

15. CITY MANAGER:

Administration

A. Budget Hearing Schedule

Finance

B. Resolution receiving Special Assessment Rolls establishing April 19, 2017 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #660, False Alarms #661, Property Blight #662, and Sidewalk Replacement #663

Economic Development and Communications

C. Request to consider and approve the sale of city owned vacant property (portion of Lessenger Park)

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
36th OAK PARK CITY COUNCIL
March 27, 2017
5:30 P.M.**

MINUTES

This Special Meeting of the 36th Oak Park City Council was held in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237.

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

The Special Meeting was called to order by Mayor McClellan at 5:30 P.M.

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner, Council Member Rich, Council Member Speech

ABSENT: None

ALSO PRESENT: City Manager Tungate, City Clerk Norris, Assistant to the City Manager McLain, Deputy City Clerk Brown

SPECIAL BUSINESS:

(AGENDA ITEM #3A) Consideration of City Boards and Commissions

Deputy City Clerk Brown and City Clerk Norris presented a report entitled *Recommendation on Restructuring City Advisory Boards and Commissions* dated March 16, 2017. The report provided recommendations to restructure some of Oak Park's advisory boards and commissions with the intent to create efficiencies, provide clearer direction by clarifying missions, address the growth of the City's administration function and to establish consistent policy. The proposed recommendations were a result of a collaborative effort including input from the board and commission staff liaisons and the Executive Management Team.

SCM-03-122-17 MOTION TO COMBINE THE OAK PARK ARTS & CULTURAL COMMISSION WITH THE ETHNIC ADVISORY COMMISSION TO FORM THE ARTS AND CULTURAL DIVERSITY COMMISSION – APPROVED

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to combine the Oak Park Arts & Cultural Commission with the Ethnic Advisory Commission to form the Arts and Cultural Diversity Commission as detailed in the *City Clerk's Recommendation on Restructuring City Advisory Boards and Commissions* dated March 16, 2017.

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

MOTION DECLARED ADOPTED

**SCM-03-123-17 MOTION TO COMBINE THE INDEPENDENCE DAY
COMMISSION WITH THE RECREATION ADVISORY BOARD
TO FORM THE PARKS AND RECREATION COMMISSION –
APPROVED**

Motion by Speech, seconded by Rich, CARRIED UNANIMOUSLY, to combine the Independence Day Commission with the Recreation Advisory Board to form the Parks and Recreation Commission as detailed in the City Clerk's *Recommendation on Restructuring City Advisory Boards and Commissions* dated March 16, 2017.

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

MOTION DECLARED ADOPTED

**SCM-03-124-17 MOTION TO TRANSFER OF THE FUNCTIONS OF THE
COMMUNICATIONS COMMISSION TO THE COMMUNITY
AND ECONOMIC DEVELOPMENT DEPARTMENT
– APPROVED**

Motion by Rich, seconded by Burns, CARRIED, to officially record the transfer of the functions of the Communications Commission to the Community and Economic Development Department.

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

MOTION DECLARED ADOPTED

**SCM-03-125-17 MOTION TO TRANSFER OF THE FUNCTIONS OF THE
EMERGENCY SERVICES COUNCIL TO THE DEPARTMENT
OF PUBLIC SAFETY – APPROVED**

Motion by Rich, seconded by Burns, CARRIED UNANIMOUSLY, to officially record the transfer of the functions of the Emergency Services Council to the Department of Public Safety.

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

MOTION DECLARED ADOPTED

**SCM-03-126-17 MOTION TO ESTABLISH THE MEMBERSHIP OF THE
BEAUTIFICATION ADVISORY COMMISSION AS 11
RESIDENTS – APPROVED**

Motion by Rich, seconded by Speech, CARRIED UNANIMOUSLY, to establish the membership of the Beautification Advisory Commission as 11 residents.

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

MOTION DECLARED ADOPTED

**SCM-03-127-17 MOTION TO ESTABLISH THE MEMBERSHIP OF THE
RECYCLING & ENVIRONMENTAL CONSERVATION
COMMISSION AS 9 RESIDENTS – APPROVED**

Motion by Rich, seconded by Speech, CARRIED UNANIMOUSLY, to establish the membership of the Recycling & Environmental Conservation Commission as 9 residents.

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

MOTION DECLARED ADOPTED

**SCM-03-128-17 MOTION TO REDUCE THE NUMBER OF PLANNING
COMMISSION MEMBERS TO 7 – APPROVED**

Motion by Rich, seconded by Speech, CARRIED, to reduce the number of Planning Commission members to 7.

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

MOTION DECLARED ADOPTED

(AGENDA ITEM #3B) City Manager Project Update

City Manager Tungate received consensus from City Council to hold a recognition event honoring members of the City's boards and commissions in June and to provide members with name badges, City-branded shirts and other City-branded gifts in appreciation of their service to the City.

City Manager Tungate announced Summerfest is planned for Saturday, July 29, 11:00 a.m. – 8:00 p.m. and noted a beer and wine tent is being requested. Council members voiced no objections.

Mr. Tungate explained Summerfest is only being held on one day this year because there will be an Autumnfest on Sunday, September 24.

City Manager Tungate announced Hatzalah of Michigan is taking possession of the offices they are leasing from the City on May 1 and that he will be sending Council invitations to the ribbon cutting ceremony.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

The Special Meeting adjourned at 6:35 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK
COMMUNITY ENGAGEMENT
DEPARTMENT OF PUBLIC INFORMATION

Carolyn Burns
Council Members
 Kiesha Speech
 Solomon Radner
 Ken Rich
City Manager
 Erik Tungate

Regular Meeting Minutes
of the
COMMUNICATIONS COMMISSION
Wednesday, November 16, 2016

The meeting was called to order at 7:15pm in the Oak Park Community Center at 14300 Oak Park Blvd., Oak Park, MI 48237.

PRESENT: Chair Steven Gold, Vice Chair Julie Edgar, Commissioner Desmond Travis, Commissioner Cheryl Weiss, City Liaison Director Denise DeSantis

ABSENT: Commissioner Nathan Peiss (excused), City Council Member Kiesha Speech (excused)

ALSO PRESENT: None

APPROVAL OF AGENDA: Motion by Commissioner Weiss to approve the agenda. Seconded by Commissioner Travis. Motion carried, unanimous.

APPROVAL OF MINUTES: Motion by Vice Chair Edgar to approve the minutes from October 19, 2016. Seconded by Commissioner Travis. Motion carried, unanimous.

ACKNOWLEDGEMENT OF GUESTS/CITY OFFICIALS: None

OLD BUSINESS:

- A. Senior Center Tours
 - Fridays are best from 10 a.m. - 2 p.m.
 - Specific available open dates will be shared at the next meeting.
- B. Budget Update
 - We still do not have funds for this commission. City Management believes it will come from the City Council budget, requires approval by City Council.
- C. New Process to Enroll for Emergency Text Messages
 - Commissioner Edgar suggested that the City needs to offer text message options for emergency situations. City Liaison Director DeSantis advised that the City is currently enrolling individuals in text message alerts, however the City is looking into options for a more universal dashboard that allows the City to disseminate information more efficiently through one dashboard, yet in many forms (eBlast, text, robo call, voicemail, etc.).
 - There are different ways in which people prefer to be contacted in emergency and non-emergency situations. Economic and Communications Director Kimberly Marrone is looking into options to present to City Manager Erik Tungate. There

are services which have the ability for people to opt-in for the types of messages they want to receive and how they want to receive them. Government entities, universities and businesses use such services. More information to come.

- Once the City selects a vendor, the Commission may want to brainstorm ways in which the City can increase enrollment efforts.

D. Commissioner Peiss' New Project Idea (Honoring Veterans)

- Chairperson Gold suggested that we table this discussion until Commissioner Peiss is able to join us. The suggestion to honor Veterans is Commissioner Peiss' idea.
- Director DeSantis reported that Mayor McClellan mentioned in the November Mayor's Message a place she visited in Detroit that has a nice Veteran's program. The Mayor solicited for Oak Park's Veteran information so she can work on a plan for next year to recognize the Veterans during a council meeting around Veteran's Day next year. A suggestion was made that the Recreation Department may have access to the Veteran's names or contact information since they already coordinate the Veteran appearances during the Independence Day Parade.

E. Commissioner Recruitment

- There are two periods of recruitment: February and August. The Communication Commission's recruitment period February. Chairperson Gold expressed dismay that in August's Commission interviews some candidates preferred to be on the Communication's Commission yet were appointed to other Commission. Director DeSantis explained that City Council may be trying to fill positions for those Commission that whose membership renews in August. Perhaps since the Communications Commission members aren't due to renew until February, there may have been more of an urgency to fill August seats.
- The time of year when residents apply for a Commission matters in that some candidates interest in their positions fall off during wait periods.
- Suggestion: Chairman Gold and Director DeSantis might write letters to request specific people for the Communication Commission for February, if they know specific people are applying for Communication Commission. This may increase the ability of some of the candidates being appointed to our Commission who have expressed an interest. If you know of any interest, invite them to a meeting to ensure they feel comfortable serving on the Communications Commission. It also shows willingness to attend.
- The Commission members discussed their concern that if more than one person is absent, we do not have a quorum.
- It was proposed for the Commission to think about meeting less often if we cannot establish a quorum nor have enough members to participate. If we meet every other month, we could always hold a special meeting two weeks in advance if we have more than enough to work on.

NEW BUSINESS:

A. Commissioner Weiss' Concerns

- Commissioner Weiss expressed her opinion that she joined this commission to help inform seniors, but nothing has been done to accomplish this. Seniors, and those not connected with technology are still not informed about events and news in the city. Other cities provide information by delivering information in the mail or door-to-door to keep residents that do not use computers informed. She

feels that seniors do not know about upcoming events unless they have joined the Senior Center.

- Recreation Director Laurie Stasiak has been looking into this. They have a senior newsletter, but it is only available at the Recreation Center to Senior Center members. Through meeting with the seniors she has found that the seniors are feeling isolated. They don't just want to hear about senior programs and activities, they like to hear about all the City's activities in case they want to join in the multi-generational activities, bring their children, or their grandchildren. It is possible that the Odyssey senior newsletter may become combined with the Branch in some fashion in the near future so seniors have the ability to not only learn about Senior programs and activities but so they can stay abreast of City-wide programs and activities.

B. Commissioner Edgar's Discussion on Projects

- Commissioner Edgar shared that she would like a project. We meet monthly, but have not had a project to work on to completion. We have good ideas, but nothing has happened. She suggested starting a newspaper.
- Director DeSantis reminded the Commission that many of their discussions have led to improvements in the City. For example, the Commission once suggested to not repeat the information in the newsletter that is already read in social media. So much effort has been made to write more in-depth and present information differently so there is less crossover. Commissioner Weiss was concerned that if the information is not shared our seniors, again, would not be informed. Other efforts to launch text messaging, learn about senior wants and needs before changing communications, and more has been very helpful. It is Director DeSantis' hope that everyone on the Commission know and feel as if their voice matters. Chairman Gold also reminded the Commission that their stated role is more an advisory capacity, according to the documents approved by Council.
- Director DeSantis shared that she needs help with the city website for the next stage and is open to suggestions for improvement; perhaps that is a project the Communication Commission could take on.

COUNCIL LIAISON REPORT: None

STAFF LIAISON REPORT:

- Director DeSantis shared with the Commission a new strategy that was implemented to promote the Boo Bash on Facebook. The City used boosts and paid advertising promotions. They spent \$180-200 and reached 30,000 people; 1,000 committed to attending prior to the event; and an estimated 3,000 people attended the Boo Bash. They will do the same for the Gift-O-Rama during the Saturday after Thanksgiving.

