

1. Agenda

Documents: [CITY COMMISSION REGULAR MEETING AGENDA FEBRUARY 8, 2016.PDF](#)

2. Claims - February 2, 2016

Documents: [CLAIMS - FEBRUARY 2, 2016.PDF](#)

3. Claims - February 5, 2016

Documents: [CLAIMS - FEBRUARY 5, 2016.PDF](#)

4. Approval Of Purchase Order

Documents: [APPROVAL OF PURCHASE ORDER.PDF](#)

5. Approval Of Assessing Review §17 Ordinance Amendments

Documents: [APPROVAL OF ASSESSING REVIEW 17 ORDINANCE AMENDMENTS.PDF](#)

6. Grant Of Easements For Public Water Main, Sanitary Sewer And Storm Water Detention Facilities

Documents: [GRANT OF EASEMENTS FOR PUBLIC WATER MAIN, SANITARY SEWER AND STORM WATER DETENTION FACILITIES.PDF](#)

7. Public Hearing Of Assessment Special Assessment Paving Of North Lafayette Avenue

Documents: [PUBLIC HEARING OF ASSESSMENT SPECIAL ASSESSMENT PAVING OF NORTH LAFAYETTE AVENUE.PDF](#)

8. Public Hearing Of Assessment Special Assessment Paving Of Orchard Grove Drive

Documents: [PUBLIC HEARING OF ASSESSMENT SPECIAL ASSESSMENT PAVING OF ORCHARD GROVE DRIVE.PDF](#)

9. Michigan World War II Legacy Memorial Request

Documents: [MICHIGAN WORLD WAR II LEGACY MEMORIAL REQUEST.PDF](#)

10. Special Assessment Standard Resolution 2 South Main Street Streetscapes

Documents: [SPECIAL ASSESSMENT STANDARD RESOLUTION 2 SOUTH MAIN STREET STREETSCAPES.PDF](#)

11. Downtown Development Authority Recommendation Regarding Sidewalk Cafes

Documents: [DOWNTOWN DEVELOPMENT AUTHORITY RECOMMENDATION REGARDING SIDEWALK CAFES.PDF](#)

12. Approval Of Agreement Transferring Road Jurisdiction

Documents: [APPROVAL OF AGREEMENT TRANSFERRING ROAD JURISDICTION.PDF](#)

13. Approval Of First Amendment To 2015-2016 Winter Maintenance Agreement

Documents: [APPROVAL OF FIRST AMENDMENT TO 2015-2016 WINTER MAINTENANCE AGREEMENT.PDF](#)

14. Approval Of Second Amendment To Fiscal Year 2015-2016 Budgets

Documents: [APPROVAL OF SECOND AMENDMENT TO FISCAL YEAR 2015-2016 BUDGETS.PDF](#)

15. Key Employee Incentive Plan Approval

Documents: [KEY EMPLOYEE INCENTIVE PLAN APPROVAL.PDF](#)

16. Request To Schedule City Commission Special Meeting

Documents: [REQUEST TO SCHEDULE CITY COMMISSION SPECIAL MEETING.PDF](#)

17. Announcements

Documents: [ANNOUNCEMENTS.PDF](#)

18. January 2016 Investment Report

Documents: [JANUARY 2016 INVESTMENT REPORT.PDF](#)



**Agenda**  
**Royal Oak City Commission Meeting**  
**February 8, 2016**  
**6:30 p.m. Closed Meeting – Attorney-Client Privileged**  
**7:30 p.m. Regular Meeting**

*As a reminder, if you have not already done so, please turn your cellular phones off or to a silent or vibrate mode for the duration of the meeting. This will allow the meeting to proceed without distractions or interruptions. Thank you for your cooperation.*

1. Call to Order
2. Invocation Commissioner DuBuc
3. Pledge of Allegiance
4. Public Comment
5. Approval of the Agenda
6. Consent Agenda
  - a. Claims February 2, and February 5, 2016
  - b. Approval of Purchase Order
  - c. Approval of Assessing Review §17 Ordinance Amendments, Second Reading
  - d. Grant of Easements for Public Water Main, Sanitary Sewer and Storm Water Detention Facilities at Kroger Development Site
7. Public Hearing of Assessment Special Assessment Paving of North Lafayette Avenue
8. Public Hearing of Assessment Special Assessment Paving of Orchard Grove Drive
9. Michigan World War II Legacy Memorial Request
10. Special Assessment Standard Resolution 2 South Main Street Streetscapes
11. Downtown Development Authority Recommendation Regarding Sidewalk Cafes
12. Approval of Agreement Transferring Road Jurisdiction
13. Approval of First Amendment to 2015-2016 Winter Maintenance Agreement
14. Approval of Second Amendment to Fiscal Year 2015-2016 Budgets
15. Key Employee Incentive Plan Approval
16. Request to Schedule City Commission Special Meeting

Non-Action Items

Announcements

January 2016 Investment Report

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
11263	123.NET		
	252664	MARKET/AD	167.41
TOTAL FOR: 123.NET			167.41
00001	44TH DISTRICT COURT		
	PLC 4291	PARKING CITATION REIMB	10.00
TOTAL FOR: 44TH DISTRICT COURT			10.00
00009	A & L SYSTEMS INC		
	SI1-149301	LED TRAFFIC DIRECTOR	749.90
	SI1-149336	LED WARNING LIGHT	63.98
	SI1-149379	PLASTIC BOX	113.82
TOTAL FOR: A & L SYSTEMS INC			927.70
00004	A & M SERVICE CENTER		
	DEC 2015	VEHICLE TOWING	2,387.00
TOTAL FOR: A & M SERVICE CENTER			2,387.00
09083	ABS STORAGE PRODUCTS		
	2711	RANGER F211 ELECTRICAL PKG	4,046.12
TOTAL FOR: ABS STORAGE PRODUCTS			4,046.12
06086	ABSOLUTE SHREDS		
	47879	CT/DOCUMENT DESTRUCTION	455.00
TOTAL FOR: ABSOLUTE SHREDS			455.00
02044	ACTION MAT & TOWEL RENTAL		
	420024	DPS 1/13 MAT RENTAL	77.20
	420353	POLICE 1/19 MAT RENTAL	168.10
	420408	DPS 1/20 MAT RENTAL	77.20
TOTAL FOR: ACTION MAT & TOWEL RENTAL			322.50
05006	A-DEPENDABLE MAYTAG		
	59135	FIRE/FILTER, CHOPPER BLADE	242.00
	59136	FIRE/ICE MAKER	149.87
TOTAL FOR: A-DEPENDABLE MAYTAG			391.87
03129	ADVANTAGE SIGN & GRAPHIC SOLUTIONS		
	INV574595	GRAPHTEC BLADE HOLDER, SUPERSTEEL CUTTING BLADE	357.34
TOTAL FOR: ADVANTAGE SIGN & GRAPHIC SOLUTIONS			357.34
00043	AIS CONSTRUCTION EQUIPMENT		
	D89058	REPAIR PARTS	209.41
	D89449	REAR VIEW MIRROR	148.18
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			357.59
12878	KRYSTEN ALEXANDER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KRYSTEN ALEXANDER			13.50

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CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
03340	ALLIANCE ENTERTAINMENT CORP		
	PLS94338884	AUDIOVISUAL MEDIA	45.74
	PLS94390647	AUDIOVISUAL MEDIA	60.98
	PLS94508518	AUDIOVISUAL MEDIA	42.98
TOTAL FOR: ALLIANCE ENTERTAINMENT CORP			149.70
RTAXX	AMCHESLAVSKY, OLEG		
	01/26/2016	Sum Tax Refund 72-25-15-382-003	2,928.81
TOTAL FOR: AMCHESLAVSKY, OLEG			2,928.81
00053	AM-DYN-IC FLUID POWER INC		
	I-18006-0	ACTUATING CYLINDER	696.60
TOTAL FOR: AM-DYN-IC FLUID POWER INC			696.60
10929	ANDERSON ECKSTEIN AND WESTRICK INC		
	0107852	CITY WIDE PAVEMENT MARKINGS/BIKE ROUTE SIGNAGE	589.32
	0108486	CITY WIDE PAVEMENT MARKINGS/BIKE ROUTE SIGNAGE	1,881.01
TOTAL FOR: ANDERSON ECKSTEIN AND WESTRICK INC			2,470.33
12879	KATHRYN ANDERSON		
	DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: KATHRYN ANDERSON			26.00
00091	APOLLO FIRE EQUIPMENT CO		
	44914	CIRCUIT BOARD	55.29
	91168	HYDRANT WRENCH	315.08
	91343	HELMET	295.28
TOTAL FOR: APOLLO FIRE EQUIPMENT CO			665.65
07578	ARC		
	MI15013008	PPC BOND	209.68
	MI15013009	PPC BOND	112.71
	MI5011742	PPC BOND	259.30
	MI5012131	PPC BOND	68.89
TOTAL FOR: ARC			650.58
00018	AT & T		
	248336901901/16	DPS BACKUP	193.09
	2483369030801/16	2400 BACKUP LINES	482.71
	2483369170	LIBRARY BACK UP	634.24
	248336922201/16	FIRE 1 BACKUP	193.09
	248398912601/16	CT	336.06
	248544666801/16	222 S CENTER SONITROL	107.77
	248547318112/15	MARKET FAX	170.17
	248549335701/16	31000 WOODWARD	198.41
	248554912601/16	MEM PARK MAINT SHED	86.69
	248591029301/16	S LAF PKG	668.68
	248596226701/16	SALTER	265.95
	248733905301/16	FIRE 3	422.53
	248R21089401/16	LEASE CIRCUITS	10,604.29
TOTAL FOR: AT & T			14,363.68
05125	AT & T		
	129612087 1/16	DPS U-VERSE INTERNET	40.00
TOTAL FOR: AT & T			40.00

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DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
09005	ATESIAN PROPERTIES INC		
	41309	BOND REFUND	2,000.00
TOTAL FOR: ATESIAN PROPERTIES INC			2,000.00
11862	ATLAS WHOLESALE FOOD CO		
	994443	PAPER TOWELS FOR ALL DPS DEPTS	2,756.30
TOTAL FOR: ATLAS WHOLESALE FOOD CO			2,756.30
03964	AVENTRIC TECHNOLOGIES		
	6061271	CPR-D PADZ	150.00
TOTAL FOR: AVENTRIC TECHNOLOGIES			150.00
11500	TYRONE BAHAROZIAN		
	86285	SARAH MCDOWELL	150.00
TOTAL FOR: TYRONE BAHAROZIAN			150.00
00117	BAKER & TAYLOR COMPANIES		
	2031565456	AUDIOVISUAL MEDIA	24.31
	2031569104	BOOKS	71.15
	2031573243	BOOKS	44.52
	2031576485	BOOKS	151.95
	2031585714	BOOKS	224.02
	2031587417	BOOKS	51.16
	2031588390	BOOKS	72.44
	20315901650	BOOKS	232.98
	2031592391	BOOKS	113.05
	2031601944	BOOKS	354.16
	2031604091	BOOKS	233.85
	2031604145	BOOKS	646.10
	2031607113	AUDIOVISUAL MEDIA	103.68
	2031615557	BOOKS	229.79
	2031617386	BOOKS	58.67
	2031617517	BOOKS	5.99
	2031623647	BOOKS	27.86
	2031624041	BOOKS	10.87
	2031627584	BOOKS	60.38
TOTAL FOR: BAKER & TAYLOR COMPANIES			2,716.93
12880	RICHARD BAKER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: RICHARD BAKER			13.50
08867	ROBERT BARGER		
	651648	CERTIFIED ARBORIST RECERT & MEM EXP REIMB	230.00
TOTAL FOR: ROBERT BARGER			230.00
RBOND	BASEMENT CRACKS & LEAKS - METRO INC		
	00153394	BD Payment Refund	101.50
TOTAL FOR: BASEMENT CRACKS & LEAKS - METRO INC			101.50
00136	BELL EQUIPMENT COMPANY		
	0116113	REPAIR PARTS	534.48
	0166048	REPAIR PARTS	136.44
TOTAL FOR: BELL EQUIPMENT COMPANY			670.92