CALL TO THE AUDIENCE: None

CALL TO THE MEMBERSHIP:

- Commissioner Edgar: lights are not on in Victoria Park; When will they be on? Director DeSantis responded that it's a DTE issue; she will follow-up on this.
- Commissioner Weiss shared that she is having a Jamerry Nails fundraiser for the Friends of the Oak Park Library. Thirty percent of all sales of Jamerry products will be donated through up until December 7, 2016.
- Commissioner Travis shared that he is hoping to have more time to help Director DeSantis.

- Chairman Gold expressed concern about City Council Member Speech, wondering if she is doing well, and he hopes to see her at future meetings.
- Commissioner Edgar suggested that we need a central point at City Hall to speak with on the phone. Reporters can go through Denise, but callers are bounced around from one person to the next - this needs to be improved. She said it would be an accomplishment to have an ombudsman. Residents should be able to reach someone who will get them to the right person, especially senior citizens. Director DeSantis informed the group that Assistant to the City Manager Crystal McLain, her intern and Director of Information Technology Ricardo Singson have been diligently working on a new telephone tree. It will, in fact, have a central number, inform callers of after hours and office closings, and help to direct the caller with knowing which department to call. The City's videographer and Deputy Director of Finance Saundra Crawford have been recording messages so the City has a consistent voice throughout the system. More to come. It was also suggested that concerned residents can communicate through the Citizen's Action Center that is available on the website. This allows residents to view frequently asked questions, make inquiries and report concerns. In the month's ahead the City hopes to have a mobile application that can be downloaded of mobile devices for anyone interested in having the application at their disposal.

Next Meeting Date: December 21, 2016 Time: 7 p.m. in the Community Center

Motion by Commissioner Edgar to adjourn meeting, seconded by Commissioner Weiss. Motion carried, unanimous. Meeting adjourned at 8:53pm.



CITY OF OAK PARK
COMMUNITY ENGAGEMENT
DEPARTMENT OF PUBLIC INFORMATION

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

Communications Commission
Wednesday, December 21, 2016
Community Center
MEETING MINUTES

The meeting was called to order at 7:01pm in the Oak Park Community Center at 14300 Oak Park Blvd., Oak Park, MI 48237.

PRESENT: Chair Steven Gold, Vice Chair Julie Edgar, Commissioner Cheryl Weiss, City Liaison Director Denise DeSantis

ABSENT: Commissioner Nathan Peiss (excused), Commissioner Desmond Travis, City Council Member Kiesha Speech (excused)

ALSO PRESENT: None

APPROVAL OF AGENDA: Since there was no quorum, no business was conducted at this meeting.

APPROVAL OF MINUTES: No quorum

ACKNOWLEDGEMENT OF GUESTS/CITY OFFICIALS: None

OLD BUSINESS: Commissioners informally discussed the mission of the Communication Commission and its relationship with Oak Park City Council.

NEW BUSINESS: Informal discussion and sharing of ideas, such as inviting block clubs to Communication Commission meetings to ask for their feedback and suggestions.

COUNCIL LIAISON REPORT: None

STAFF LIAISON REPORT: Informal sharing of upcoming events and the new Oak Park quarterly newspaper.

CALL TO THE AUDIENCE: None

CALL TO THE MEMBERSHIP: None

Next Meeting Date: January 18, 2016 Time: 7 p.m. in the Community Center

Motion by Commissioner Edgar to adjourn meeting, seconded by Commissioner Weiss. Motion carried, unanimous. Meeting adjourned at 8:02pm.



CITY OF OAK PARK
COMMUNITY ENGAGEMENT
DEPARTMENT OF PUBLIC INFORMATION

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

Communications Commission
Wednesday, January 18, 2017, 7:00 p.m.
Community Center
Meeting Minutes

The meeting was called to order at 7:01pm in the Oak Park Community Center at 14300 Oak Park Blvd., Oak Park, MI 48237.

PRESENT: Chair Steven Gold,

ABSENT: Commissioner Julie Edgar, Commissioner Nathan Peiss (excused), Commissioner Desmond Travis, City Liaison Denise DeSantis (vacation), City Council Member Kiesha Speech (excused), Commissioner Cheryl Weiss

ALSO PRESENT: None

APPROVAL OF AGENDA: Since there was no quorum, no business was conducted at this meeting.

APPROVAL OF MINUTES: No quorum

ACKNOWLEDGEMENT OF GUESTS/CITY OFFICIALS: None

OLD BUSINESS: No discussion.

NEW BUSINESS: No discussion.

COUNCIL LIAISON REPORT: None.

STAFF LIAISON REPORT: None.

CALL TO THE AUDIENCE: None.

CALL TO THE MEMBERSHIP: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: March 29, 2017

AGENDA #

SUBJECT: Request to reschedule the April 10, 2017 Planning Commission meeting.

DEPARTMENT: Community and Economic Development, Planning Division

SUMMARY: The Chairperson of the Planning Commission is requesting the April 10, 2017 Planning Commission meeting be rescheduled to April 24, 2017.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: The City Council consider accepting the request of the Chairperson of the Planning Commission and reschedule the April 10, 2017 Planning Commission meeting to April 24, 2017.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

EXHIBITS: None.

CITY OF OAK PARK, MICHIGAN

**CLASS C LIQUOR LICENSE OR TAVERN LICENSE
RENEWAL REQUIREMENTS CHECKLIST**

The following checklist is intended to assist the elected and appointed representatives of the City of Oak Park, Michigan in determining whether an applicant for renewal of a Class C Liquor License or Tavern License from the municipality has provided all of the required documentation and/or information as specified in the City's Class C Liquor License or Tavern License Application Process and pursuant to **Article III, Sections 6-51 – 6-68 and Ordinance No. O-13-597 (Zoning Ordinance) of the Code of Ordinances, City of Oak Park, Michigan.**

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

Location: 24770 Coolidge Highway, Oak Park, MI 48237

A. Remittance of Application Fees

☒ Annual Renewal: \$250.00

B. Submission and Review of Background Check Information

☐ Investigation Completed by Representatives of the Department of Public Safety on

☐ Investigation Confirmed that there are No Issues that Preclude the Issuance/Renewal of a Class C Liquor License or Tavern License in the Name of the Applicant

☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for that would require a Background Check

C. Application(s)

☒ Complete in All Appropriate/Requisite Sections

☒ Signed, Dated and Notarized

D. Proof of Possession of Property

☐ Deed ☐ Land Contract

☐ Lease ☐ Assignment of Lease

☐ Sublease ☐ Bill of Sale and/or Lease for Equipment/Furniture/Fixtures

☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

E. Business Entity/Organization/Structure Documents

☐ Corporation (Copy of Articles of Incorporation Attached to Application)

☐ Partnership (General or Limited – Full Names, Dates of Birth and Home Addresses of All Partners and Copy of Articles of Partnership/Agreement Attached to Application)

☐ Sole Proprietorship (If Doing Business Under an Assumed Name a Copy of the D/B/A Certificate was Attached to the Application)

☐ Other (i.e. LLC – Details Provided as Required in Class C Liquor License or Tavern License Renewal Application)

☒ No changes have occurred since the filing of the most recent application/issuance of the

Class C Liquor License or Tavern License that the Renewal Application has been filed for

F. Financial Qualifications/Information

- ☐ Copy of Loan Document(s)/Affidavits Detailing the Sources of Funding for the Business
- ☐ Information Provided Concerning Source of Funding for Acquisition/Opening/Operating the Licensed Business
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

G. Management Information

- ☐ Provided Name, Address and Telephone Number of Individual Who Will Serve as the Manager of the Licensed Business
- ☐ Provided Name, Address and Telephone Number of Individual Who is Authorized to Sign Checks and Pay Bills in Connection with the Operation of the Licensed Business
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

H. Description of Proposed Facilities in Some Detail

- ☐ Detail Provided Including Square Footage, Seating Capacity, Parking Capacity, Etc.
- ☐ Copy of Site Plan (If Necessary) and Description/Diagram (Detailed Floor Plan) of the Premises
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

J. Dancing or Entertainment

- ☒ Yes - Description of Planned Entertainment: Applicant requests a dance area at the business establishment. Pursuant to state law and/or local ordinance(s), Applicant is required to obtain any permit(s) for dancing required by the Michigan Liquor Control Commission and must maintain a dance floor that is not less than 100 square feet, is well defined and without tables, chairs, or other obstacles while customers are dancing. **Authorizing dancing at the venue does not allow topless activity or adult entertainment of any kind.**
- ☐ No
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

K. Status of City of Oak Park Business License

- ☒ Applicant has Current Valid City Business License(s) as Required Based on Business Activity
- ☐ Applicant has Submitted an Application for a Business License(s)
- ☒ Applicant is Current on All Applicable Business License(s) Fees

L. Applicant, and/or its Principals/Shareholders are Not in Default on Any Obligations Due the City of Oak Park and/or Oakland County

- | | |
|--|--|
| ☐ Personal Property Taxes | ☐ Yes in the Amount of \$ _____ |
| ☐ Real Property Taxes | ☐ Yes in the Amount of \$ _____ |
| ☐ Special Assessments | ☐ Yes in the Amount of \$ _____ |
| ☐ Sewer and Water | ☐ Yes in the Amount of \$ _____ |

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DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

Location: 24770 Coolidge Highway, Oak Park, MI 48237

DEPARTMENT OF TECHNICAL AND PLANNING

Certification that the building(s) or structure(s) to which the License Renewal will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted and the Licensed Premises are appropriately zoned for the use and that any required zoning approvals, including site plan approval, had been obtained previously.

☒ Recommended for Approval

☐ Recommended for Approval with Comments/Conditions/Explanations:

☐ Not Recommended for Approval



(Print Name) Robert Barrett

Director of the Department of Technical and Planning or Their Designee

Date: March 30, 2017

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: **001-2017**
Name of Establishment Applying for Renewal of a License: **Sahara Restaurant & Grille**
Name of Applicant and/or its Principals/Shareholders: **Zeana Attisha/Szasza, Inc.**
Location: **24770 Coolidge Highway, Oak Park, MI 48237**

DEPARTMENT OF PUBLIC SAFETY

Certification that the proposed Licensee(s) continue to be of good moral character and the Licensed Premises are in compliance with all applicable fire safety regulations.

☒ Calls for Service at the above-described Location: FIVE CALLS FOR SERVICE
SINCE LAST RENEWAL (2016) APPLICATION

☒ Premise History Report for the above-described Location: SEE ATTACHED
SUMMARY

Have there been any violations of any of the laws of the State of Michigan or the United States or any ordinances of the City of Oak Park or the administrative rules of any regulatory agency in the conduct of the business of the licensed establishment? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

Have there been any incidents reported to the Department of Public Safety in the last year that would pertain to the Class C Liquor License or Tavern License and the establishment's alcoholic beverages or any dance or entertainment permits or its patrons? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

Are there other concerns that need to be brought to the attention of the City Council? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

☒ Recommended for Approval

☐ Recommended for Approval with Comments/Conditions/Explanations:

☐ Not Recommended for Approval


(Print Name) STEVE COOPER
Director of the Department of Public Safety or Their Designee
Date: 7 FEBRUARY 2017

City of Oak Park
Dept. of Public Safety
15000 Oak Park Blvd.
Oak Park, MI 48237
JK #1021

2017 Tavern License Renewal: Sahara Restaurant & Grille, 24770 Coolidge

Premise History Report

- 1) 01-20-2016: EMS response for employee experiencing a seizure.
- 2) 06-17-2016: Hit & Run motor vehicle traffic crash in the parking lot.
- 3) 09-13-2016: Trouble with panhandler, outside of the business,
harassing customers and employees.
- 4) 09-26-2016: Panhandler, previously warned to stay off the property,
was observed in front of the business and was cited for
trespassing.
- 5) 09-29-2016: Business was victimized by subjects passing fraudulent
payroll checks at local banks.

TK, #1021

7 February 2017



DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

Location: 24770 Coolidge Highway, Oak Park, MI 48237

CITY CLERK

Certification that the proposed Licensee has a current valid license for operation of a restaurant at the proposed Licensed Premises or meets applicable requirements for the issuance of such a license.

- ☒ The Licensee has met the food and beverage sale(s) requirements specified in Subsection (2) of Sec. 6-55 entitled Restaurant requirements of the Code of Ordinances, of the City of Oak Park, Michigan
- ☒ Recommended for Approval
- ☐ Recommended for Approval with Comments/Conditions/Explanation:

☐ Not Recommended for Approval



(Print Name) T. EDWIN NORRIS

City Clerk or Their Designee

Date: 3/15/17

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

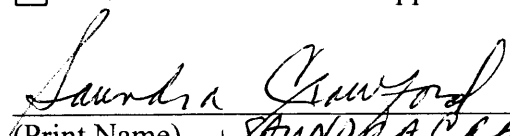
Location: 24770 Coolidge Highway, Oak Park, MI 48237

DEPARTMENT OF FINANCE

Certification that the proposed Licensee(s) are not in default on any obligation(s) due the City of Oak Park and/or Oakland County.

- ☒ Recommended for Approval
☐ Recommended for Approval with Comments/Conditions/Explanation:

☐ Not Recommended for Approval


(Print Name) SANDRA CRAWFORD
Finance Director or Their Designee
Date: 3-29-2017

Based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk it is recommended that subject to any conditions specified by those administrative offices/officials the City Council renew the Class C Liquor License or Tavern License for:

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

Location: 24770 Coolidge Highway, Oak Park, MI 48237

Comments/Conditions/Explanations:

Kimberly Marrone
Kimberly Marrone

Manager of Community and Economic Development or Her Designee

Date: 2-15-17

In accordance with Section 6-61 (b) of the Code, I have initiated the annual investigation and review of the on premises licensed establishment identified below and based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk, subject to any conditions specified by those administrative offices/officials and pursuant to the recommendation of the Manager of the Department of Community and Economic Development as well as having completed my analysis and assessment of the documentation and information submitted by the Applicant it is requested that the City Council consider approving the renewal of the Class C Liquor License or Tavern License previously issued to:

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 001-2017

Name of Establishment Applying for Renewal of a License: Sahara Restaurant & Grille

Name of Applicant and/or its Principals/Shareholders: Zeana Attisha/Szasza, Inc.

Location: 24770 Coolidge Highway, Oak Park, MI 48237

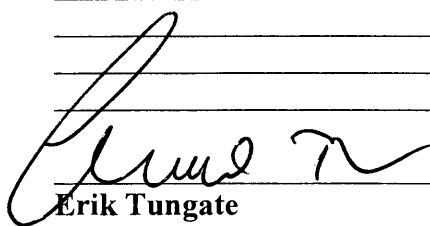
Comments/Conditions/Explanations:

City staff and in particular, representatives of the Department of Public Safety have reviewed the request for renewal of the Class C Liquor License or Tavern License for Sahara Restaurant & Grille and determined that no conditions exist that would warrant denial of a renewal or require additional time to investigate the business.

It is the recommendation of the Administration, subject to any comments, conditions, and/or explanations contained in the Class C Liquor License or Tavern License Renewal Requirements Checklist that after analyzing the review factors specified in Section 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license renewal) the City Council approve the issuance of a 2017-2018 Class C Liquor License or Tavern License with an expiration date of April 30, 2018 to Sahara Restaurant & Grille, located at 24770 Coolidge Highway, Oak Park, MI 48237.

The Applicant, Zeana Attisha/Szasza, Inc. has been invited to attend the City Council meeting to answer any questions the Council may have.

The Administration is requesting that the City Council as part of the Consent Agenda, renew the License for Sahara Restaurant & Grille, located at 24770 Coolidge Highway, Oak Park, MI 48237.



Erik Tungate
City Manager

Date: 3/30/17

CITY OF OAK PARK, MICHIGAN

CLASS C LIQUOR LICENSE OR TAVERN LICENSE
RENEWAL REQUIREMENTS CHECKLIST

The following checklist is intended to assist the elected and appointed representatives of the City of Oak Park, Michigan in determining whether an applicant for renewal of a Class C Liquor License or Tavern License from the municipality has provided all of the required documentation and/or information as specified in the City's Class C Liquor License or Tavern License Application Process and pursuant to **Article III, Sections 6-51 – 6-68 and Ordinance No. O-13-597 (Zoning Ordinance) of the Code of Ordinances, City of Oak Park, Michigan.**

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
Name of Establishment Applying for Renewal of a License: Tony Wai-Chung Mar D/B/A Jade Palace
Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

A. Remittance of Application Fees

☒ Annual Renewal: \$250.00

B. Submission and Review of Background Check Information

☐ Investigation Completed by Representatives of the Department of Public Safety on _____

☐ Investigation Confirmed that there are No Issues that Preclude the Issuance/Renewal of a Class C Liquor License or Tavern License in the Name of the Applicant

☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for that would require a Background Check

C. Application(s)

☒ Complete in All Appropriate/Requisite Sections

☒ Signed, Dated and Notarized

D. Proof of Possession of Property

☐ Deed ☐ Land Contract

☐ Lease ☐ Assignment of Lease

☐ Sublease ☐ Bill of Sale and/or Lease for Equipment/Furniture/Fixtures

☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

E. Business Entity/Organization/Structure Documents

☐ Corporation (Copy of Articles of Incorporation Attached to Application)

☐ Partnership (General or Limited – Full Names, Dates of Birth and Home Addresses of All Partners and Copy of Articles of Partnership/Agreement Attached to Application)

☐ Sole Proprietorship (If Doing Business Under an Assumed Name a Copy of the D/B/A Certificate was Attached to the Application)

☐ Other (i.e. LLC – Details Provided as Required in Class C Liquor License or Tavern License Renewal Application)

☒ No changes have occurred since the filing of the most recent application/issuance of the

Class C Liquor License or Tavern License that the Renewal Application has been filed for

F. Financial Qualifications/Information

- ☐ Copy of Loan Document(s)/Affidavits Detailing the Sources of Funding for the Business
- ☐ Information Provided Concerning Source of Funding for Acquisition/Opening/Operating the Licensed Business
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

G. Management Information

- ☐ Provided Name, Address and Telephone Number of Individual Who Will Serve as the Manager of the Licensed Business
- ☐ Provided Name, Address and Telephone Number of Individual Who is Authorized to Sign Checks and Pay Bills in Connection with the Operation of the Licensed Business
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

H. Description of Proposed Facilities in Some Detail

- ☐ Detail Provided Including Square Footage, Seating Capacity, Parking Capacity, Etc.
- ☐ Copy of Site Plan (If Necessary) and Description/Diagram (Detailed Floor Plan) of the Premises
- ☒ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

J. Dancing or Entertainment

- ☐ Yes - Description of Planned Entertainment: Applicant requests a dance area at the business establishment. Pursuant to state law and/or local ordinance(s), Applicant is required to obtain any permit(s) for dancing required by the Michigan Liquor Control Commission and must maintain a dance floor that is not less than 100 square feet, is well defined and without tables, chairs, or other obstacles while customers are dancing. **Authorizing dancing at the venue does not allow topless activity or adult entertainment of any kind.**
- ☒ No
- ☐ No changes have occurred since the filing of the most recent application/issuance of the Class C Liquor License or Tavern License that the Renewal Application has been filed for

K. Status of City of Oak Park Business License

- ☒ Applicant has Current Valid City Business License(s) as Required Based on Business Activity
- ☐ Applicant has Submitted an Application for a Business License(s)
- ☒ Applicant is Current on All Applicable Business License(s) Fees

L. Applicant, and/or its Principals/Shareholders are Not in Default on Any Obligations Due the City of Oak Park and/or Oakland County

- | | |
|--|--|
| ☐ Personal Property Taxes | ☐ Yes in the Amount of \$ _____ |
| ☐ Real Property Taxes | ☐ Yes in the Amount of \$ _____ |
| ☐ Special Assessments | ☐ Yes in the Amount of \$ _____ |
| ☐ Sewer and Water | ☐ Yes in the Amount of \$ _____ |

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DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
Name of Establishment Applying for Renewal of a License: Tony Wai-Chung Mar D/B/A Jade Palace
Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

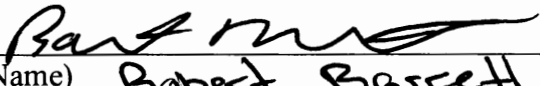
DEPARTMENT OF TECHNICAL AND PLANNING

Certification that the building(s) or structure(s) to which the License Renewal will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted and the Licensed Premises are appropriately zoned for the use and that any required zoning approvals, including site plan approval, had been obtained previously.

☒ Recommended for Approval

☐ Recommended for Approval with Comments/Conditions/Explanations:

☐ Not Recommended for Approval


(Print Name) Robert Barrett
Director of the Department of Technical and Planning or Their Designee
Date: 7/8/2017

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
Name of Establishment Applying for Renewal of a License: Tony Wai-Chung Mar D/B/A Jade Palace
Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

DEPARTMENT OF PUBLIC SAFETY

Certification that the proposed Licensee(s) continue to be of good moral character and the Licensed Premises are in compliance with all applicable fire safety regulations.

☒ Calls for Service at the above-described Location: TWO CALLS FOR SERVICE SINCE LAST TAVERN LICENSE RENEWAL

☒ Premise History Report for the above-described Location: 5-18-2016: PANHANDLER IN FRONT OF BUSINESS / 7-28-2016: OPEN DOOR FOUND DURING PATROL CHECK - BUSINESS SECURED.

Have there been any violations of any of the laws of the State of Michigan or the United States or any ordinances of the City of Oak Park or the administrative rules of any regulatory agency in the conduct of the business of the licensed establishment? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

Have there been any incidents reported to the Department of Public Safety in the last year that would pertain to the Class C Liquor License or Tavern License and the establishment's alcoholic beverages or any dance or entertainment permits or its patrons? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

Are there other concerns that need to be brought to the attention of the City Council? NO. If so, please attach documentation/information specifying the violations, incidents or comments.

☒ Recommended for Approval

☐ Recommended for Approval with Comments/Conditions/Explanations:

☐ Not Recommended for Approval

(Print Name) STEVE COOPER

Director of the Department of Public Safety or Their Designee

Date: 7 FEBRUARY 2017

City of Oak Park
Dept. of Public Safety
13351 Oak Park Blvd.
Oak Park, MI 48237
JK # 1024

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
Name of Establishment Applying for Renewal of a License: Tony Wai-Chung Mar D/B/A Jade Palace
Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

CITY CLERK

Certification that the proposed Licensee has a current valid license for operation of a restaurant at the proposed Licensed Premises or meets applicable requirements for the issuance of such a license.