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DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
04689	BERKLEY ANIMAL CLINIC		
	42149	VET SERVICES	97.91
	42655	VET SERVICES	131.55
	42958	VET SERVICES	45.90
	43700	VET SERVICES	18.74
	44144	VET SERVICES	179.77
	44251	VET SERVICES	12.00
	44650	VET SERVICES	78.41
TOTAL FOR: BERKLEY ANIMAL CLINIC			564.28
12677	BHAYANA BROTHERS, LLC		
	52-2048	SNOW PUSHER	4,978.00
TOTAL FOR: BHAYANA BROTHERS, LLC			4,978.00
00143	BIG D LOCK & KEY		
	5558	GATE KEYS	54.00
TOTAL FOR: BIG D LOCK & KEY			54.00
00145	BILLINGS LAWN EQUIPMENT		
	308675	FIRE/REPAIR	89.72
TOTAL FOR: BILLINGS LAWN EQUIPMENT			89.72
11714	KAREN M BISHOP		
	01/25/16	COORDINATION OF FALL FITNESS CLASSES	1,000.00
	012516	FALL DROP IN MONEY FITNESS CLASSES	21.60
	WINTER 2016	FITNESS CLASSES	681.60
TOTAL FOR: KAREN M BISHOP			1,703.20
12631	BLAZE FIRE EQUIPMENT CO.		
	INV0009	PKG/EXTINGUISHER INSPECTIONS,RECHARGES	230.02
TOTAL FOR: BLAZE FIRE EQUIPMENT CO.			230.02
06048	BMI GENERAL LICENSING		
	27398989	2016 MUSIC LICENSE FEE	669.00
TOTAL FOR: BMI GENERAL LICENSING			669.00
04889	BOARD OF WATER COMM		
	004-1311.400 2/16	DEC IWC	21,546.25
TOTAL FOR: BOARD OF WATER COMM			21,546.25
03508	BOB BARKER COMPANY INC		
	WEB000409573	PRISONER BLANKETS	193.18
TOTAL FOR: BOB BARKER COMPANY INC			193.18
12881	SALENA BOUNDY		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: SALENA BOUNDY			13.50
12930	THOMAS BROWNING		
	1/22/16	SAM MEETING AT ROMULIS PUB LIB EXP REIMB	41.04
TOTAL FOR: THOMAS BROWNING			41.04

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 DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
12882	JEFFREY BUXENSTEIN		
	DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: JEFFREY BUXENSTEIN			26.00
03586	C & G NEWSPAPERS		
	0650510-IN	SPECIAL ASSESSMENT PAVING AD	178.50
	0651332-IN	ENG ADS	567.39
TOTAL FOR: C & G NEWSPAPERS			745.89
00203	CABLE ACCESS MANAGEMENT CO		
	DEC 2015	DEC CABLE MANAGEMENT FEE	7,083.00
TOTAL FOR: CABLE ACCESS MANAGEMENT CO			7,083.00
12883	BARB CADDY		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: BARB CADDY			13.50
00443	CADILLAC ASPHALT LLC		
	284667	COLD PATCH	5,475.80
TOTAL FOR: CADILLAC ASPHALT LLC			5,475.80
12884	LISA CAMPAGNA		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: LISA CAMPAGNA			13.50
01337	TIM CAMPBELL		
	1/12-1/22/16	SR MEAL PROGRAM	728.00
TOTAL FOR: TIM CAMPBELL			728.00
06842	CANADIAN NATIONAL RAILROAD		
	011915	UTILITY CROSSING PERMIT FOR WATER MAIN PROJECT	750.00
	012115	CN RAILWAY PERMIT FEE FOR WATER MAIN PROJECT	750.00
TOTAL FOR: CANADIAN NATIONAL RAILROAD			1,500.00
00211	CANFIELD EQUIPMENT SERVICE INC		
	247832	GASKET, SCREW, SUPER-LED FLASH	184.00
TOTAL FOR: CANFIELD EQUIPMENT SERVICE INC			184.00
11305	CAREHERE LLC		
	INV4192	OPERATIONAL EXPENSES	7,208.26
	INV4195	JULY MEDICATIONS DISPENSED	1,260.31
	INV5322	SEPT MEDICATIONS DISPENSED	1,152.07
	INV5332	OPERATIONAL EXPENSES	3,846.26
	INV6804	JAN PROGRAM FEES	6,916.50
TOTAL FOR: CAREHERE LLC			20,383.40
00222	CARRIER & GABLE INC		
	255118	LOAD SWITCH, RED, YELLOW LIGHT INSERTS	932.00
TOTAL FOR: CARRIER & GABLE INC			932.00
00193	CDW GOVERNMENT INC		
	BPK6593	KAS RENEWAL	6,125.00
TOTAL FOR: CDW GOVERNMENT INC			6,125.00

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DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00236	CHANNING BETE CO INC		
	53068769	GUIDELINES IN SVC ONLINE	63.00
	53069515	GO TO COURT COLORING BOOK	184.76
TOTAL FOR: CHANNING BETE CO INC			247.76
12691	KRISTINE CHASE		
	011916	EXP REIMB	34.77
TOTAL FOR: KRISTINE CHASE			34.77
00262	CITY OF ROYAL OAK		
	012516	PETTY CASH POLICE	194.15
TOTAL FOR: CITY OF ROYAL OAK			194.15
00264	CITY OF ROYAL OAK		
	012116	PETTY CASH SR CTR	113.22
TOTAL FOR: CITY OF ROYAL OAK			113.22
06064	COFFEE BREAK INC		
	100787	MGR/PUBLIC COFFEE	92.00
TOTAL FOR: COFFEE BREAK INC			92.00
02806	COMCAST CABLE		
	109174-02-9 1/16	DPS	93.85
	113833-01-7 1/16	221 E 3RD	167.84
	113876-01-7 1/16	CITY HALL DATA	229.35
TOTAL FOR: COMCAST CABLE			491.04
00307	CONSUMERS ENERGY		
	201004247270	3128 ROCHESTER	673.40
	201004249206	31000 WOODWARD	794.79
	201093017488	211 S WILLIAMS	3,989.88
	201093017503	215 E 6TH	1,744.07
	201093017640	316 E 11 MILE	3,616.08
	201093017643	1600 N CAMPBELL	11,194.40
	201715895975	1403 LEXINGTON	7,334.41
	203762745024	3500 MARAIS	122.33
	204652697486	1900 E 12 MILE	1,255.88
	205987601063	1608 N CAMPBELL RD	300.18
	206432424874	222 E 11 MILE	2,069.73
TOTAL FOR: CONSUMERS ENERGY			33,095.15
00305	CONSUMERS ENERGY CO DAMAGE CLAIMS		
	9306483147	DAMAGE TO GAS FACILITIES 714 GAINSBOROUGH	2,765.26
TOTAL FOR: CONSUMERS ENERGY CO DAMAGE CLAIMS			2,765.26
00310	CONTRACTOR'S CLOTHING CO		
	7303198	UNIFORMS	89.99
	7305658	UNIFORMS	23.38
	7305711	UNIFORMS	354.71
	7307938	UNIFORMS	8.55
	7307939	UNIFORMS	25.19
	7308251	UNIFORMS	62.10
TOTAL FOR: CONTRACTOR'S CLOTHING CO			563.92

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CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
RTAXX	CORELOGIC REAL ESTATE TAX SERVICE		
	01/26/2016	Win Tax Refund 72-25-23-160-003	460.63
	01/26/2016	Win Tax Refund 72-25-15-276-004	627.49
TOTAL FOR: CORELOGIC REAL ESTATE TAX SERVICE			1,088.12
12885	JACQUELINE CORLESS		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: JACQUELINE CORLESS			13.50
08449	COSTCO MEMBERSHIP		
	000331979588010	3/SR CTR/MEMBERSHIP	165.00
TOTAL FOR: COSTCO MEMBERSHIP			165.00
00320	COX & WINFREE TIRE INC		
	65739	FLAT REPAIR	102.00
	65745	WHEEL REPAIR	170.00
	66810	TIRE REPAIRS	599.00
	66812	WHEEL RECONED	210.00
TOTAL FOR: COX & WINFREE TIRE INC			1,081.00
11467	VIRGINIA CRADDOCK		
	32074	ROYAL OAK SR ESSENTIAL SERVICES	12.00
	32086	ROYAL OAK SR ESSENTIAL SERVICES	24.00
TOTAL FOR: VIRGINIA CRADDOCK			36.00
12886	MARGARET CUETER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: MARGARET CUETER			13.50
12887	LINDA DAVIS		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: LINDA DAVIS			13.50
12888	JORDAN DELANEY		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: JORDAN DELANEY			13.50
01578	JOHN DELISLE		
	011716	REMOVE INVASIVE SHRUBS IN ARBORETUM	2,040.00
TOTAL FOR: JOHN DELISLE			2,040.00
00370	DELTA DENTAL PLAN OF MICH		
	FEB 2016	PAYROLL	22,083.18
	FEBRUARY 2016	RETIREMENT	19,834.25
TOTAL FOR: DELTA DENTAL PLAN OF MICH			41,917.43
00371	DELWOOD SUPPLY		
	00089095	PLUMBING SUPPLY	47.03
TOTAL FOR: DELWOOD SUPPLY			47.03
04522	DETROIT SALT COMPANY		
	52439	ROCK SALT	11,424.29
	52462	ROCK SALT	12,283.78
TOTAL FOR: DETROIT SALT COMPANY			23,708.07