- ☒ The Licensee has met the food and beverage sale(s) requirements specified in Subsection (2) of Sec. 6-55 entitled Restaurant requirements of the Code of Ordinances, of the City of Oak Park, Michigan
☒ Recommended for Approval
☐ Recommended for Approval with Comments/Conditions/Explanation:

☐ Not Recommended for Approval


(Print Name) T. EDWIN NORRIS
City Clerk or Their Designee
Date: 3/15/17

DEPARTMENTAL CERTIFICATIONS REQUIRED BY SECTION 6-58 (a) OF THE CODE OF ORDINANCES, CITY OF OAK PARK, MICHIGAN OR THE CITY ADMINISTRATION

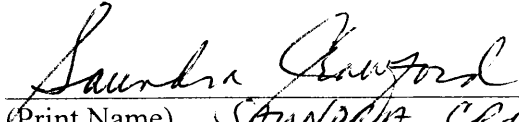
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Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

DEPARTMENT OF FINANCE

Certification that the proposed Licensee(s) are not in default on any obligation(s) due the City of Oak Park and/or Oakland County.

- ☒ Recommended for Approval
☐ Recommended for Approval with Comments/Conditions/Explanation:

☐ Not Recommended for Approval


(Print Name) SAUNDRA CRAWFORD
Finance Director or Their Designee
Date: 3-29-2017

Based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk it is recommended that subject to any conditions specified by those administrative offices/officials the City Council renew the Class C Liquor License or Tavern License for:

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
Name of Establishment Applying for Renewal of a License: Tony Wai-Chung Mar D/B/A Jade Palace
Name of Applicant and/or its Principals/Shareholders: Tony Wai-Chung Mar
Location: 13351 W. Ten Mile Road, Oak Park, MI 48237

Comments/Conditions/Explanations:

Kimberly Marrone
Kimberly Marrone
Manager of Community and Economic Development or Her Designee
Date: 2/15/17

In accordance with Section 6-61 (b) of the Code, I have initiated the annual investigation and review of the on premises licensed establishment identified below and based on the Certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk, subject to any conditions specified by those administrative offices/officials and pursuant to the recommendation of the Manager of the Department of Community and Economic Development as well as having completed my analysis and assessment of the documentation and information submitted by the Applicant it is requested that the City Council consider approving the renewal of the Class C Liquor License or Tavern License previously issued to:

City of Oak Park Class C Liquor License or Tavern License Renewal Application No.: 002-2017
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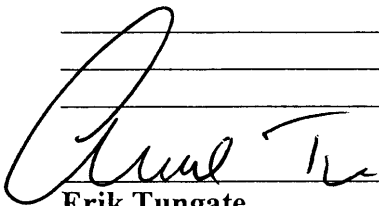
Comments/Conditions/Explanations:

City staff and in particular, representatives of the Department of Public Safety have reviewed the request for renewal of the Class C Liquor License or Tavern License for Tony Wai-Chung Mar d/b/a Jade Palace and determined that no conditions exist that would warrant denial of a renewal or require additional time to investigate the business.

It is the recommendation of the Administration, subject to any comments, conditions, and/or explanations contained in the Class C Liquor License or Tavern License Renewal Requirements Checklist that after analyzing the review factors specified in Section 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license renewal) the City Council approve the issuance of a 2017-2018 Class C Liquor License or Tavern License with an expiration date of April 30, 2018 to Tony Wai-Chung Mar d/b/a Jade Palace, 13351 W. Ten Mile Road, Oak Park, MI 48237.

The Applicant, Tony Wai-Chung Mar has been invited to attend the City Council meeting to answer any questions the Council may have.

The Administration is requesting that the City Council as part of the Consent Agenda, renew the License for Tony Wai-Chung Mar d/b/a Jade Palace, 13351 W. Ten Mile Road, Oak Park, MI 48237.



Erik Tungate
City Manager

Date: 3/30/18

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

AGENDA OF: April 3, 2017 **AGENDA #**

SUBJECT: Resolution in support of the Road Commission for Oakland County's 2017 Tri-party program.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: The Oakland County Board of Commissioners has approved a FY 2017 budget of \$2,000,000 to create a \$6,000,000 Tri-Party Program. The City of Oak Park's share in the 2017 Tri-Party Program is \$15,900.

FINANCIAL STATEMENT: This expenditure of \$15,900 for the Tri-Party Program will not be collected by the County until the funds are to be used for a project.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution of support in the 2017 Tri-Party Program and authorize the submission of funding for repairs to Greenfield Road.

APPROVALS:

City Manager: _____

Finance Director: _____

Department Director: _____

EXHIBITS: Resolution

**CITY OF OAK PARK
MICHIGAN**

**RESOLUTION IN SUPPORT OF THE ROAD COMMISSION FOR
OAKLAND COUNTY'S 2017 TRI-PARTY PROGRAM**

- WHEREAS, Past participation in the Tri-Party Program has been beneficial to the City of Oak Park and its residents;
- WHEREAS, The Oakland County Board of Commissioners approved a FY 2017 budget of \$2,000,000 to create a \$6,000,000 Tri-Party Program;
- WHEREAS, \$3,000,000 of those funds will be designated for townships and \$3,000,000 for cities and villages;
- WHEREAS, Based on population, road miles and accidents the City of Oak Park's share in the program is \$47,702 this year with a cost of \$15,900 to the City of Oak Park;
- WHEREAS, Projects which improve road safety take precedence over congestion, aesthetics, drainage, or maintenance projects; and
- WHEREAS, The City Engineer has determined that the submission of funding for repairs to Greenfield Road are needed for safety reasons.

NOW, THEREFOR, BE IT RESOLVED that the City Council for the City of Oak Park, Michigan, hereby submits the funding for repairs to Greenfield Road as the project for the 2017 Tri-Party Program Project commitment; and

BE IT FURTHER RESOLVED that copies of this resolution be submitted to the Oakland County Board of Commissioners and to the Oakland County Executive.

Roll Call Vote: Yes,
 No,
 Absent,

I, T. Edwin Norris, duly authorized City Clerk of the City of Oak Park, Michigan, do hereby certify that the above resolution is a true and correct copy of a resolution adopted by the Oak Park City Council at the regular Council Meeting held on April 3, 2017.

T. Edwin Norris, City Clerk

MERCHANT'S LICENSES – APRIL 3, 2017

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Huntington Cleaners	13000 Capital	\$150	Cleaners/Laundry
Florals 4 U Inc	14500 Eight Mile	\$225	Florist
Gadget Drop Repair LLC	21700 Greenfield 116	\$150	Cellular
Realteam Real Estate	8250 Nine Mile	\$150	Real Estate
Whipped Beauty Bar	10626 Nine Mile	\$150	Salon

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Bruttell Roofing Inc	10821 Capital	\$187.50	Roofing Contractor
United Refrigeration Inc	12811 Capital	\$150	HVAC Contractor
Woodway Corporation	12981 Capital	\$150	General Contractor
J & D Auto Service	13051 Capital	\$150	Automotive
Henderson Towing	13390 Capital	\$225	Automotice
Hersch's Inc	21100 Coolidge	\$150	Retail
Select Restaurant Equipment	21380 Coolidge A	\$187.50	Supplier
New Northend Market	21601 Coolidge	\$187.50	Retail
Party Poopers	21641 Coolidge	\$150	Party Planners
Physical Medicine Rehb & Pain	21675 Coolidge 1A	\$150	Rehabilitation
Gold Star Products	21680 Coolidge	\$150	Restaurant Supplier
KFC Take Home of Oak Park	22001 Coolidge	\$225	Restaurant
Curv Bella Boutique	22125 Coolidge	\$187.50	Clothing store
Advance America #1328	22140 Coolidge	\$150	Banking
SVS Vision	23055 Coolidge	\$225	Optometrist
H2O Life LLC	24705 Coolidge	\$150	Fitness facility
Innovative Hearing Services	25211 Coolidge	\$150	Medical
Fitnessse LLC	25591 Coolidge	\$225	Fitness facility
Moulden Agency LLC	26013 Coolidge	\$150	Insurance
Learning Disabilities Clinic	25611 Coolidge	\$150	Tutoring
Northland Chrysler Jeep	14100 Eight Mile	\$150	Car Dealership
F.I.R.M.	13691 Eleven Mile	\$150	Financial Planner
AAA Ferguson Insurnace	13691 Eleven Mile	\$187.50	Insurance
Henry's Auto Care Center	14041 Eleven Mile	\$150	Automotive
Royal Crest Inc	14851 Eleven Mile	\$150	Window Coverings
Oncology Clinics PC	20770 Greenfield 1A	\$150	Medical
Family Foot & Ankle	20770 Greenfield 100A	\$150	Medical
Allwell Physical Therapy and Rehabilitation	21700 Greenfield 257	\$150	Rehabilitation
Renaissance Jewelers	21700 Greenfield 325	\$150	Jeweler
Maple Home Health Care Inc	23300 Greenfield 219	\$150	Home Health Care

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
Motor City Soul Food #2	24790 Greenfield	\$187.50	Restaurant
Borensteins	25242 Greenfield	\$150	Bookstore
Zeman's New York Bakery	25258 Greenfield	\$150	Bakery
Kravings	25270 Greenfield	\$150	Restaurant
Check 'n Go	25274 Greenfield	\$225	Banking
Rehabilitation Institute of MI	25900 Greenfield 110	\$150	Rehabilitation
Modern Stamps Inc	25900 Greenfield 136	\$150	Auction
Quality Health Care Training	25900 Greenfield 138	\$150	Health Care
Oxford Hill Partners LLC	25900 Greenfield 232	\$225	Marketing
Auto Pro Technical Recruiting	25900 Greenfield 232	\$225	Recruiters
Top That LLC	25950 Greenfield	\$150	Clothing store
Street Corner Music Ltd	26020 Greenfield	\$150	Music store
Advance America #1398	26038 Greenfield	\$150	Banking
Step and Style LLC	26080 Greenfield	\$187.50	Clothing store
Lee Beauty Supply	26118 Greenfield	\$150	Retail
Payless Shoesource #4815	26142 Greenfield	\$150	Retail
Haynes Enterprises	21171 Meyers	\$150	
Prairie Farms Dairy Inc	21631 Meyers	\$150	Dairy
LM Studio	8104 Nine Mile	\$150	Art Studio
Danse D'Amour Dance Studio	8670 Nine Mile	\$225	Dance Studio
Margaret Hepke DO PC	8750 Nine Mile	\$150	Medical
Little Caesar Enterprises #30	8801 Nine Mile	\$150	Restaurant
Don's Done-Rite Auto Wash	10250 Nine Mile	\$150	Car wash
Community Family Dentistry	10470 Nine Mile	\$150	Dentist
L N S Tobacco	10700 Nine Mile	\$150	Tobacco
My Place – Center for Wellness	12718 Nine Mile	\$150	Wellness center
Royal Care Day Program	12724 Nine Mile	\$150	Daycare
Lighthouse Liquor	13651 Nine Mile	\$150	Retail
Happy's Pizza #7	13700 Nine Mile	\$150	Restaurant
Good Health Pharmacy	13821 Nine Mile	\$150	Pharmacy
Dallas Designs Salon	13831 Nine Mile	\$150	Salon
Crescent Pattern Company	8720 Northend	\$150	Pre-Production company
Spice One	12751 Northend	\$150	Food Preparation
Moonlink Studios LLC	13320 Northend 3000	\$150	Video Production
Ringside Creative LLC	13320 Northend 3000	\$150	Video Production
Samaritan Homes Inc	22610 Rosewood	\$150	Personal Care
Chase Cleaners	10831 Ten Mile	\$150	Cleaners/Laundry
State Farm Insurance	10841 Ten Mile	\$150	Insurance
Access & Vascular Care PLLC	10861 Ten Mile	\$150	Medical
Planet Fitness	13151 Ten Mile	\$225	Fitness Studio
Midwest Laundry LLC	13221 Ten Mile	\$150	Laundry
Fancy Ladies Apparel	13261 Ten Mile	\$150	Clothing store
Jewish Senior Life Services	15000 Ten Mile	\$150	Adult/Senior programs

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** April 3, 2017 **AGENDA #****SUBJECT:** Report on bids for the 2017 Swimming Pool Repair Project, M-668.**DEPARTMENT:** DPW/Technical & Planning – Engineering *KJY*

SUMMARY: At the March 6, 2017 regular meeting of the Oak Park City Council, the request to bid the 2017 Swimming Pool Repair Project, M-668 was approved (CM-03-100-17). The project was advertised and 11 contractors viewed the documents. On March 24, 2017, two (2) bids were received and opened. The low bidder, Advanced Pool Systems, submitted an incomplete bid. They only gave a lump sum price and did not fill out the unit amounts for the unit bid amounts. The second low bidder, Clearwater Pool and Spa of Livonia, MI submitted a bid of \$74,995.00. References were checked and all had positive responses. This project will repair the City's Municipal Swimming Pool.