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CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name Invoice	Description	Amount
12889	LINDSEY DEZMAN DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: LINDSEY DEZMAN			26.00
12890	AMANDA DIMITRIE DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: AMANDA DIMITRIE			13.50
08191	DIVDAT 0117197	JAN WATER/SEWER BILLS	771.33
TOTAL FOR: DIVDAT			771.33
02885	DJ MURRAY PLUMBING 69270	SHELTER/PLUMBING REPAIR	355.00
TOTAL FOR: DJ MURRAY PLUMBING			355.00
10539	STACY DROUILLARD 85508 85675 86315 87097	DANIEL MCDADE JOSEPH COLLICA STEPHEN ANAEJIONU KRISTOPHER KRZESZAK	150.00 200.00 200.00 150.00
TOTAL FOR: STACY DROUILLARD			700.00
12891	JEFFREY DRUMHELLER DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: JEFFREY DRUMHELLER			13.50
10407	DSM SAW & KNIFE LLC 2608	BLADE SHARPENED	20.00
TOTAL FOR: DSM SAW & KNIFE LLC			20.00
00420	DSS CORPORATION 41760	DOMESTIC VIOLENCE TRAINING/CAMERON	250.00
TOTAL FOR: DSS CORPORATION			250.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
00380	DTE ENERGY		
	193888400010 1/16	422 E 11 MILE	57.57
	193888400051 1/16	205 S TROY	290.61
	193888400069 1/16	502 S MAIN BLDG POLE	228.63
	193888400119 1/16	26618 WOODWARD	33.97
	193888400150 1/16	400 S TROY	225.52
	193888400168 1/16	902 CATALPA	43.05
	193888400176 1/16	401 W 6TH	298.81
	194070300018 1/16	218 W 4TH	536.93
	194070300034 1/16	3511 COOLIDGE	55.82
	194070300067 1/16	215 E 6TH	1,836.43
	194070300083 1/16	204 S WASHINGTON	89.31
	194070300091 1/16	3588 W 13 MILE	199.31
	194070300109 1/16	31004 WOODWARD	35.88
	194070300117 1/16	31050 WOODWARD	32.60
	194070300125 1/16	3915 W 13 MILE	147.35
	194070300158 1/16	3123 N MAIN	32.08
	194070300166 1/16	316 E 11 MILE	2,357.36
	194070300174 1/16	3405 HILLSIDE	125.99
	194070300190 1/16	4036 W 13 MILE	97.71
	194070300224 1/16	114 W 4TH	656.49
	194070300240 1/16	4130 W 13 MILE	189.20
	194070300257 1/16	1205 W 13 MILE	35.19
	194070300331 1/16	928 S MAIN	84.37
	194070300414 1/16	4234 DELEMERE	43.02
	194097600010 1/16	309 W 6TH	239.75
	281876200011 1/16	222 S CENTER	3,765.91
	482884400029 1/16	1102 GREENLEAF DR BLDG 1	39.59
	482884400037 1/16	101 N TROY	150.24
TOTAL FOR: DTE ENERGY			11,928.69
00381	DTE ENERGY		
	203495740929 CR	CREDIT MEMO	(125.31)
	7164855	211 WILLIAMS	20,919.30
	7166174	1403 LEXINGTON	11,401.71
TOTAL FOR: DTE ENERGY			32,195.70
07813	MICHAEL DUCHER		
	012016	CERTIFICATION EXP REIMB	184.00
TOTAL FOR: MICHAEL DUCHER			184.00
08427	KEVIN DUHONICH		
	012016	SEMBOIA MO MEETING	20.00
TOTAL FOR: KEVIN DUHONICH			20.00
11715	CHRISTINE EADS		
	WINTER 2016	FITNESS CLASSES	337.20
TOTAL FOR: CHRISTINE EADS			337.20
09189	EASTERN MICHIGAN KENWORTH		
	109182C	REPAIR PARTS	245.22
TOTAL FOR: EASTERN MICHIGAN KENWORTH			245.22
09454	EASTMAN FIRE PROTECTION INC		
	1900823590	ARENA/ANNUAL SERVICE	291.74
TOTAL FOR: EASTMAN FIRE PROTECTION INC			291.74

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DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
12892	SHELLEY EBERHARD		
	DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: SHELLEY EBERHARD			26.00
01946	MARLON R EDWARDS		
	32061	ROYAL OAK SR ESSENTIAL SERVICES	45.00
TOTAL FOR: MARLON R EDWARDS			45.00
01825	ELECTION ADMINISTRATION REPORTS		
	11231513	ELECTION ADMIN REPORTS 1 YR SUBSCRIPTION	219.00
TOTAL FOR: ELECTION ADMINISTRATION REPORTS			219.00
12893	SCOTT ELIASON		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: SCOTT ELIASON			13.50
06216	ELITE TRAUMA CLEAN-UP		
	21606	DISPOSAL OF MEDICAL WASTE	120.00
TOTAL FOR: ELITE TRAUMA CLEAN-UP			120.00
02730	EMERGENCY MEDICAL PRODUCTS INC.		
	1795662	MEDICAL SUPPLIES	264.70
	1795719	MEDICAL SUPPLIES	886.35
TOTAL FOR: EMERGENCY MEDICAL PRODUCTS INC.			1,151.05
07636	FRANK EVERINGHAM		
	1/12-1/25/16	ELECTRICAL INSPECTOR	1,980.00
TOTAL FOR: FRANK EVERINGHAM			1,980.00
00471	EZELL SUPPLY CORP		
	131439	DPS/TOILET TISSUE	357.29
TOTAL FOR: EZELL SUPPLY CORP			357.29
04304	LYNNE FAULKNER		
	685804	CT 1/11-1/22 JANITORIAL SERVICE	765.00
TOTAL FOR: LYNNE FAULKNER			765.00
00486	FIRE DEFENSE EQUIPMENT CO INC		
	059558	DPS PROPANE RECHARGE	38.03
TOTAL FOR: FIRE DEFENSE EQUIPMENT CO INC			38.03
06960	FIRST CHOICE SERVICES		
	386859	CT/PUBLIC COFFEE	159.12
TOTAL FOR: FIRST CHOICE SERVICES			159.12
11406	FLOOD LAW, PLLC		
	85326	JOSEPH AMARA	200.00
TOTAL FOR: FLOOD LAW, PLLC			200.00
07635	CHARLES FORD		
	1/12-1/21/16	1/12-1/21/16 MECHANICAL INSPECTOR	810.00
TOTAL FOR: CHARLES FORD			810.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
05004	FOUR SEASON'S RADIATOR		
	9995	RECORE BOLT ON RADIATOR	695.00
TOTAL FOR: FOUR SEASON'S RADIATOR			695.00
12391	VICKI FRANKLIN		
	2016	CEO EXAM CERT EXP REIMB	60.00
TOTAL FOR: VICKI FRANKLIN			60.00
RBOND	FRED SONS		
	00154780	BD Payment Refund	570.50
TOTAL FOR: FRED SONS			570.50
00507	FRENTZ AND SONS HARDWARE CO		
	B21256	DISC SUPPLIES	54.49
	B21302	DISC SUPPLIES	21.02
	B21312	DISC SUPPLIES	19.60
	B21363	DISC SUPPLIES	24.79
	B21375	DISC SUPPLIES	7.53
	B21378	DISC SUPPLIES	6.37
	B21381	DISC SUPPLIES	10.15
	B21441	DISC SUPPLIES	19.46
	B21442	DISC SUPPLIES	22.88
	B21446	DISC SUPPLIES	6.42
	B21462	DISC SUPPLIES	102.14
	B21495	DISC SUPPLIES	61.08
	B21517	DISC SUPPLIES	43.94
	D86372	DISC SUPPLIES	25.22
	D86392	DISC SUPPLIES	6.82
	D86415	DISC SUPPLIES	28.94
	D86451	DISC SUPPLIES	53.56
	D86467	DISC SUPPLIES	78.59
	D86479	DISC SUPPLIES	8.24
	D86480	DISC SUPPLIES	68.05
	D86486	DISC SUPPLIES	54.42
	D86488	DISC SUPPLIES	1.92
	D86562	DISC SUPPLIES	35.79
	D86595	DISC SUPPLIES	27.02
	D86623	DISC SUPPLIES	6.10
TOTAL FOR: FRENTZ AND SONS HARDWARE CO			794.54
09093	IRWIN FRIEDMAN		
	012716	HOCKEY REFEREE	930.00
TOTAL FOR: IRWIN FRIEDMAN			930.00
12894	CHRISTOPHER FULMER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: CHRISTOPHER FULMER			13.50
00513	GABRIEL ROEDER SMITH & CO		
	419092	ACTUARIAL ATTESTATION FOR MEDICARE PART D SUBSIDY	3,000.00
TOTAL FOR: GABRIEL ROEDER SMITH & CO			3,000.00
07147	PATRICK GAGNIUK		
	15-85277	TAIJA WEAVER	200.00
TOTAL FOR: PATRICK GAGNIUK			200.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
05461	GALE/CENGAGE LEARNING 57016777	BOOKS	50.03
TOTAL FOR: GALE/CENGAGE LEARNING			50.03
RTAXX	GARDZIOLA, JAMES 01/26/2016	Sum Tax Refund 72-25-03-303-008	75.66
TOTAL FOR: GARDZIOLA, JAMES			75.66
08560	MAUREEN GAREAU 012015	SEMBOIA MO MEETING	20.00
TOTAL FOR: MAUREEN GAREAU			20.00
12895	BRIAN GAULT DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: BRIAN GAULT			13.50
00529	GIANT JANITORIAL SERVICE INC		
	201606	DPS 1/1-1/15 JANITORIAL SERVICES	690.53
	201607	POLICE 1/1-1/15 JANITORIAL SERVICE	1,687.95
	201613	DPS 1/16-1/31 JANITORIAL SERVICE	690.53
	201614	POLICE 1/16-1/31 JANITORIAL SERVICE	1,687.95
	201615	CH 1/16-1/31 JANITORIAL SERVICES	2,455.20
	21608	CH 1/1-1/15 JANITORIAL SERVICES	2,455.20
TOTAL FOR: GIANT JANITORIAL SERVICE INC			9,667.36
12896	KRISTIN GOWER DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KRISTIN GOWER			13.50
00541	GRAINGER		
	9931248299	SPRAY NOZZLE SIZE	41.85
	9935629734	BODY HARNESS, BATTERIES	421.69
	9936554345	BATTERY, DEGREASER	89.72
	9937506757	FLANGE MT BRNG	144.60
TOTAL FOR: GRAINGER			697.86
00571	HALL SIGNS INC		
	305125	STEEL POSTS	999.00
	305126	STEEL POSTS	991.71
TOTAL FOR: HALL SIGNS INC			1,990.71
01896	KAREN HALPERN WINTER 2015	WATER COLOR SESSION	974.40
TOTAL FOR: KAREN HALPERN			974.40
06044	HD SUPPLY WATERWORKS E925502	REPAIR & SERVICE SEAL CLAMPS	2,817.24
TOTAL FOR: HD SUPPLY WATERWORKS			2,817.24