FINANCIAL STATEMENT: There is \$110,000 budgeted in the FY 2016-17 General Fund budget that will be utilized project.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2017 Swimming Pool Repair Project, M-668 to Clearwater Pool and Spa of Livonia, MI for the total amount of \$74,995.00. Funding that was to be utilized for a Community Center generator and for maintenance on the park pavilions is available in the FY 2016-17 General Fund for this project.

APPROVALS:

City Manager: _____ Department Director: _____

Finance Director: _____

EXHIBITS: Bid tabulation

BID TABULATION

2017 SWIMMING POOL REPAIR PROJECT, M-668 BID OPENING DATE FRIDAY, MARCH 24, 2017 10:00 AM				ADVANCED POOL SYSTEMS 1220 N. MILFORD HIGHLAND, MI 48357 248-889-8848		CLEARWATER POOL AND SPA 12351 STARK RD. LIVONIA, MI 48150 734-502-5060	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Demolition	820	SFT	\$ -	\$ -	\$ 16.00	\$ 9,920.00
2	Bench, Step and Tile	1	LSUM	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
3	Pool Re-Finish	820	SFT	\$ -	\$ -	\$ 55.00	\$ 34,100.00
4	Wall Repair	620	SFT	\$ -	\$ -	\$ 2.50	\$ 1,550.00
5	Sand Change	1	LSUM	\$ -	\$ -	\$ 5,900.00	\$ 5,900.00
6	Lateral Repair	50	LFT	\$ -	\$ -	\$ 400.00	\$ 20,000.00
7	Project Cleanup	1	LSUM	\$ -	\$ -	\$ 1,705.00	\$ 1,705.00
8	Inspection Crew Days, Modified SP	\$320	DAY	\$ -	\$ -	\$ 1.00	\$ 320.00

Other Bidders:

- * ADVANCED POOL SYSTEMS DID NOT USE BID FORMS OR ITEMS AND QUANTITIES ASKED FOR
- * CLEARWATER POOL AND SPA OMITTED PAGE 3 OF THE PROPOSAL FORM WHERE SIGNATURE IS REQUIRED.

**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO.**

AN ORDINANCE TO AMEND ARTICLE IV, HOUSING, CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK BY AMENDING DIVISION 3, INSPECTIONS, THEREOF, THEREBY PERMITTING ADVERTISING OF RENTAL UNITS CERTIFIED WITHIN LAST SIX MONTHS.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Division 3, Inspections, of Article IV, Housing, of Chapter 18, Buildings and Building Regulations, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 18-181. - To determine compliance with applicable codes; certificates of compliance and occupancy.

No owner of any rental unit governed by this article, and no agent of such owner, shall hereafter offer to let or hire, any one-family dwelling or any unit in a two-family dwelling, unless such unit has been inspected and a certificate of compliance has been issued by the department of technical and planning services. The department of technical and planning services shall cause such inspection to be had, and such certificate of occupancy to be issued, if the unit meets the minimum requirements of all applicable state and city housing and building codes, within a reasonable time after application therefor and payment of any inspection fee. The certificate of occupancy shall certify that the dwelling unit complies with all applicable provisions of such building and housing codes. An inspection is also required upon each vacancy and re-occupancy of the rental unit. If the rental unit has been issued a certificate of compliance within six months of the vacancy, the Owner is permitted to advertise the unit as long as the Owner has reported the vacancy and requested a re-occupancy inspection by the Rental Inspector.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this 3rd day of April, 2017.

T. Edwin Norris
City Clerk

Marian McClellan
Mayor

I, T. Edwin Norris, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its Regular meeting held on March 27, 2017.

T. Edwin Norris, City Clerk



CITY OF OAK PARK

DEPARTMENT OF TECHNICAL & PLANNING SERVICES

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

To: Erik Tungate, City Manager

From: Robert Barrett, Director of Technical and Planning

Date: February 8, 2017

RE: Rental Re-occupancy

As you know, I have been looking into potential changes to the City of Oak Park rental ordinance, and more specifically the re-occupancy requirement. Currently, the rental ordinance requires a dwelling to be inspected and re-certified biennially or upon re-occupancy. The re-occupancy inspection, fee and ban on advertising have been criticized by owners of these units who have threatened litigation to challenge the validity of the ordinance. Some owners have asserted that the ordinance is unfair, and are requesting to have the re-occupancy portion of this ordinance completely rescinded.

Through the years, I have met with many of the property owners who have grieved this ordinance as well as the rental inspectors who perform this work. Based on my review and experience, it appears that the units and/or property owners that have high re-occupancy rates are the ones that result in the most blight violations and thus require closer monitoring and inspections to ensure code compliance. Therefore, I am against completely rescinding the re-occupancy ordinance in its entirety.

I have also met with our attorney's at Garan Lucow Miller, PC. Together we are confident that we can defend the existing re-occupancy ordinance against any challenge, however I have been contemplating some revisions that could reasonably accommodate the property owner's concerns while also maintaining our requirements for quality housing in the City.

Please see below for a brief synopsis of my proposed ordinance changes:

1. In circumstances that the unit has been certified within the last six months and the landlord reports the re-occupancy to the City, I propose that:
 - a. *Through Ordinance change* - The landlord would be allowed to advertise the unit once an inspection has been scheduled, but not re-occupy the unit until rental certificate is issued.
 - b. *Through the annual adopted fee schedule* - Reduce the re-occupancy inspection fee from \$150 to \$75.
 - c. *Through internal policy* - Attempt to provide a priority inspection within 1 week.

- d. *Through internal policy* - Offer a conditional temporary rental certificate if no health or safety issues exists

It should be noted that if the re-occupancy is found by the Technical and Planning Department without being notified by the landlord, the process will revert back to as if process is a new rental unit. No cost savings, allowance to advertise, or priority scheduling will be granted to the landlord.

Listed below is a proposed text revisions of Ordinance Section 18-181 for your consideration.

With your approval I would like to move forward with the proposed changes.

Sec. 18-181. - To determine compliance with applicable codes; certificates of compliance and occupancy.

No owner of any rental unit governed by this article and no agent of such owner shall offer to let or hire any one-family dwelling or any unit in a two-family dwelling, unless such unit has been inspected and a certificate of compliance has been issued by the department of technical and planning services. The department of technical and planning services shall cause such inspection to be had, and such certificate of occupancy to be issued, if the unit meets the minimum requirements of all applicable state and city housing and building codes, within a reasonable time after application therefor and payment of any inspection fee. The certificate of

occupancy shall certify that the dwelling unit complies with all applicable provisions of such building and housing codes. In addition, the certificate shall certify that the unit is in compliance with all applicable provisions of the rental unit and that the unit is in compliance with all applicable provisions of the rental unit. The Owner is permitted to advertise the unit as long as the Owner has reported the vacancy and requested a re-occupancy inspection by the Rental Inspector.

(Code 1973, § 22-24)



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2017

AGENDA #

SUBJECT: Unpaid Miscellaneous Receivables Invoices and Delinquent Utility Bills

DEPARTMENT: Finance/Treasury

SUMMARY: At the council meeting of March 27, 2017, City Council received the list of unpaid charges for expenses incurred on private premises, prepared by the Deputy Finance Director and concurred by the Finance Director, and directed that Special Assessment Rolls be prepared.

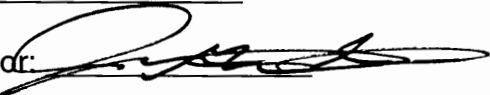
FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 8 (attached hereto) receiving Special Assessment Roll 660, 661, 662, and 663, and establishing April 19, 2017, as the date for the public hearing on the rolls of unpaid charges for expenses incurred on private premises.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: 



SPECIAL ASSESSMENT RESOLUTION 8

DISTRICT NO. 660, 661, 662, and 663

Meeting of the City Council held April 3, 2017, at 7:00 P.M.

The Assessor reported **Special Assessment Roll 660, 661, 662, and 663** to the City Council. Attached to said Special Assessment Rolls were the certificates of the City Assessor in form as required in Chapter XII of the City Charter.

The following Resolution was offered by
And supported by

BE IT RESOLVED, that **Special Assessment Roll 660, 661, 662, and 663** this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the **19th day of April, 2017 at 7:00 P.M.** Eastern Standard Time, for the purpose of reviewing the assessments contained in said Special Assessment Rolls.

BE IT FURTHER RESOLVED, that the City Clerk is hereby ordered to cause notice of said review and of the filing of said Special Assessment Rolls to be published once prior to said hearing in a newspaper circulating in said City of Oak Park, the publication to be at least one week before such hearing, and that said notice shall be in form as provided in Chapter XII of the City Charter.

City of Oak Park
SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for defraying the expense of **Unpaid Delinquent Utilities on private premises** in the City of Oak Park from **various locations**.

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted March 27, 2017 for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for **Unpaid Delinquent Utilities on private premises** that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: March 30, 2017



Laurie Pettinaro
WCA Assessing
City of Oak Park

Special Assessment District **660**

Date Confirmed 4-3-2017

Amount Assessed \$77,200.09 payable in one (1)
Installments(s)

I, T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of 4-3-2017.

T. Edwin Norris, City Clerk

State of Michigan)
)
City of Oak Park)

Date _____

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

T. Edwin Norris
City Clerk

City of Oak Park
SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for defraying the expense of Unpaid False Alarms on private premises in the City of Oak Park from **various locations.**

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted March 27, 2017 for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for **Unpaid False Alarms on private premises** that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: March 30, 2017

Laurie G. Pett

Laurie Pettinaro
WCA Assessing
City of Oak Park

Special Assessment District 661

Date Confirmed 4-3-2017

Amount Assessed \$1,650.00 payable in one (1) Installment(s)

I, T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of 4-3-2017.

T. Edwin Norris, City Clerk

State of Michigan)

Date _____

City of Oak Park)

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

T. Edwin Norris
City Clerk

City of Oak Park
SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for defraying the expense of **Unpaid Property Blight on private premises** in the City of Oak Park from **various locations**.

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted March 27, 2017 for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for **Unpaid Property Blight on private premises** that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: March 30, 2017



Laurie Pettinaro
WCA Assessing
City of Oak Park

Special Assessment District **662**

Date Confirmed 4-3-2017

Amount Assessed \$27,058.13 payable in one (1)
Installments(s)

I, T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of 4-3-2017.

T. Edwin Norris, City Clerk

State of Michigan)
)
City of Oak Park)

Date _____

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

T. Edwin Norris
City Clerk

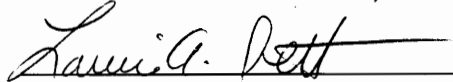
City of Oak Park
SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for defraying the expense of **Unpaid Sidewalk Replacement on private premises** in the City of Oak Park from **various locations.**

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted March 27, 2017 for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for **Unpaid Sidewalk Replacement on private premises** that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: March 30, 2017



Laurie Pettinaro
WCA Assessing
City of Oak Park

Special Assessment District **663**

Date Confirmed 4-3-2017

Amount Assessed \$29,897.44 payable in one (1)
Installments(s)

I, T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of 4-3-2017.

T. Edwin Norris, City Clerk

State of Michigan)
)
City of Oak Park)

Date _____

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

T. Edwin Norris
City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2017

AGENDA #

SUBJECT: Property Sale**DEPARTMENT:** Economic Development & Communications

SUMMARY: The Economic Development and Communications Department had previously come to city council to see if they would be willing to sell a portion of Lessenger Park to an adjacent manufacturer to do an expansion project. At that time, city council, was in favor of moving forward to sell the property. In order to do so the Master Plan needed to be amended, which is now complete. We are currently in the process of conducting the property survey and appraisal. The company owner, Richard Elias, from Michigan Dessert has presented a purchase agreement to the city for consideration. We recommend that city council approve the sale of the property with the terms stated.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the city manager to sign a purchase agreement for the sale of vacant land.

APPROVALS:

City Manager:

Directors:

EXHIBITS: purchase agreement

REAL PROPERTY PURCHASE AGREEMENT

Preamble

This Real Property Purchase Agreement (this "Agreement") is made by and between Michigan Dessert Associates, L.L.C., a Michigan limited liability company (the "Purchaser"), whose address is 10750 Capital Avenue, Oak Park, Michigan 48237; and the City of Oak Park, Michigan, a body corporate under the Michigan Home Rule City Act of 1909, Public Act 279 (the "Seller"), whose address is 14000 Oak Park Blvd, Oak Park, Michigan 48237; on or as of the date of the last signature of the Purchaser and Seller on the Signature Page to this Agreement (the "Signing Date"). The Purchaser and Seller are collectively referred to as the "Parties", and each is a "Party".

Introduction

Seller is the fee simple owner of the "Property", as this term is defined in Section 2 below. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, in accordance with and subject to the terms and conditions of this Agreement. The sale and purchase of the Property in accordance with the terms and conditions of this Agreement is referred to as the "Transaction".

Therefore, Seller and Purchaser agree as follows:

Agreement

1. Agreement of Purchase and Sale

1.1 Purchase Price. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, in accordance with and subject to the terms and conditions of this Agreement. The total purchase price for the Property shall be the greater of fifty thousand dollars (US\$50,000.00) or the "Appraised Value" as determined under Section 5.2 hereof, but subject in each case to any adjustments expressly provided for in this Agreement (as so adjusted, the "Purchase Price").

1.2 Payment of Purchase Price. At "Closing", as this term is defined in Section 6.2 of this Agreement, upon conveyance of title to the Property in the manner required in this Agreement, Purchaser will pay the Purchase Price to Seller in immediately available funds in currency of the United States, by wire transfer to the Title Company. Seller will provide Purchaser and the Title Company with wire transfer instructions prior to Closing. Seller and Purchaser authorize and direct the Title Company to disburse the Purchase Price at Closing in accordance with each Closing Statement.

2. Description of Property. The "Property" is described as, and includes:

- (a) Land situated in the City of Oak Park, County of Oakland and State of Michigan commonly known as Vacant Lot (the "Land"), as more specifically described in Exhibit A attached to this Agreement; provided, Seller and Purchaser acknowledge that the description set forth in Exhibit A as of the Signing Date is merely descriptive (and not a legal description). The description set forth in Exhibit A as of the Signing Date is referred to as the "Pending Description". Seller and Purchaser agree to cause the Pending Description to be replaced by the legal description of the Land as determined from the Survey (the "Legal Description"); provided, the Legal Description shall be subject to the mutual approval of Seller and Purchaser (as so approved, the "Approved Legal Description"). The Approved Legal Description will be used for purposes of the Deed.
- (b) All rights, title and interests of the Seller, if any, in and to all easements or right-of-ways abutting or adjoining the Land, all air, mineral and riparian rights, and all tenements, hereditaments, retention ponds, utilities, privileges and appurtenances belonging or in any way appertaining to or benefiting the Land (collectively the "Appurtenances").

- (c) All claims, causes of action or proceeds of or within respect to the foregoing.

3. Title to Property

3.1 Title Commitment. Within five (5) days after the Signing Date, Seller shall order evidence of title in the form of a commitment (the "Commitment") from First American Title Insurance Company (the "Title Company"), located at 100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan 48304, to issue an American Land Title Association ("ALTA") owner's policy of title insurance (the "Title Policy"). Seller shall cause the Commitment to be delivered directly from the Title Company to Purchaser as soon as reasonably practical, but no later than fourteen (14) days after the date ordered. The Commitment shall show the condition of title to the Property, and commit to insure Purchaser's title in the Property as owner in an amount equal to the Purchase Price (before adjustment under Section 4 below). The Commitment shall include the following endorsements and such other endorsements as Purchaser shall determine (the "Endorsements"):

ALTA Endorsement 3-06	Zoning – Unimproved Land
ALTA Endorsement 9.1-06	Covenants, Conditions and Restrictions – Unimproved Land
ALTA Endorsement 18-06	Single Tax Parcel
ALTA Endorsement 25-06	Same as Survey (Pending Purchaser's Completion of Survey)
Deletion of Mandatory Arbitration	

3.2 Survey. Within five (5) days after the Signing Date, Seller shall order a metes and bounds survey of the Land dated after the Signing Date, from a licensed surveyor reasonably selected by Seller (the "Surveyor"), which shall meet the "Survey Standards" as hereinafter defined (the "Survey"). Seller shall cause the Survey to be delivered directly from the Surveyor to Purchaser as soon as reasonably practical, but no later than thirty (30) days after the date ordered. The cost of the Survey shall be paid by Purchaser. The term "Survey Standards" means and refers to all of the following:

- (a) The Survey meets the current Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.
- (b) The Survey is sufficient for the removal of the standard exception for matters of survey from the Title Policy.
- (c) The Survey is certified to Purchaser and the Title Company.
- (d) The Survey shows and identifies all improvements on the Land, if any, including, without limitation, all completed buildings and structures, fences, sidewalks, driveways, parking areas, monument signs, and curb cuts.
- (e) The Survey shows and identifies all easements, rights of way, and utilities.
- (f) The Survey sets forth the Legal Description of the Land based on the Pending Description.

3.3 Objections to Title. Purchaser shall have fourteen (14) days from the date it receives all of the Survey, Commitment and legible copies of all documents identified in the Commitment as exceptions to or encumbrances on title (collectively referred to with the Survey and Commitment as the "Title Documents") (the "Title Review Period") to object in writing to the condition of title to the Property (the "Title Objection") by written notice to Seller from Purchaser or Purchaser's attorney (a "Title Objection Notice"). If Purchaser or Purchaser's attorney fails to deliver a Title Objection Notice to Seller within the Title Review Period, then Purchaser shall be deemed to have approved and waived any objection to the condition of title to the Property if based on the Title Documents; provided, Purchaser shall automatically be deemed to have given Title Objections to all Curable Financial Liens, as this term is defined in Section 3.4 below, and to all so called "standard exceptions" in Schedule B-II or B-2 to the Commitment, without

regard to whether or not Purchaser sets forth these Title Objections in a Title Objection Notice, and Purchaser will preserve and have the right at all times to exercise and give further Title Objections based on changes in the condition of title to the Property and/or matters affecting title not disclosed in the Title Documents (collectively the "Reserved Title Objections"). All Title Objections approved or deemed approved by Purchaser pursuant to this Section 3.3 are collectively referred to as the "Permitted Title Exceptions".

3.4 Cure By Seller. If Purchaser delivers a timely Title Objection Notice, then Seller shall have ten (10) days after receipt of the Title Objection Notice (the "Title Response Period") to notify Purchaser in writing (the "Response to Title Objections") if Seller at its expense shall seek to remove, correct, cure or otherwise resolve the Title Objections to the satisfaction of Purchaser (the "Title Cure"). If Seller fails to give a timely Response to Title Objections, then Seller will be deemed to have agreed to cause the Title Cure to be completed at or before Closing. If Seller gives a timely Response to Title Objections and, in its Response to Title Objections, refuses to effect the Title Cure at or before Closing, Purchaser will have the right by written notice to Seller no later than five (5) days after receipt of Seller's Response to Title Objections to either (i) terminate this Agreement, in which case the Parties will have no further rights or obligations under this Agreement other than those obligations which, under this Agreement, are expressly stated to survive the termination of this Agreement, or (ii) accept the condition of title to the Property subject to its Title Objections; provided, Purchaser will reserve the right to continue to object to title based on the Reserved Title Objections and Seller will remain obligated to remove at or before Closing all Title Objections consisting of liens, lis pendens, construction liens or mortgages securing the payment of money owing all of which can be cured or released by the payment by Seller of a fixed and ascertainable sum of money (collectively, "Curable Financial Liens"). All Curable Financial Liens will be deemed to be continuing Title Objections (and will not be Permitted Title Exceptions), even if no Title Objection Notice is given by Purchaser. If the Transaction is consummated notwithstanding the failure of Seller to remove any Title Objections, then (except for the Curable Financial Liens) Purchaser shall be deemed to have elected to waive the Title Objections not removed or satisfied by Seller. A waived Title Objection will be considered a Permitted Title Exception. Seller will not be deemed to have cured or satisfied Purchaser's Title Objections if the Title Company commits to (and causes its underwriter to issue the Policy providing coverage to) insure over the Title Objections, unless expressly agreed in writing to the contrary by Purchaser.

3.5 Issuance of Title Policy. At Closing, Seller shall instruct the Title Company to issue a "marked-up" Commitment or "proforma" Title Policy dated as of the Closing Date but down-dated to the date of recording the Deed (in either such case, referred to as the "Proforma"). At Closing, Seller shall order and pay the premium for the Title Policy, including all Endorsements, and shall cause the Title Company to issue the Title Policy to Purchaser in conformance with the Proforma as soon as reasonably practicable after Closing. Seller shall cause the Title Policy to be issued without standard exceptions.

4. Closing Adjustments and Prorations

4.1 Tax Prorations. Seller shall pay in full on or before the Closing Date any and all real property taxes and assessments which are past due and/or which have been assessed against the Property (including without limitation future installments of special assessments which have been assessed against the Property but which are not yet due and payable). All current real and personal taxes which are applicable to the Property shall be prorated between the Seller and Purchaser as of the Closing Date on a due date basis using a 365-day year.

4.2 Lawn Care. Seller will cause all outstanding charges for grass cutting and lawn and landscaping maintenance, through and including the Closing Date, to be paid in full on or before the Closing Date.

5. Conditions Precedent to Purchaser's Obligation to Consummate Transaction. Consummation of the Transaction by Purchaser shall be contingent upon the satisfaction of all of the following conditions (the "Closing Conditions"), each of which may be (but shall not be required to be) waived in writing by Purchaser within its sole and absolute discretion:

5.1 Zoning. Seller shall have caused (and Seller agrees to exercise its best efforts to seek to cause) the Land to be zoned as LI (Light Industrial).

5.2 Appraisal. Seller shall have caused (and Seller agrees to exercise its best efforts to seek to cause) the Land to be appraised for its fair market value (the "Appraised Value") by an MAI designated appraiser who is mutually selected or approved by Seller and Purchaser. The written report of the Appraised Value (the "Appraisal") will take into account that the Land does not have ingress and egress to the public right of way. Purchaser agrees to pay the cost of the Appraisal, not to exceed \$1,500.

5.3 Legal Description. Purchaser shall be satisfied with the Legal Description determined from the Survey, which Legal Description shall also be satisfactory to Seller; i.e., there shall be an Approved Legal Description.