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
00577	HEALTH ALLIANCE PLAN		
	100002209832	92333 RA (AA) FEB PREMIUM	5,583.14
	100002209833	92333 RB (AC) FEB PREMIUM	3,872.85
	100002209834	21879 RA (AA) FEB PREMIUM	32,811.76
	100002209835	21879 RB (AD) FEB PREMIUM	37,016.40
	100002209836	21879 RC (AB) FEB PREMIUM	9,700.99
TOTAL FOR: HEALTH ALLIANCE PLAN			88,985.14
12897	DAVID HEDRICK		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: DAVID HEDRICK			13.50
00599	HOME DEPOT		
	0017295	SR CTR/SUPPLIES	50.83
	1021226	VAN MATERIALS	366.20
	5020637	WS/SUPPLIES	137.88
	5044760	CBD/SUPPLIES	33.19
	6010148	DPS/SUPPLIES	86.80
	6020423	ARENA/SUPPLIES	29.76
	8220821	DPS/SUPPLIES	157.70
TOTAL FOR: HOME DEPOT			862.36
12933	HOOVER ELECTRIC, INC		
	42271	BOND REFUND	2,000.00
TOTAL FOR: HOOVER ELECTRIC, INC			2,000.00
05628	HOWARD L SHIFMAN PC		
	12560	DEC PROFESSIONAL SERVICES	8,000.00
TOTAL FOR: HOWARD L SHIFMAN PC			8,000.00
08239	HUTCH PAVING, INC		
	41317	BOND REFUND	28,200.00
TOTAL FOR: HUTCH PAVING, INC			28,200.00
03952	IDS.COM		
	011916	2016 ASSESSMENT CHANGE NOTICES POSTAGE	12,000.00
TOTAL FOR: IDS.COM			12,000.00
04646	INTERNATIONAL CODE COUNCIL INC		
	1000645299	MI RESIDENTIAL CODE, COMM, ELECT, PLBG, MECH INSPEC	1,622.51
TOTAL FOR: INTERNATIONAL CODE COUNCIL INC			1,622.51
01179	IRON MOUNTAIN RECORDS MGT		
	MDL3388	JAN STORAGE	157.37
TOTAL FOR: IRON MOUNTAIN RECORDS MGT			157.37
06321	J & B MEDICAL SUPPLY		
	2682481	MEDICAL SUPPLIES	830.62
	2682482	MEDICAL SUPPLIES	303.00
	2682483	MEDICAL SUPPLIES	427.14
	2689809	MEDICAL SUPPLIES	74.32
	2693738	MEDICAL SUPPLIES	266.50
	2693745	MEDICAL SUPPLIES	27.14
TOTAL FOR: J & B MEDICAL SUPPLY			1,928.72

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
05165	STEVEN JACOBS 012716	HOCKEY REFEREE	248.00
TOTAL FOR: STEVEN JACOBS			248.00
09806	RONALD JANKOWSKI 31839	ROYAL OAK SR ESSENTIAL SERVICES	20.00
TOTAL FOR: RONALD JANKOWSKI			20.00
03020	JOE JANOS JR 012716	HOCKEY REFEREE	45.00
TOTAL FOR: JOE JANOS JR			45.00
00664	JAX KAR WASH INC DEC 2015	VEHICLE WASHES	1,258.34
TOTAL FOR: JAX KAR WASH INC			1,258.34
01915	JH HART URBAN FORESTRY 68637	STUMP GRINDING, TREE TRIMMING, TREE REMOVAL	4,926.10
TOTAL FOR: JH HART URBAN FORESTRY			4,926.10
06884	JOSHEN PAPER OF MICHIGAN 243595	SR CTR/TOILET TISSUE, MULTIFOLD TOWELS	297.80
TOTAL FOR: JOSHEN PAPER OF MICHIGAN			297.80
11272	K & Q LAW, LLC 85357/85831	WAYNE MOIR	200.00
TOTAL FOR: K & Q LAW, LLC			200.00
12898	DION KELLY DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: DION KELLY			13.50
12899	GREG KESSLER DEC 14, 2015	JUROR FEE	15.50
TOTAL FOR: GREG KESSLER			15.50
03704	MIKE KINASZ 012716	HOCKEY REFEREE	216.00
TOTAL FOR: MIKE KINASZ			216.00
12935	ERIC KIPP 012716	HOCKEY REFEREE	279.00
TOTAL FOR: ERIC KIPP			279.00
00112	THE KITCHEN INC 061199 61175	PRISONER MEALS PRISONER MEALS	199.59 199.92
TOTAL FOR: THE KITCHEN INC			399.51
12923	PERRI KLINGER 42608	PROGRAM REFUND	96.00
TOTAL FOR: PERRI KLINGER			96.00

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Vendor Code	Vendor Name	Description	Amount
05623	KONICA MINOLTA	BUS SOLUTIONS	
	234910248	TREASURER/APR-JUN QUARTERLY MAINTENANCE	161.26
	236195176	ATT/JUL-SEP 2015 QUARTERLY MAINTENANCE	174.36
	236248837	TREASURER/JUL-SEP QUARTERLY MAINTENANCE	163.50
	237355978	CREDIT MEMO	(156.93)
	237373789	AREANA/OCT 1-NOV 17 QUARTERLY MAINTENANCE	81.95
	237404277	ARENA/11/18-12/31/15 QUARTERLY MAINTENANCE	74.98
TOTAL FOR: KONICA MINOLTA BUS SOLUTIONS			499.12
12900	ROBERT KUHN		
	DEC 14, 2015	JUROR FEE	15.50
TOTAL FOR: ROBERT KUHN			15.50
04443	LAW OFFICES OF JOSEPH A LAVIGNE		
	15R005422/15R00432	CHRISTIAN MICHAEL HARRIS	200.00
	86413	BRANDON TESLOW	150.00
TOTAL FOR: LAW OFFICES OF JOSEPH A LAVIGNE			350.00
10402	LAW OFFICES OF ROBERT MORAD, PLLC		
	15-86449	ADRIEAM TURNER	200.00
	84399 1/16	TRINA LONDON	150.00
	85320	LATRELLA HAYES	150.00
	85477	DARYN BYRD	150.00
	89510	DAIJA JAMES	200.00
TOTAL FOR: LAW OFFICES OF ROBERT MORAD, PLLC			850.00
12901	GREG LEWIS		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: GREG LEWIS			13.50
00751	THE LIBRARY NETWORK		
	54497	JAN-MAR SHARED AUTOMATION	8,445.06
	54558	OCT-DEC TELECOMMUNICATIONS	2,283.88
	54617	TUMBLEBOOK SUBSCRIPTION	728.90
	54638	2 PAK ITEM BARCODE	224.00
	OCT-DEC 2015	CREDIT MEMO	(5,247.66)
TOTAL FOR: THE LIBRARY NETWORK			6,434.18
00754	LIGHTING SUPPLY COMPANY		
	R0012652	CREDIT MEMO	(370.65)
	V0135741	STREET LIGHTING	593.53
TOTAL FOR: LIGHTING SUPPLY COMPANY			222.88
12902	KAREN LIPSKI		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KAREN LIPSKI			13.50
11863	LIVINGLAB		
	439	SMART PARK DESIGN DEVELOPMENT	5,328.28
TOTAL FOR: LIVINGLAB			5,328.28
00766	LOOMIS		
	11739222	ARMORED CAR SERVICE	587.37
TOTAL FOR: LOOMIS			587.37

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Vendor Code	Vendor Name	Description	Amount
00788	MACOMB COMMUNITY COLLEGE 004906069	OWI INVESTIGATIONS/PARAMO, FRANCIS	200.00
TOTAL FOR: MACOMB COMMUNITY COLLEGE			200.00
12903	GARY MACRO DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: GARY MACRO			26.00
00792	MADISON ELECTRIC COMPANY 1464249-00 3148020-01	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	137.31 1,246.76
TOTAL FOR: MADISON ELECTRIC COMPANY			1,384.07
12904	GREG MALINOWSKI DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: GREG MALINOWSKI			13.50
08393	NICHOLAS MARENGO 012716	HOCKEY REFEREE	848.00
TOTAL FOR: NICHOLAS MARENGO			848.00
RTAXX	MARENTETTE, PAUL 01/26/2016	Sum Tax Refund 72-25-15-478-001	1,134.99
TOTAL FOR: MARENTETTE, PAUL			1,134.99
09036	MARIN CONSULTING ASSOC MARCH 21-22, 2016	PERFORMANCE & ACCOUNTABILITY/SPENCER, BAROKY	480.00
TOTAL FOR: MARIN CONSULTING ASSOC			480.00
10388	MASTER CRAFT CARPET SERVICE 07325	ARENA/KITCHEN FLOOR PARTIAL INVOICE	300.00
TOTAL FOR: MASTER CRAFT CARPET SERVICE			300.00
00827	MATTHEWS HARGREAVES CHEVROLET CO 62542 82486-1 82513 82699 82744-1	REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS	22.97 11.10 40.55 13.79 18.83
TOTAL FOR: MATTHEWS HARGREAVES CHEVROLET CO			107.24
08339	MAZUR MARKET MANAGEMENT LLC 160125	W/E 1/24/16	9,492.00
TOTAL FOR: MAZUR MARKET MANAGEMENT LLC			9,492.00
06460	MCCOY MAINTENANCE, INC. 10164	LIB/JANITORIAL SERVICE	2,155.50
TOTAL FOR: MCCOY MAINTENANCE, INC.			2,155.50
02844	MCI WORLDCOM COMM SERV 3N775513 1/16	SR CTR	33.27
TOTAL FOR: MCI WORLDCOM COMM SERV			33.27

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
10945	DEBORAH MCKELVY		
	83630	NAKEYSHA WISDOM	200.00
	84763	LUKE HORTON	200.00
TOTAL FOR: DEBORAH MCKELVY			400.00
12929	JENNIFER MEDINA		
	WINTER 2016	FITNESS CLASSES	144.00
TOTAL FOR: JENNIFER MEDINA			144.00
12905	PAUL MERGEL		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: PAUL MERGEL			13.50
12906	IDO MERON		
	DEC 14, 2015	JUROR FEE	15.50
TOTAL FOR: IDO MERON			15.50
11553	METRO DETROIT REFEREES ASSOC		
	11/16-1/18/16	HOCKEY REFEREES	3,142.00
	SEP 2015-AUG 2016	SCHEDULING FEES	250.00
TOTAL FOR: METRO DETROIT REFEREES ASSOC			3,392.00
09220	METRO PUMP SERVICE LLC		
	20810	GASOLINE & DIESEL PREVENTATIVE MAINT	1,423.75
	20832	UST TANK MONITOR PRINTER REPAIR	595.00
TOTAL FOR: METRO PUMP SERVICE LLC			2,018.75
12922	LISA MEYERS		
	42609	PROGRAM REFUND	96.00
TOTAL FOR: LISA MEYERS			96.00
00873	MICHIGAN FIRST AID & SAFETY CO		
	IN818332	PRISONER BLANKETS	286.65
TOTAL FOR: MICHIGAN FIRST AID & SAFETY CO			286.65
07480	MI METER TECH GROUP INC		
	96396	R900 GATEWAY V3-ROAMING COLLECTOR	12,000.00
	96432	WATER METERS	890.10
TOTAL FOR: MI METER TECH GROUP INC			12,890.10
00899	MIDWEST TAPE		
	93586370	AUDIOVISUAL MEDIA	29.99
TOTAL FOR: MIDWEST TAPE			29.99
10401	MICHAEL MITCHELL		
	15BE02991	MICHAEL JONES	200.00
TOTAL FOR: MICHAEL MITCHELL			200.00
03594	DEPARTMENT # 234101		
	MMRMA-D15121003	DEC ELECTRIC CHOICE PROGRAM	13,030.98
TOTAL FOR: DEPARTMENT # 234101			13,030.98