5.4 Separate Tax Parcel. Seller shall have caused (and Seller agrees to exercise its best efforts to seek to cause) the Land as described by the Approved Legal Description to have been split off (in a lot split or other procedure required by the City of Oak Park) with a separate tax parcel identification number.

6. Closing

6.1 Exclusive Possession. Seller shall deliver exclusive possession of the Property to Purchaser on the Closing Date. On or before the Closing Date, Seller shall vacate the Property; remove all of Seller's personal property and belongings from the Property other than the Included Personal Property; and surrender exclusive possession of the Property to Purchaser in broom clean condition.

6.2 Closing. The consummation of the sale and purchase of the Property in accordance with this Agreement (the "Closing") shall occur within ten (10) days after the expiration of the later of the Title Review Period or (if applicable) the Title Response Period, and the satisfaction by Seller of all terms and conditions to be satisfied under this Agreement including, without limitation, the Closing Conditions (the "Closing Period"), as applicable; provided, if the Parties are unable to agree on the specific time and date of the Closing, the Closing shall occur at 9:30 AM (Detroit, Michigan Time), on the last Business Day of the Closing Period. The date on which the Closing occurs is referred to as the "Closing Date". To consummate the Closing is to "Close". The Purchaser, within its discretion, shall have the right to waive the expiration of the Inspection Period to advance the Closing Date within Purchaser's discretion; in such case, the Closing shall occur within five (5) days after the Purchaser notifies the Seller in writing of such waiver so long as the Closing occurs within the Closing Period set forth above. The Closing shall occur at the offices of the Title Company; provided, If the Parties mutually agree to consummate the Transaction electronically, without a physical (i.e., table) Closing, each document, agreement, certificate, assignment and instrument required for Closing (a "Closing Document") shall be duly executed by the Parties and delivered in advance of the Closing to the Title Company in which case the Parties shall instruct the Title Company to confirm receipt of the Closing Documents to the Parties, as and when received, and to thereupon or thereafter hold, record and/or distribute copies or originals, as applicable, of the Closing Documents pursuant to the Closing. Notwithstanding the foregoing, if the Closing has not occurred on or before May 31, 2017, both Seller and Purchaser shall have the option to terminate this Agreement by written notice to the other, in which case the Parties will have no further rights or obligations under this Agreement other than those obligations which, under this Agreement, are expressly stated to survive the termination of this Agreement; provided, no Party shall have the right to exercise this termination right if that Party is in breach or default of or under this Agreement.

7. Closing Deliveries

7.1 Seller

7.1.1 Deed. At Closing, Seller will convey good and marketable title to the Property to Purchaser by a warranty deed (the "Deed") in the form attached to this Agreement as Exhibit B.

7.1.2 Real Property Transfer Tax Valuation Affidavit. At Closing, Seller will execute and deliver Michigan Department of Treasury Form L-4528 (Real Property Transfer Tax Valuation Affidavit); the Deed will not disclose the Purchase Price and will reference the Real Property Transfer Tax Valuation Affidavit.

7.1.3 Owner's Affidavit. At Closing, Seller shall deliver to the Title Company an Owner's Affidavit and such other documents reasonably required by the Title Company to delete its "standard exceptions" and issue the Title Policy in the condition required under this Agreement.

7.1.4 Schedule B-I Requirements. At Closing, Seller shall deliver to the Title Company such evidence of authority and other supporting documentation necessary to satisfy those Schedule B-I or B-1 Requirements of the Title Commitment which are within the control of Seller.

7.1.5 Non-Foreign Person Affidavit. At Closing, Seller shall furnish Purchaser and the Title Company with an affidavit attesting that Seller is not a "foreign person" within the meaning of IRC Section 1445(f)(3), as amended.

7.1.6 Bill of Sale. At Closing, Seller shall execute and deliver to Purchaser a Bill of Sale in the form of Exhibit C to this Agreement.

7.1.7 Closing Statement. At Closing, Seller shall execute and deliver a statement showing all adjustments and disbursements of the Purchase Price (the "Seller Closing Statement").

7.1.8 Other Documents. At Closing, Seller shall execute and deliver such other documents as may be reasonably required in order to consummate the Transaction in accordance with this Agreement.

7.2 Purchaser

7.2.1 Closing Statement. At Closing, Purchaser shall execute and deliver a statement showing all adjustments and disbursements of the Purchase Price (the "Purchaser Closing Statement"). The Seller Closing Statement and Purchaser Closing Statement are each referred to as a "Closing Statement".

7.2.2 Other Documents. At Closing, Purchaser shall execute and deliver such other documents as may be reasonably required in order to consummate the Transaction in accordance with this Agreement.

8. Closing Costs

8.1 Seller. Seller shall pay all of the following costs of or relating to Closing:

- (a) Because Seller is a municipality of the State of Michigan, it is anticipated that the conveyance of the Property from Seller to Purchaser will be exempt from state and county real property transfer taxes under MCL 207.526(h)(i) and MCL 207.505(h)(i)), respectively; provided, if, for any reason, there is a state and/or county real property transfer tax due and payable on account of the conveyance of the Property from Seller to Purchaser, each such transfer tax will be paid by Seller.
- (b) All premiums for the cost of the Title Policy and Endorsements.
- (c) One-half (1/2) of all document preparation charges, escrow fees and other closing costs of the Title Company including, without limitation the cost of recording the Deed.

- (d) Seller's own legal and accounting fees incurred in connection with this Agreement, the Transaction and the Closing.

8.2 Purchaser. Purchaser shall pay all of the following costs of or relating to Closing:

- (a) The cost of the Survey.
- (b) The cost of the Appraisal, not to exceed \$1,500.
- (c) One-half (1/2) of all document preparation charges, escrow fees and other closing costs of the Title Company including, without limitation the cost of recording the Deed.
- (d) Purchaser's own legal and accounting fees incurred in connection with this Agreement, the Transaction and the Closing.

9. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that the following is true and accurate as of the Signing Date (and will be true and accurate as of the Closing):

9.1 Seller has the power and authority to enter into and deliver this Agreement, convey the Property, and otherwise perform Seller's obligations under this Agreement.

9.2 This Agreement is a valid and binding obligation of the Seller, enforceable against the Seller in accordance with the terms and conditions hereof.

9.3 Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "IRC").

9.4 Seller has fee simple marketable title in and to the Property.

9.5 The execution, delivery and performance of this Agreement by the Seller and the consummation of the Transaction by the Seller will not violate, cause a default under or otherwise conflict with (i) any agreement to which the Seller is a party or bound, other than agreements that are terminable at or before Closing, or (ii) any statute, law or regulation, or any judgment to which Seller is a party or by which it is bound.

9.6 The Property is not in violation of any applicable federal, state or local laws, ordinances or regulations, including, without limitation, applicable health, safety and building codes.

9.7 The Property is not subject to any condemnation or eminent domain proceeding (or proceedings or agreements in lieu thereof).

9.8 There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative body, or governmental department, commission, board, agency, bureau or instrumentality of any kind pending or, to the best of Seller's knowledge, threatened against or affecting Seller or the Property that (i) involve the validity or enforceability of this Agreement or any other Closing Documents to be delivered by Seller pursuant hereto, or (ii) relate to the Property or the title thereto.

9.9 No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Seller of this Agreement.

9.10 The Property is not subject to any purchase contract, option to purchase or right of first refusal or offer, other than pursuant to this Agreement.

9.11 There are no written or oral leases permitting any Person to occupy or use the Property ("Leases"). There are no claimed leasing commissions, and no leasing commissions payable, on account of any Lease. Seller does not hold or possess any prepaid and unapplied rents or security deposits on account of any Leases, and there are no outstanding Claims for any such rents or security deposits.

9.12 Seller has not received from any Person (including any federal, state or municipal governmental agency), any request for information, notices of claim, demand letters or other notification concerning "Hazardous Substances", as defined below, or that Seller is or may be potentially responsible or liable for the removal and/or cleanup of any Hazardous Substance from the Property; Seller has never used, processed, released, discharged, generated, stored or disposed of any Hazardous Substance on, under or about the Property in violation of applicable law; there is no underground storage tank located at the Premises nor has any underground storage tank been removed from the Property); and to Seller's knowledge, no Hazardous Substance has been used, processed, released, discharged, generated, stored or disposed of on, in or under the Property by any other person or entity in violation of applicable law. As used in this Agreement, the term "Hazardous Substance" shall mean and include all materials and substances and constituents thereof, whether the same are in, on, or about the air, water, or ground, whether above or below ground level, whether in liquid, gas, or solid form, which are nuisances, harmful to health, harmful to the environment, hazardous or toxic or otherwise regulated under any applicable environmental laws, including, without limitation, polychlorinated biphenyls, asbestos, lead, cyanide, mercury, barium, formaldehyde, radon, petroleum products and by-products, flammables and explosives.

9.13 There are no service, maintenance, management or other contracts (including, without limitation any union or collective bargaining agreements) applicable to the Property that will bind Purchaser after the Closing; and, any such contracts shall be terminable at will by Purchaser as of Closing without payment by Purchaser of any termination fee or penalty.

10. Condition of Property. *Except for the express representations and warranties set forth in this Agreement, Seller makes no representation or warranty, whether express or implied, with respect to the condition of the Property, and Purchaser accepts the Property at Closing in as-is condition.*

11. Brokers

11.1 Seller represents and warrants to Purchaser that Seller has not engaged or otherwise dealt with any real estate agent, finder, broker or similar person or entity in connection with the Property, and no fee or commission will be due or payable to any Person on account of the Transaction (collectively, "Broker Fees") by reason of any such engagement or dealings by Seller. Seller shall indemnify, defend, and hold harmless the Purchaser from and against any and all claims by, or costs, damages or liabilities to, any broker engaged by or otherwise dealing with Seller in breach of Seller's preceding representation, warranty and covenant, if asserted against or incurred by Purchaser; this obligation of indemnification shall survive the termination of this Agreement and the Closing.

11.2 Purchaser represents and warrants to Seller that Purchaser has not engaged or otherwise dealt with any real estate agent, finder, broker or similar person or entity in connection with the Property, and no Broker Fees will be due or payable to any Person on account of the sale of the Property to Purchaser under this Agreement by reason of any such engagement or dealings by Purchaser. Purchaser shall indemnify, defend, and hold harmless the Seller from and against any and all claims by, or costs, damages or liabilities to, any broker engaged by or otherwise dealing with Purchaser in breach of Purchaser's preceding representation and warranty, if asserted against or incurred by Seller; this obligation of indemnification shall survive the termination of this Agreement and the Closing.

12. Power and Authority. Each Party represents and warrants to the other Party that each Person signing this Agreement in that Person's representative capacity on behalf of such Party to this Agreement has the power and authority to sign, execute, deliver and perform this Agreement on behalf of, and to bind, the Party for whom such Person is a representative.

13. Condemnation. In the event that, before Closing, Seller shall have knowledge of the threat or commencement of any condemnation or eminent domain proceeding (or proceedings or agreements in lieu thereof) with respect to all or any part of the Property (a "Condemnation"), Seller shall promptly notify Purchaser. During the fourteen (14) day period after Purchaser's receipt of such notice from Seller, Purchaser shall have the option, exercisable by written notice given to Seller, to either:

- (a) Accept title to the Property subject to the Condemnation, in which event, (i) Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in such Condemnation and any and all awards relating thereto, and Seller shall remit to Purchaser all such awards whether received before or after Closing, (ii) the Parties will proceed to Closing, and (iii) there will be no adjustment to the Purchase Price on account of the Condemnation; or
- (b) Terminate this Agreement, in which case neither Party shall have any further claims, rights or obligations under or pursuant to this Agreement other than those obligations expressly provided to survive termination of this Agreement; provided, if Purchaser fails to give notice of its election under Section 13(a) or 13(b) within the foregoing fourteen (14) day period, then Purchaser will be deemed to have elected under this Section 13(b).

14. Casualty. In the event that prior to the Closing the Property is damaged or destroyed by fire or other casualty (a "Casualty"), Seller shall promptly notify Purchaser. During the fourteen (14) day period after Purchaser's receipt of such notice from Seller, Purchaser shall have the option, exercisable by written notice given to Seller, to either:

- (a) Accept the Property in its damaged condition subject to the Casualty, in which event, (i) Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in all proceeds of insurance and other claims on account of the Casualty, and Seller shall remit to Purchaser all such proceeds whether received before or after Closing, (ii) the Parties will proceed to Closing, and (iii) there will be no adjustment to the Purchase Price on account of the Casualty; or
- (b) Terminate this Agreement, in which case neither Party shall have any further claims, rights or obligations under or pursuant to this Agreement other than those obligations expressly provided to survive termination of this Agreement; provided, if Purchaser fails to give notice of its election under Section 14(a) or 14(b) within the foregoing fourteen (14) day period, then Purchaser will be deemed to have elected under this Section 14(b).

15. General Terms and Conditions

15.1 Schedules and Exhibits. All schedules and exhibits to this Agreement which are referred to herein constitute an integral part of this Agreement and are hereby incorporated within this Agreement by reference.

15.2 Notices. Any notice or other communication required or permitted hereunder shall be in writing and deemed effective upon the first to occur of receipt or the refusal of the addressee or the addressee's employees or agents to accept receipt. Notice given by legal counsel to a Party shall be deemed notice given by that Party.

15.3 Waiver. Except to the extent expressly and specifically provided to the contrary in this Agreement, no delay or failure on the part of any Party in exercising any rights under this Agreement shall impair any such right or be construed as a waiver of any default. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

15.4 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns; provided, Seller shall not assign this

Agreement without the written consent of the Purchaser. Purchaser may assign this Agreement without the consent of Seller to a limited liability company formed or to be formed by Purchaser; provided, (i) Purchaser shall give written notice thereof to Seller, and (ii) the original named Purchaser herein will not be released from its primary liability for the performance of this Agreement by the Purchaser.

15.5 No Third Party Beneficiary. Neither any creditor of the Parties or any other Person who is not a Party will have the right to enforce this Agreement against the Parties.

15.6 Entire Agreement. This Agreement and the exhibits and schedules attached to this Agreement constitute the entire agreement between and among the Parties in connection with the subject matter of this Agreement, and supersede any and all other agreements, either oral or written, between and among the Parties with respect to the subject matter of this Agreement. Without limitation on the generality of the foregoing, this Agreement supersedes all oral or written inducements, representations or promises made by any of the Parties prior to the Signing Date, and the Parties acknowledge and agree that they have not relied on any such inducements, representations or promises.

15.7 Amendment. This Agreement may not be modified or amended orally or by contrary course of conduct or usage of trade, and may only be modified or amended in writing signed by all of the Parties to this Agreement.

15.8 Signatures

15.8.1 Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

15.8.2 Electronic Copies. Each facsimile, electronic image file, or other electronic version of this signed Agreement will be effective as if an original.

15.9 Construction

15.9.1 Days, Weeks, Months and Years. Except as otherwise provided in Section 15.9.2 or elsewhere in this Agreement, each references to a day, week, month or year shall refer to a calendar day, week, month or year, as applicable.

15.9.2 Time for Performance. Whenever this Agreement requires performance or notice within a specified period of days, that period shall (i) not include the day from which the period commences, (ii) include the day upon which the period expires, (iii) expire at 5:00 p.m. local time (Detroit, Michigan) on the day upon which the period expires, and (iv) unless otherwise specified in this Agreement, be construed to mean calendar days (therefore, if the final day of the period falls on a Saturday, Sunday or legal holiday in Detroit, Michigan, the period shall not be extended to the first business day thereafter).

15.9.3 Nouns and Pronouns. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

15.9.4 Descriptive Headings. The headings to the sections and subsections of this Agreement are inserted for reference only and are not to be either taken as limiting or extending the provisions of this Agreement, or given any effect on the construction or interpretation of this Agreement.

15.9.5 Construction. Each Party to this Agreement participated in the drafting, preparation and negotiation of this Agreement. Therefore, no one Party to this Agreement is or shall be considered to be the drafter of this Agreement, and any rule of construction which favors or gives the benefit of any doubt, uncertainty or ambiguity over the interpretation of this Agreement to one Party over

the other shall not be applicable, even if one Party caused this Agreement to be physically reduced to writing.

15.9.6 Include or Including. Whenever the words "include", "includes" and "including" are used in this Agreement, such words shall be deemed to be followed by the words "without limitation".

15.9.7 Dollars. All references to \$, dollars or Dollars shall refer to legal tender and currency of the United States.

15.9.8 Business Days. All references to business days or Business Days shall refer to any calendar day other than a Saturday, Sunday or legal holiday in the State of Michigan on which commercial banks are open for the transaction of a substantial part of their retail commercial banking business.

15.9.9 Person or person. The term "Person" is defined as any individual, trust, corporation, limited liability company, partnership, sole proprietorship, joint venture, business division, business trust, estate, unincorporated association, or other entity, whether or not a legal entity, or any government or representative, department, authority or agency of or exercising the authority of government, as applicable.

15.9.10 References to Agreements. Unless the context otherwise requires or unless otherwise expressly provided herein, all references in this Agreement to a particular agreement, instrument or document (including, but not limited to, references to promissory notes, loan agreements, guaranties, mortgages and security documents) are deemed to also refer to and include all binding amendments or modifications of any such agreement, instrument or document.

15.9.11 Applicable Laws. Unless otherwise expressly provided in this Agreement to the contrary, all references in this Agreement to any "Law" or "law" shall mean that Law or law as now in effect or as the same may be amended, modified, supplemented or replaced from time to time.

15.10 Choice of Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the applicable laws of the State of Michigan, notwithstanding the choice of law or conflicts of law provisions of the State of Michigan or any other jurisdiction.

15.11 Resolution of Disputes

15.11.1 Venue. If there shall occur any dispute, controversy or claim between or among the Parties regarding the interpretation or enforcement of this Agreement (in each case, a "Dispute"), the Dispute shall be exclusively resolved in, and each Party irrevocably submits and agrees to the exclusive jurisdiction of, the courts of Oakland County, Michigan. Each Party expressly waives all objections it now has or may have to venue, whether based on inconvenience, lack of personal contacts or any other reason, and further waives any immunity which it now has or may have to the jurisdiction of the courts specified above.

15.11.2 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES ALL PRESENT OR FUTURE RIGHTS TO A JURY TRIAL ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EVEN IF SUCH RIGHTS ARE PROTECTED BY APPLICABLE LAW.

15.12 Cooperation. The Parties agree to cooperate with each other in all reasonable respects to consummate the transactions contemplated by this Agreement

15.13 Time for Performance. Time is of the essence in the performance of the terms and conditions of this Agreement.

15.14 Preamble and Introduction. The Preamble and Introduction Paragraphs set forth on Page 1 of this Agreement are incorporated within and made a part of this Section 15.14 by reference.

15.15 No Agency, Partnership or Joint Venture. No Party is the agent, partner or joint venture partner of the other. No Party shall have the right to bind the other.

16. Default and Remedies

16.1 Seller Default. If Seller is in breach, violation or default of its covenants or obligations under this Agreement and such breach, violation or default continues without cure for ten (10) days after written notice from Purchaser, or if any of Seller's representations and/or warranties set forth in this Agreement shall be untrue, then Purchaser shall have the right to exercise any one of the following remedies by written notice to Seller, as determined in Purchaser's sole discretion:

- (1) to specifically enforce this Agreement against Seller, without posting a bond, letter of credit or other security, and without proving immediate or irreparable harm; provided, the prevailing Party shall be entitled to its legal fees in such action; or
- (2) to terminate this Agreement, in which case no Party shall have any further claims, rights or obligations under or pursuant to this Agreement, except for those obligations which expressly survive the termination of this Agreement.

16.2 Purchaser Default. If Purchaser is in breach, violation or default of its covenants or obligations under this Agreement, and such breach, violation or default continues without cure for ten (10) days after written notice from Seller, then Seller shall have the right to terminate this Agreement by written notice to Purchaser; in such case, no Party shall have any further claims, rights or obligations under or pursuant to this Agreement, except for those obligations which expressly survive the termination of this Agreement.

SIGNATURES ON FOLLOWING PAGE
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SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AGREEMENT

In the presence of the witnesses whose signatures appear below, each Party to this Agreement has caused this Agreement to be duly executed as of the date set forth below such Party's signature below, effective as of the Signing Date:

WITNESS

Dated _____, 2017

WITNESS

Dated _____, 2017

PURCHASER

Michigan Dessert Associates, L.L.C.,
a Michigan limited liability company

By

Richard Elias, Its: Authorized Member

SELLER

City of Oak Park, Michigan,
a body corporate

By

Signature

Print Name

Print Title

LIST OF EXHIBITS

Exhibit A	Legal Description of Land
Exhibit B	Form of Warranty Deed

EXHIBIT A

Description of Land

Land situated in the City of Oak Park, County of Oakland, State of Michigan, having the following borders:

1. To the north, the northern end of the lot line of 10750 Capital Street, 125 feet to the west along the northerly property line of 10750 Capital Street.
2. To the east, the western border of the lot line of 10750 Capital Street, 340 feet to the south from the northerly property line of 10750 Capital Street.
3. To the south, the northern border of the lot line of 10800 Capital Street, 100 feet to the west along the northerly property line of 10800 Capital Street.
4. To the west, 25 feet west of the eastern lot line of 10850 Capital Street, and 125 feet to the west of lot line of 10750 Capital Street.

EXHIBIT B

Warranty Deed

The City of Oak Park, Michigan, a body corporate under the Michigan Home Rule City Act of 1909, Public Act 279 (the "Seller"), whose address is 14000 Oak Park Blvd, Oak Park, Michigan 48237 (the "Grantor"), bargains, grants, conveys and warrants to Michigan Dessert Associates, L.L.C., a Michigan limited liability company (the "Grantee"), whose address is 10750 Capital Avenue, Oak Park, Michigan 48237, for the sum of ten dollars (\$10.00) (see Real Estate Transfer Tax Valuation Affidavit)) and other good and valuable consideration, the following described property:

Land situated in the City of Oak Park, County of Oakland, State of Michigan, described as follows:

[INSERT APPROVED LEGAL DESCRIPTION]

Together with all easements or right-of-ways abutting or adjoining the Land, all air, mineral and riparian rights, and all tenements, hereditaments, common retention ponds, utilities, privileges and appurtenances belonging or in any way appertaining thereto, and all buildings, structures, parking areas, improvements, landscaping, and fixtures situated thereupon; subject, however, to all building and use restrictions, covenants, easements, rights of way and encumbrances of record.

Grantor grants the right to make all [] divisions available to Grantor with respect to the property; provided, no warranty is made by Grantor of or with respect to the number of divisions that are or will be available to the Grantee.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor has executed this Warranty Deed on _____, 2017.

GRANTOR:

City of Oak Park, Michigan,
a body corporate

By

Signature

Print Name

Print Title

Nathan Upfal, Attorney at Law
Nathan Upfal, P.C.
121 West Long Lake Road, Suite 200
Bloomfield Hills, Michigan 48304-2719