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Vendor Code	Vendor Name Invoice	Description	Amount
09395	GLENN MOHNEY 011916	PARAMEDIC LICENSE RENEWAL EXP REIMB	25.00
TOTAL FOR: GLENN MOHNEY			25.00
12907	KEVIN MOLNAR DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KEVIN MOLNAR			13.50
RTAXX	MORRIS, DALE 01/26/2016	Sum Tax Refund 72-25-07-151-008	1,094.45
TOTAL FOR: MORRIS, DALE			1,094.45
11716	ANGIE MOSCOWITZ WINTER 2016	FITNESS CLASSES	568.80
TOTAL FOR: ANGIE MOSCOWITZ			568.80
12908	STEVEN MOTE DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: STEVEN MOTE			13.50
04356	MPH INDUSTRIES INC 668440	REMOTE BEE0-III WIRELESS	250.00
TOTAL FOR: MPH INDUSTRIES INC			250.00
02499	JOSEPH M MURPHY 012516	JMM REIMB, PIT COUNT SUPPLIES	225.95
TOTAL FOR: JOSEPH M MURPHY			225.95
12909	KEVIN MURPHY DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KEVIN MURPHY			13.50
05865	NAPA AUTO PARTS MADISON HEIGHTS		
	437995	CREDIT MEMO	(51.00)
	438457	CREDIT MEMO	(313.10)
	438826	REPAIR PARTS	59.14
	438880	REPAIR PARTS	13.69
	439064	REPAIR PARTS	37.38
	439280	REPAIR PARTS	99.90
	439541	REPAIR PARTS	34.11
	440169	REPAIR PARTS	12.91
	440253	REPAIR PARTS	51.98
	440439	REPAIR PARTS	31.23
	440773	REPAIR PARTS	97.01
	440983	REPAIR PARTS	36.24
	441124	REPAIR PARTS	23.79
	441337	REPAIR PARTS	35.82
	441381	REPAIR PARTS	7.69
	441433	REPAIR PARTS	23.67
	441467	REPAIR PARTS	33.28
TOTAL FOR: NAPA AUTO PARTS MADISON HEIGHTS			233.74

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
07528	NATIONAL CITY WORKERS COMPENSI		
	1/11-1/15/16	WORKERS COMPENSATION	2,482.97
	1/18-1/22/16	WORKERS COMPENSATION	1,075.73
TOTAL FOR: NATIONAL CITY WORKERS COMPENSI			3,558.70
07628	NATIONAL HOSPITALITY INSTITU		
	431	MI LIQUOR LAW/REILLY	195.00
	435	MI LIQUOR LAW/MOORE	195.00
TOTAL FOR: NATIONAL HOSPITALITY INSTITU			390.00
09821	NATURAL WAY		
	1718595 1/16	OPTIMIST PARK/PERIMETER PEST CONTROL	369.00
TOTAL FOR: NATURAL WAY			369.00
06571	NBS		
	290113	SR CTR/CARPET CLEANING	180.00
TOTAL FOR: NBS			180.00
04309	NEJM JOURNAL WATCH		
	102007227 11/15	RENEWAL SUBSCRIPTION	129.00
TOTAL FOR: NEJM JOURNAL WATCH			129.00
12624	NICHOLS		
	6364599-00	LIB/BATH TISSUE	189.32
TOTAL FOR: NICHOLS			189.32
02868	NIGHT CRY GRAPHICS		
	2951	RO PRESCHOOL & CHILD CARE DIRECTORY	500.00
TOTAL FOR: NIGHT CRY GRAPHICS			500.00
03029	NORTH MAIN ANIMAL HOSPITAL		
	199530	VET SERVICES	37.00
	199926	VET SERVICES	48.51
	199978	VET SERVICES	101.25
	200046	VET SERVICES	218.70
	200275	VET SERVICES	252.62
	200362	VET SERVICES	74.00
	200424	VET SERVICES	153.03
	200732	VET SERVICES	135.50
	201003	VET SERVICES	18.00
	201258	VET SERVICES	213.85
	201376	VET SERVICES	126.12
	201442	VET SERVICES	160.17
	201702	VET SERVICES	63.50
	201853	VET SERVICES	204.90
	202113	VET SERVICES	645.24
	202327	VET SERVICES	13.25
	202482	VET SERVICES	264.25
	202484	VET SERVICES	154.80
	202601	VET SERVICES	89.75
	202751	VET SERVICES	44.00
	202998	VET SERVICES	162.48
	203003	VET SERVICES	135.78
TOTAL FOR: NORTH MAIN ANIMAL HOSPITAL			3,316.70

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
07558	NORTH STAR MECHANICAL INC		
	00011354	MUSEUM/NOV CONTRACT BILLING	340.65
	00011432	FIRE 1/DEC CONTRACT BILLING	340.78
	00011436	CH/DEC CONTRACT BILLING	773.30
	00011437	POLICE/DEC CONTRACT BILLING	562.40
	116136	SHELTER/HEATER REPAIR	308.38
	116181	DPS/BOILER REPAIR	1,004.27
	116183	FIRE 2/AIRFLOW REPAIR	658.96
	116517	FIRE 2/HEAT REPAIR	152.00
	116518	FIRE 3/HEATING REPAIR	95.00
TOTAL FOR: NORTH STAR MECHANICAL INC			4,235.74
12811	STEPHANIE NORTH		
	5397	DEPOSIT REFUND	50.00
TOTAL FOR: STEPHANIE NORTH			50.00
04675	NOWAK & FRAUS, PLLC		
	88128	FOURTH ST IMPROVEMENTS	6,594.00
	88129	CDBG E FOURTH STREET IMPROVEMENTS	2,906.85
	88138	CONCRETE ST REPAIRS	12,057.91
	88139	CONCRETE STREET REPAIRS	2,824.74
	88140	ROAD RECONSTRUCTION IMPROVEMENTS	8,302.69
	88141	ROAD RECONSTRUCTION IMPROVEMENTS	14,526.97
	88142	ROAD RECONSTRUCTION IMPROVEMENTS	4,149.38
	88143	ROAD RECONSTRUCTION IMPROVEMENTS	63,506.07
	88144	ROAD RECONSTRUCTION IMPROVEMENTS	51,105.19
	88145	ROAD RECONSTRUCTION IMPROVEMENTS	4,569.09
	88148	ROAD RECONSTRUCTION IMPROVEMENTS	10,506.89
TOTAL FOR: NOWAK & FRAUS, PLLC			181,049.78
04313	NYE UNIFORM		
	523373	UNIFORMS	37.20
	523706A	UNIFORMS	37.20
	523712	UNIFORMS	89.50
	525860	UNIFORMS	36.50
	528046	UNIFORMS	38.00
TOTAL FOR: NYE UNIFORM			238.40
00993	OAKLAND CO REGISTRAR OF DEED		
	121615	RECORDING FEES	14.00
	121815	RECORDING FEES	14.00
TOTAL FOR: OAKLAND CO REGISTRAR OF DEED			28.00
00994	OAKLAND CO ROAD COMMISSION		
	012616	RECORDING FEES	14.00
	95389	TRAFFIC SIGNAL MAINTENANCE	853.22
TOTAL FOR: OAKLAND CO ROAD COMMISSION			867.22
06178	OAKLAND COUNTY		
	CLM0007164	OCT-DEC CLEMIS MEMBERSHIP USAGE FEE	13,172.75
	CLM0007176	OCT-DEC CLEMIS MEM USAGE FEE	1,712.50
	FRM0001341	OCT-DEC FRMS DEPT FEE	1,196.25
	SDS0004025	DEC SEWERAGE TREAT	997,983.43
TOTAL FOR: OAKLAND COUNTY			1,014,064.93

PAID  
 CITY OF ROYAL OAK  
 DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01007	OFFICE DEPOT		
	812677712001 BAL	BALANCE OWED	2.00
	813838606001	85793581 OFFICE SUPPLIES	35.45
	813838606002	85793581 OFFICE SUPPLIES	11.24
	814200614002	85793581 OFFICE SUPPLIES	2.29
	815541319001	85793581 OFFICE SUPPLIES	171.96
	815682966001	85793581 OFFICE SUPPLIES	247.20
	8156861267001	85793581 OFFICE SUPPLIES	212.12
	815860996001	85793581 OFFICE SUPPLIES	23.99
	815861268001	85793581 OFFICE SUPPLIES	119.98
	816138331001	85793581 OFFICE SUPPLIES	126.48
	816138467001	85793581 OFFICE SUPPLIES	199.99
	816461466001	85793581 OFFICE SUPPLIES	48.02
	816512513001	85793581 OFFICE SUPPLIES	86.44
	816551546001	85793581 OFFICE SUPPLIES	19.59
	816551838001	85793581 OFFICE SUPPLIES	102.35
	816551839001	85793581 OFFICE SUPPLIES	19.19
	816631628001	85793581 OFFICE SUPPLIES	146.09
	817086569001	CREDIT MEMO	(12.49)
	817223678001	85793581 OFFICE SUPPLIES	176.12
	817223678002	85793581 OFFICE SUPPLIES	15.57
	817938890001	85793581 OFFICE SUPPLIES	64.77
TOTAL FOR: OFFICE DEPOT			1,818.35
08851	OFFICE EXPRESS		
	203568-0	LIB/ROLL PAPER	153.98
	204524-0	LIB/PAPER	239.92
TOTAL FOR: OFFICE EXPRESS			393.90
08554	STEVEN ORASCO		
	2015/2016	BOOT ALLOWANCE, OPER LICENSE EXP REIMB, ODEN TRAINI	300.00
TOTAL FOR: STEVEN ORASCO			300.00
08249	O'REILLY AUTO		
	3327 402566	REPAIR PARTS	35.96
	3433-117833	REPAIR PARTS	12.99
TOTAL FOR: O'REILLY AUTO			48.95
12683	JENNIFER ORLETJKI		
	011516	CEO EXAM REG EXP REIMB	60.00
TOTAL FOR: JENNIFER ORLETJKI			60.00
06343	NANCY ORLETSKI		
	85512	DEANNA SEABOLD	200.00
	85998	DAVID PRYAL	150.00
TOTAL FOR: NANCY ORLETSKI			350.00
12910	EDWARD OTT SR		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: EDWARD OTT SR			13.50
12581	OVERDRIVE		
	0870-173039390-01	AUDIOVISUAL MEDIA	75.97
TOTAL FOR: OVERDRIVE			75.97

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
06525	PAETEC		
	4253909 1/16	PHONE SERVICE	666.51
	59074378	PHONE SERVICE	2,544.89
TOTAL FOR: PAETEC			3,211.40
11717	JOLI PAPARISTO		
	012516	DROP IN MONEY FALL FITNESS CLASSES	64.80
	WINTER 2016	FITNESS CLASSES	194.40
TOTAL FOR: JOLI PAPARISTO			259.20
06272	PARTNERS BOOK DISTRIBUTING		
	56306863	BOOKS	167.66
TOTAL FOR: PARTNERS BOOK DISTRIBUTING			167.66
RTAXX	PARTNERS TITLE AGENCY LLC		
	01/26/2016	Win Tax Refund 72-25-22-282-019	53.00
TOTAL FOR: PARTNERS TITLE AGENCY LLC			53.00
12664	PARTSMASTER		
	20975549	VISION PRO MAGNETIC BASE, VISION PRO HI POWER CORDL	272.28
	20976400	RAZOR CUTOFF WHEEL	65.21
	20978725	AUTOBAHN AUTO-ADJUST PLIERS	120.32
	20978726	AUTOBAHN AUTO-ADJUST PLIERS	120.32
TOTAL FOR: PARTSMASTER			578.13
08428	SHARI PEACOCK-NASH		
	1/20/16	SEMBOIA MO MEETING	20.00
TOTAL FOR: SHARI PEACOCK-NASH			20.00
12456	PERIPHERAL VISION		
	111109	SERCURITY SYSTEM FOR THE FIRE DEPARTMENT	3,274.37
	111110	2 ADDITIONAL NEW READERS	300.00
TOTAL FOR: PERIPHERAL VISION			3,574.37
02783	PERMA-BOUND		
	1659793-01	BOOKS	42.96
	1661576-01	AUDIOVISUAL MEDIA	16.96
TOTAL FOR: PERMA-BOUND			59.92
05809	PET BUTLER		
	25934-201601	LOCKMAN PK/PET WASTE SERVICE	43.33
	45195-201601	MARK TWAIN PK/PET WASTE SERVICE	268.67
TOTAL FOR: PET BUTLER			312.00
05056	PET SUPPLIES PLUS #5		
	01217138	SHELTER/SUPPLIES	5.10
	02124240	K9 SUPPLIES	67.46
TOTAL FOR: PET SUPPLIES PLUS #5			72.56
08380	PETROLEUM TRADERS CORP		
	970449	FUEL	12,604.25
TOTAL FOR: PETROLEUM TRADERS CORP			12,604.25

PAID  
 CITY OF ROYAL OAK  
 DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
07787	BRENDA PEZNOWSKI		
	32037	ROYAL OAK SR ESSENTIAL SERVICES	84.00
TOTAL FOR: BRENDA PEZNOWSKI			84.00
04252	DAVID PIETROSKI		
	83855	KIMBERLY PARSONS	150.00
	85276 1/16	ANGELICA SMITH	200.00
TOTAL FOR: DAVID PIETROSKI			350.00
01055	POCO SALES INC		
	32997	MESSAGE BOARD RENTAL	4,000.00
TOTAL FOR: POCO SALES INC			4,000.00
06006	PTE/ISN		
	I1009969	10 TON HIGH LIFT JACK ST P	288.75
	I959689	MULTI-PURPOSE DYE, GLOVES	259.76
	I984054	2000 WATT POWER INVERTER	226.55
TOTAL FOR: PTE/ISN			775.06
01992	PRINTING SYSTEMS, INC		
	93226	AV APPLICATION POSTCARDS	964.95
TOTAL FOR: PRINTING SYSTEMS, INC			964.95
01085	PRUDENTIAL HEALTHCARE GROUP		
	FEB 2016	PAYROLL	5,543.02
	FEBRUARY 2016	RETIREMENT	126.49
TOTAL FOR: PRUDENTIAL HEALTHCARE GROUP			5,669.51
01862	PUBLIC AGENCY TRAINING COUNCIL		
	201830	BODY CAMERAS, CITIZEN RECORDINGS/VAN NESS	295.00
	202339	CRIMINAL DRUG INTERDICTION TECH/YANCHO	295.00
TOTAL FOR: PUBLIC AGENCY TRAINING COUNCIL			590.00
08978	QUILL.COM		
	2227363	MKT/INK CARTRIDGE	123.89
	2334988	MKT/INK CARTRIDGE	97.98
TOTAL FOR: QUILL.COM			221.87
10070	RALPH C WILSON AGENCY INC		
	90042, 90043, 9004	MKT/LIQUOR BONDS	150.00
TOTAL FOR: RALPH C WILSON AGENCY INC			150.00
08354	RANGER FIREARM INSTRUCTION		
	121	ARMORERS COURSE (6)	990.00
TOTAL FOR: RANGER FIREARM INSTRUCTION			990.00
RTAXX	REAL ESTATE ETAX SERVICE LLC-ESCROW		
	01/26/2016	Win Tax Refund 72-25-16-430-015	617.71
TOTAL FOR: REAL ESTATE ETAX SERVICE LLC-ESCROW			617.71
01119	RECORDED BOOKS LLC		
	75271213	AUDIOVISUAL MEDIA	14.17
TOTAL FOR: RECORDED BOOKS LLC			14.17

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
09573	MIKE REED		
	012716	HOCKEY REFEREE	279.00
TOTAL FOR: MIKE REED			279.00
11124	GARY REGGIO		
	31909	ROYAL OAK SR ESSENTIAL SERVICES	45.00
	31910	ROYAL OAK SR ESSENTIAL SERVICES	150.00
TOTAL FOR: GARY REGGIO			195.00
12447	REMINGTON PAINT & WALLPAPER		
	011116	CT/WAITING AREA WALL REPAIR	320.00
TOTAL FOR: REMINGTON PAINT & WALLPAPER			320.00
02671	RICH AND ASSOCIATES INC		
	6356	DDA:PARKING STRUCTURE DESIGN	37,968.00
TOTAL FOR: RICH AND ASSOCIATES INC			37,968.00
07240	ROBIN RICHARDSON		
	011316	JR BOUNCE RENTAL	99.00
TOTAL FOR: ROBIN RICHARDSON			99.00
11718	TAMMY RISTAU		
	WINTER 2016	FITNESS CLASSES	342.00
TOTAL FOR: TAMMY RISTAU			342.00
02313	RIZZO SERVICES		
	90020016	1600 N CAMPBELL/SPECIAL PICK UP	300.00
TOTAL FOR: RIZZO SERVICES			300.00
07805	SUSAN ROBB		
	012516	PRESCHOOL SUPPLIES	497.70
TOTAL FOR: SUSAN ROBB			497.70
12911	CARLA ROCKER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: CARLA ROCKER			13.50
01157	ROSE PEST SOLUTIONS		
	30681060	SHELTER 1/8 PEST CONTROL	36.00
	30681244	CT 1/12 PEST CONTROL	54.00
	30681302	LAF PKG 1/6 PEST CONTROL	30.00
	30681317	MARKET 1/12 PEST CONTROL	42.00
	30681921	LAF PKG 1/6 BIRD MGMT	35.00
	30681922	SALT DOME 1/8 BIRD MGMT	35.00
	30681949	DPS 1/8 BIRD MGMT	29.00
TOTAL FOR: ROSE PEST SOLUTIONS			261.00
12931	EDWARD ROSETT		
	FEB 20-21, 2016	2014 NEC UPDATE SEMINAR/REA	175.00
TOTAL FOR: EDWARD ROSETT			175.00
12912	KRISTOPHER ROWE		
	DEC 14, 2015	JUROR FEE	26.00
TOTAL FOR: KRISTOPHER ROWE			26.00

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
02742	ROWERDINK INC		
	5075116	REPAIR PARTS	151.84
	5075553	BLOWER MOTOR	111.84
TOTAL FOR: ROWERDINK INC			263.68
05435	ROWLEYS BROS INC		
	2129183-00	GLASS CLEANER, DEGREASER, CAR CLEAN, WD-40,WIPER BL	586.16
	2129443-00	CREDIT MEMO	(50.00)
TOTAL FOR: ROWLEYS BROS INC			536.16
08650	ROYAL OAK FORD		
	360207	REPAIR PARTS	27.13
	360309	REPAIR PARTS	33.53
	360347	REPAIR PARTS	415.52
TOTAL FOR: ROYAL OAK FORD			476.18
06507	ROYAL OAK MISSIONARY CHURCH		
	012716	OCT-MARCH RENTAL OF PARKING LOT	600.00
TOTAL FOR: ROYAL OAK MISSIONARY CHURCH			600.00
06627	ROYAL PAINTING		
	102915	STARR HOUSE/EXTERIOR PAINTING	525.00
TOTAL FOR: ROYAL PAINTING			525.00
01178	SABISTON BUILDERS SUPPLY		
	761125	CEMENT	1,024.00
TOTAL FOR: SABISTON BUILDERS SUPPLY			1,024.00
07601	SAFARILAND, LLC		
	IO10-000009	FINGERPRINT PADS	110.50
	IO10-000011	DRUG TEST KITS	381.25
TOTAL FOR: SAFARILAND, LLC			491.75
12913	DANIEL SCHMELZER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: DANIEL SCHMELZER			13.50
12921	JEFFERY SCHMIDT		
	010616	HOLIDAY AUXILIARY PATROL	25.00
TOTAL FOR: JEFFERY SCHMIDT			25.00
12914	DUANE SCHUMACHER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: DUANE SCHUMACHER			13.50
07005	SEMACP		
	2016	DUES/O'CONOHUE,	120.00
TOTAL FOR: SEMACP			120.00
08356	SEMCAA		
	2016	DUES/DODGE, MAURICE, BONE	150.00
TOTAL FOR: SEMCAA			150.00

PAID  
 CITY OF ROYAL OAK  
 DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
01199	SERV-ICE REFRIGERATION INC RO111715	ARENA/GAS VALVE REPAIR ON HOT WATER HEATER	275.00
TOTAL FOR: SERV-ICE REFRIGERATION INC			275.00
12915	JANET SHEEHAN DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: JANET SHEEHAN			13.50
03783	SHERWIN WILLIAMS 09562-4	PAINT, BRUSHES	257.92
TOTAL FOR: SHERWIN WILLIAMS			257.92
01210	SHULTS EQUIPMENT LLC 0101755-IN	REPAIR PARTS	212.00
TOTAL FOR: SHULTS EQUIPMENT LLC			212.00
01221	SOCRRA BAS-1215S RO0116-1	DEC SPECIAL CHARGES 1/1-1/15 REFUSE, RECYLABLES & YW	1,108.99 181,518.00
TOTAL FOR: SOCRRA			182,626.99
01220	SONITROL TRI-COUNTY 0256483 0256701	CT FEB-APR MONITORING 300 S LAF FEB-APR MONITORING	342.00 330.00
TOTAL FOR: SONITROL TRI-COUNTY			672.00
08771	ANDREW SOPER 012716	HOCKEY REFEREE	403.00
TOTAL FOR: ANDREW SOPER			403.00
08429	KELLY SPANKE 1/20/16	SEMBOIA MO MEETING	20.00
TOTAL FOR: KELLY SPANKE			20.00
12916	MIRANDA SPERRY DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: MIRANDA SPERRY			13.50
06232	SPINA ELECTRIC CO SCM10097-0985 SI10097-32945 SI10097-33040	CREDIT MEMO ELECTRICAL SUPPLIES UNIT HTR	(170.18) 170.18 170.18
TOTAL FOR: SPINA ELECTRIC CO			170.18
12917	SANDRA STANEK DEC 14, 2015	JUROR FEE	28.00
TOTAL FOR: SANDRA STANEK			28.00
01252	STATE OF MICHIGAN D44 1530-02 11/15	OCT-DEC SOFTWARE SUPPORT FEE	10,318.45
TOTAL FOR: STATE OF MICHIGAN			10,318.45

PAID  
 CITY OF ROYAL OAK  
 DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
02416	STATE OF MICHIGAN WLW16-6	WHEEL LOAD WEIGHER CALIBRATION	290.00
TOTAL FOR: STATE OF MICHIGAN			290.00
07643	SUBURBAN ARENA MNGMT ROYAL OAK 1199	ARENA W/E 1/17	19,470.61
TOTAL FOR: SUBURBAN ARENA MNGMT ROYAL OAK			19,470.61
07747	SUBURBAN SPORTS COMMUNICATIONS LLC 14196	TRY HOCKEY FOR FREE AD	79.00
TOTAL FOR: SUBURBAN SPORTS COMMUNICATIONS LLC			79.00
03985	SYSTEMS DUPLICATING COMP INC 104509	NOTICE TO APPEAR FORM	1,060.22
TOTAL FOR: SYSTEMS DUPLICATING COMP INC			1,060.22
08676	STEVEN TEICHOW 12/15/15-12/16/16 12/15-12/16/15	PEPPERBALL INSTRUCTOR SCHOOL/CHIPMAN, YANCHO PEPPERBALL INSTRUCTOR SCHOOL/TEICHOW, BAROKY	96.05 96.05
TOTAL FOR: STEVEN TEICHOW			192.10
06441	TERRA CONTRACTING SERVICES LLC S1401	PERFORMANCE GUARANTEE REFUND	100,000.00
TOTAL FOR: TERRA CONTRACTING SERVICES LLC			100,000.00
01322	TESTING ENGINEERS & CONLTS 133058 133059 133071	ASPHALT PAVING EXTRACTION CONCRETE CYLINDERS CONCRETE CYLINDERS, CERTIFED FIELD REP	494.90 15.15 169.68
TOTAL FOR: TESTING ENGINEERS & CONLTS			679.73
12877	THE LEX FIRM PC 15-29713	JOEL RICHARDSON	200.00
TOTAL FOR: THE LEX FIRM PC			200.00
12850	THE THOMAS COMPANY 110215	STARR HOUSE/REBUILT PORCH	3,000.00
TOTAL FOR: THE THOMAS COMPANY			3,000.00
12918	KAREN TROMPETER DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: KAREN TROMPETER			13.50
01369	TWI TIRE WHOLESALERS 391719-00	TIRES	1,277.24
TOTAL FOR: TWI TIRE WHOLESALERS			1,277.24
09807	UNA TWORK 32011	ROYAL OAK SR ESSENTIAL SERVICES	66.00
TOTAL FOR: UNA TWORK			66.00

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
02319	UNIQUE MANAGEMENT SERVICES INC		
	417639	LIB/RECOVERY SERVICE	116.10
TOTAL FOR: UNIQUE MANAGEMENT SERVICES INC			116.10
12934	US FLEET TRACKING		
	136798	CID VEHICLE TRACKER ANNUAL SERVICE	479.40
TOTAL FOR: US FLEET TRACKING			479.40
RTAXX	VANDAM, ERIC J		
	01/26/2016	Sum Tax Refund 72-25-15-358-082	2,061.31
TOTAL FOR: VANDAM, ERIC J			2,061.31
12932	VENTO DECORATIVE CONCRETE		
	42283	BOND REFUND	2,000.00
TOTAL FOR: VENTO DECORATIVE CONCRETE			2,000.00
11720	GINGER VISINGARDI		
	012516	DROP IN MONEY FALL FITNESS CLASSES	7.20
	WINTER 2016	FITNESS CLASSES	144.00
TOTAL FOR: GINGER VISINGARDI			151.20
12919	TODD WARNER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: TODD WARNER			13.50
03545	THOMSON REUTERS - WEST		
	833212645	DEC INFORMATION CHARGES	222.79
	833239392	DEC INFORMATION CHARGES	240.79
	833302010	DISCOUNT PLAN CHARGES	293.05
TOTAL FOR: THOMSON REUTERS - WEST			756.63
12390	BRANNON S. WICKHAM		
	WINTER 2016	FITNESS CLASSES	190.80
TOTAL FOR: BRANNON S. WICKHAM			190.80
09802	RYAN WILK		
	012716	HOCKEY REFEREE	279.00
TOTAL FOR: RYAN WILK			279.00
12920	LAURA WOESSNER		
	DEC 14, 2015	JUROR FEE	13.50
TOTAL FOR: LAURA WOESSNER			13.50
09794	WOLVERINE FREIGHTLINER		
	423467	REPAIR PARTS	7.52
TOTAL FOR: WOLVERINE FREIGHTLINER			7.52
10536	YOUNG REMBRANDTS		
	732	CARTOON CLASS	225.12
TOTAL FOR: YOUNG REMBRANDTS			225.12

PAID  
CITY OF ROYAL OAK  
DISBURSEMENTS FROM 02/02/2016 TO 02/02/2016

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01467	ZEE MEDICAL SERVICE CO		
	32088	ROYAL OAK SR ESSENTIAL SERVICES	24.00
TOTAL FOR: ZEE MEDICAL SERVICE CO			24.00
12602	STEVEN ZEHNDER		
	83559	CATHERINE SHEA	200.00
	85894	TIMOTHY SANDRIDGE	200.00
TOTAL FOR: STEVEN ZEHNDER			400.00
12726	ZUPPKE LAW		
	15RO10509	DAVID KAISER	200.00
	15RO10794	ROBERT BENITEZ	200.00
	15RO11909	FAHMIDA SULTANA HASIB	200.00
TOTAL FOR: ZUPPKE LAW			600.00
08772	DANIEL ZYWICK		
	012716	HOCKEY REFEREE	93.00
TOTAL FOR: DANIEL ZYWICK			93.00
TOTAL - ALL VENDORS			2,135,323.77

**PAYROLL #172**

PAYROLL DATE: 2/5/2016

FIFTH THIRD BANK 573,259.87 (Wire)

FIRST MERIT - PAYROLL (Net) 5,304.39 (Wire)

IRS - 178,376.72 (Wire)  
FED. W/H 96,943.24 **Electronic withdrawal**  
SOC SEC 56,603.02 **on 2-5-2016**  
MEDICARE 24,830.46

SITW 30,534.37

FRIEND OF THE COURT 1,651.94 MISDU (Wire)

FRIEND OF THE COURT (MA)

FRIEND OF THE COURT (MO) 184.62

ICMA 43,232.87 (Wire)

NATIONWIDE 41,608.73 (Wire)

MERS 6,620.03

MICHIGAN EDUCATION TRUST 148.00

CHAPTER 13

TAX LEVY 229.42

GARNISHMENTS 20.00

UNION DUES 12,532.36

PSA 418.00  
POA 2817.75  
Command 715.00  
Detectives 364.00  
DPS 2458.10  
Fire 4752.51  
TPOAM 899.00  
Parking 108.00

TASC 4,297.73

Worker's Comp Offset\*

\*Note: Not incl'd in total

GRAND TOTAL 898,001.05

## Approval of Purchase Order

January 27, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

The following resolution is recommended for adoption:

**Be it resolved**, the city commission approves the following requisitions/purchase orders for fiscal year 2015-16:

Requisition #	R004207
Vendor:	Advanced Wireless Telecom
Requesting approval for:	\$15,060
Price Source:	quote
Budgeted:	\$15,100
Department / Fund:	police / public safety
Description:	CPE support services maintenance plan

Respectfully submitted,  
Julie Rudd  
Finance Director

Approved,



Donald E. Johnson  
City Manager

**Approval of Assessment Review §17 Ordinance Amendments  
Second Reading**

February 5, 2016 Revised

The Honorable Mayor Ellison and  
Members of the City Commission:

Upon a request from the city assessor, several sections of the city's code in Chapter 17 Assessment Review were amended to bring the city's code into alignment with the Michigan General Property Tax Act. The city commission considered the amended version of the ordinance on first reading on January 25, 2016 and the resolution to approve was passed unanimously.

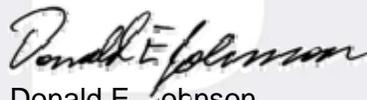
The amended ordinance is now presented for second reading. If the city commission approves the following resolution is recommended for adoption:

**Be it resolved**, the city commission approves the Assessment Review §17 Ordinance Amendments on second reading.

Respectfully submitted,  
Delores Mayer  
Assistant City Attorney

Carol Schwanger  
Legal Administrative Assistant to the City Attorney  
Administrative Assistant to the City Manager

Approved,



Donald E. Johnson  
City Manager

CITY OF ROYAL OAK

ORDINANCE 2016 - \_\_\_\_

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ROYAL OAK TO CORRECT THE DATE OF TAX DAY (§17-1); TO CLARIFY LANGUAGE CONCERNING COMPLETION OF THE ASSESSMENT ROLL (§17-2); TO CLARIFY THE MEETINGS OF THE BOARD OF REVIEW AND ADD LANGUAGE TO THE REVIEW OF ASSESSMENTS BY THE BOARD OF REVIEW REGARDING AGENT REPRESENTATION OF TAXPAYERS AND LIMITED LIABILITY COMPANIES (§17-3)**

THE CITY OF ROYAL OAK ORDAINS:

SECTION 1. SHORT TITLE. This Ordinance shall be known as and may be cited as the “2016 Amendment to the City of Royal Oak Assessment Review Ordinance.”

SECTION 2. STATEMENT OF PURPOSE. This is an ordinance to amend the City Code at Chapter 17, “Assessment Review” to correct the date of tax day (§17-1); to eliminate antiquated language (§17-2); to eliminate antiquated language and clarify language regarding meetings of the Board of Review (§17-3); to add language specifying requirements of agent representation of taxpayers and limited liability companies before the Board of Review (§17-3); and to eliminate antiquated language (§17-4). .

SECTION 3. AMENDMENT AT SECTION 17-1. The Royal Oak City Code, Chapter 17 “Assessment Review”, is hereby amended at Section 17-1, “Tax Day”, which shall now read as follows:

**§17-1. Tax Day**

December 31<sup>st</sup> of each year shall be the tax day in the City of Royal Oak, Michigan. The taxable status of persons and real and personal property shall be determined as of the tax day.

SECTION 4. AMENDMENT AT SECTION 17. ASSESSMENT REVIEW. The Royal Oak City Code, Chapter 17 “Assessment Review”, is hereby amended at Section 17-2, “Completion of assessment roll”, which shall now read as follows:

**§17-2. Completion of assessment roll.**

The City Assessor shall, on or before the first Monday in March in each year, make and complete an assessment roll.

SECTION 5. AMENDMENT AT SECTION 17. The Royal Oak City Code, Chapter 17 “Assessment Review”, is hereby amended at Section 17-3, “Completion of Assessment Roll”, which shall now read as follows:

**§17-3. Review of assessments by Board of Review.**

The Board of Review shall meet, as required by law, to examine, review and correct the assessment roll, at the Royal Oak City Hall at 9:00 a.m. on the Tuesday immediately following the first Monday in March and shall continue in session as long as may be necessary to complete the review. The Board shall meet for a period of at least six hours in each day during said review and shall hold at least two evening sessions of not less than two hours each during said review. The review of assessments shall be completed not later than the Wednesday following the first Monday in April. The City Clerk shall give public notice in a newspaper of general circulation in the City of Royal Oak of the date, time and place of the meeting of the Board of Review at least one week prior to the time of the meeting.

Any agent representing a taxpayer shall present a written letter of authorization to the Board of Review at the time of his/her appointment. The letter of authorization shall state that the representative is allowed to appear before the City of Royal Oak Board of Review. Each individual letter of authorization shall also include: 1) a single parcel identification number; 2) the name of the authorized agent; 3) an original signature of the authorizing person; 4) the date of the signature. A property owner or agent representing the taxpayer must provide articles of organization for a limited liability company to prove ownership.

SECTION 6. AMENDMENT AT SECTION 17. The Royal Oak City Code, Chapter 17 "Assessment Review", is hereby amended at Section 17-4, "Statutory authority", which shall now read as follows:

**§17-4. Statutory authority.**

This chapter is adopted pursuant to the provisions of the General Property Tax Act which authorizes such changes in the making, completing and reviewing of the assessment roll as herein made, any provisions of the City Charter to the contrary notwithstanding.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 8. SAVINGS. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

SECTION 9. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect ten (10) days after the final passage thereof.



**Grant of Easement for Public Water Main,  
Sanitary Sewer and Storm Water Detention Facilities  
Kroger Development Site**

September 1, 2015

The Honorable Mayor Ellison and  
Members of the City Commission:

Easement agreements have been developed for the operation and maintenance of a new public water main and sanitary sewer, and for shared storm water detention facilities at the Kroger development project located on the south side of 12 Mile Road west of Stephenson Highway. The easement documents are shown in attachments 1 through 5. The easement agreements have been executed by the two property owners, the Kroger Co. of Michigan, of Novi, Michigan (Attachments 1, 2 and 3) and S-12 Partners, LLC of Royal Oak Michigan (Attachments 4 and 5) who is the owner of the two newly created out lots that will front on 12 Mile Road. The new utilities and detention system will be installed at 100% of the property owner's expense.

The city attorney has reviewed the grant of easement agreements and approved them as to form. If the city commission is in agreement, the following resolution is recommended for approval:

**Be it resolved**, that the mayor and city clerk be authorized to execute the grant of easement agreements with the Kroger Co. of Michigan, of Novi, Michigan for the new public water main, sanitary sewer and storm water detention facilities at the Kroger development site.; and

**Be it finally resolved**, that the mayor and city clerk be authorized to execute the grant of easement agreements with S-12 Partners, LLC, of Royal Oak, Michigan for the new public water main and sanitary sewer at the Kroger development site

Respectfully submitted,  
Matthew J. Callahan, P.E.  
City Engineer

Approved,

Donald E. Johnson  
City Manager

5 Attachments

# Attachment 1

## Grant of Easement – Sanitary Sewer

This Grant of Easement -Sanitary Sewer (the "Agreement") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witnesseth:

Know all these men by these presents, that for and in consideration of the sum of One and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **The Kroger Co. of Michigan, a Michigan Corporation** whose address is **40399 Grand River Avenue, Suite 110, Novi, MI 48375**, does hereby grant to the "GRANTEE", the **City of Royal Oak, a Michigan municipal corporation, with principal offices at 211 Williams Street, Royal Oak, Michigan**, a nonexclusive, perpetual easement in, over, upon, through and under the easement area, which is part of the premises defined below.<sup>3</sup>

### Property Description

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

Lot 34 and the North 1/2 of vacated Derby Avenue (60 feet wide), lots 35 through 85 (both inclusive) and part of lot 86, including all of vacated Bellaire Avenue (60 feet wide) and all of vacated alley adjacent to said Lots, J. A. Berridge Super Sub., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats, and part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, all being more particularly described as follows: Commencing at the Northeast corner of lot 97 of J.A. Berridge Super Sub.; thence S01°44'27"E, 241.53 feet along the west line of Stephenson Highway to the point of beginning of the following described parcel; thence continuing S01°44'27"E, 1148.47 feet along the west line of Stephenson Highway to the southeast corner of the North 1/2 of vacated Derby Avenue; thence S89°25'56"W, 114.67 feet along the south line of the north 1/2 of vacated Derby Avenue to the west line of J.A. Berridge Super Sub and the east line of F.P. Taipale Sub. No. 1, as recorded in Liber 71, Page 37; thence

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N01°43'13"W, 38.80 feet along the west line of J.A. Berridge Super Sub. and the east line of F.P. Taipale Sub. No. 1, to the northeast corner of F.P. Taipale Sub. No. 1; thence S88°26'48 "W, 435.92 feet along the north line of F.P. Taipale Sub. No. 1 to a found concrete monument being the northwest corner of lot 17 of Mark's Gardenia Sub., recorded in Liber 83, Page 26; thence N01°36'30"W, 511.70 feet along the east line of Assessor's' Plat No. 32, as recorded in Liber 28, Page 34, to the intersection of the south line of Bellaire Avenue, extended east, and the east line of Parkview Subdivision as recorded in Liber 39, Page 12; thence N88°21'53"E, 30.00 feet along the south line of Bellaire Avenue, extended east, to a point on the east line of Edgeworth Avenue (60 feet wide); thence N01°36'30"W, 598.05 feet; thence 16.50 feet along a 30.00 foot radius curve to the left said curve having a central angle of 31°30'34" and a chord of S75°59'10"E, 16.29 feet; thence N88°15'33"E 245.23 feet; thence 23.14 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 88°24'00" and a chord of N44°03'33"E, 20.91 feet; thence N00°08'27"W, 73.33 feet; thence 13.83 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 15°51'01" and a chord of N08°03'58"W, 13.79 feet; thence N15°59'28"W, 55.64 feet; thence 13.83 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 15°51'01" and a chord of N08°03'58"W, 13.79 feet; thence N00°08'27"W, 24.12 feet; thence 59.52 feet along a 78.00 foot radius curve to the left, said curve having a central angle of 43°43'11" and a chord of N22°00'02"W, 58.08 feet; thence N89°25'56"E, 98.97 feet along the south right of way line of 12 Mile Road (120 feet wide); thence 60.55 feet along a 78.00 foot radius curve to the left, said curve having a central angle of 44°28'28" and a chord of S22°05'47"W, 59.04 feet; thence S00°08'27"E, 27.07 feet; thence 7.38 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 08°27'37" and a chord of S04°05'21"W, 7.38 feet; thence S08°19'10"w, 60.57 feet; thence 7.38 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 08°27'37" and a chord of S04°05'21"W, 7.38 feet; thence S00°08'27"E, 75.03 feet; thence 23.98 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 91°36'00" and a chord of S45°56'27"E, 21.51 feet; thence N88°15'33"E, 194.92 feet; thence 6.18 feet along a 30.00 foot radius curve to the left, said curve having a central angle of 11°47'41" and a chord of N82°21'42"E, 6.16 feet to the Point of Beginning. Containing 13.89 acres, more or less. Subject to any easements or restrictions of use or record.

Said Sanitary Sewer easement (the "Easement") is specifically described as follows:

### **Sanitary Sewer Easement "A"**

An easement for sanitary sewer purposes, over and across part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, being more particularly described as follows: Commencing at Northeast corner of lot 97 of J. A. Berridge Super Sub., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence S89°25'56"W, 114.17 feet along the south

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right of way line of 12 Mile Road to the northwest corner of J.A. Berridge Super Sub; thence continuing S89°25'56"W, 403.34 feet along the south line of 12 Mile Road, thence S01°36'30"E, 519.63 feet along the east line of N. Edgeworth Avenue to the Point of Beginning of the following described Easement; thence N88°15'33"E, 292.61 feet; thence N01°44'27"W, 307.87 feet; thence N88°15'33"E, 10.67 feet; thence S00°08'27"E, 25.59 feet; thence 8.35 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 31°53'54" and a chord of S16°05'24"E, 8.24 feet; thence S01°44'27"E, 286.30 feet; thence S88°15'33"W, 304.63 feet; thence N01°36'30"W, 12.00 feet along the east line of N. Edgeworth Avenue to the Point of Beginning.

The location and legal description of the Easement granted herein is shown on the attached **Exhibit Map, Sanitary Sewer Easements**, attached hereto and incorporated herein by reference. (collectively, the "Easement Area").

Said Easement and right-of-way shall be for the purposes of: repairing, maintaining and operating **Sanitary Sewer** in, over, upon, through, and under the premises hereinabove described; and rectifying any city code violation within said Easement.

This Easement is granted subject to the following terms and conditions:

1. The GRANTOR is solely responsible for all costs associated with the installation of said **Sanitary Sewer**.
2. The GRANTEE is responsible for the repair and maintenance of said public sewer utilities and appurtenances upon acceptance of final construction completion of the development.
3. That GRANTEE, in the repair and maintenance of said **Sanitary Sewer**, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences or appurtenances, above or underground within the area, and shall promptly restore the surface of the ground as depicted on approved site plans, at its sole cost and expense, to the same condition in which it was before the state of any future repair or maintenance work, as near as such restoration can be made.
4. For the purposes herein set out, the GRANTEE, its officers, employees, agents, licensees, successors and assigns shall at all time have the right and privilege of access to the premises hereinabove described.

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5. Grantor's Rights. GRANTOR also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by GRANTEE and other owners of said public utilities. If the GRANTOR or any of GRANTOR'S successors or assigns shall dedicate all or any part of the property affected by this Easement, the GRANTEE and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the Easement right granted herein.
6. Nonexclusive Easement. The Easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement. This Easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.
7. Insurance. GRANTEE acknowledges that it has insurance coverage through the Michigan Municipal Risk Authority.
8. Liability of Grantee. The GRANTEE, by acceptance and execution of this Agreement, shall be solely responsible to the GRANTOR, and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of the GRANTOR, paid or incurred by the GRANTOR, arising out of, or incident to, the actions, including but not limited to, any maintenance, repairs or replacement of the public utilities pursuant to paragraph 3 of this Agreement on, or appurtenant to, the Easement, by the GRANTEE, its designee, agents, employees or any person(s) under oral or written contract with the GRANTEE; provided, however, GRANTEE shall not be responsible for any claims resulting from the actions or negligence of GRANTOR or that of third parties who are not agents, employees or successors of GRANTEE.
9. This Easement shall be deemed to be a covenant running with the land and

# Attachment 1

shall be binding upon the successors and assigns of the parties.

This instrument shall be binding upon and inure to the benefit of the GRANTOR and the GRANTEE described above, their successors and assigns.

In witness whereof, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**The Kroger Co. of Michigan,  
A Michigan Corporation - GRANTOR**

By  \_\_\_\_\_  
Jayne Homco, President

**City of Royal Oak - GRANTEE:**

By \_\_\_\_\_  
James B. Ellison, Mayor

And \_\_\_\_\_  
Melanie Halas, City Clerk

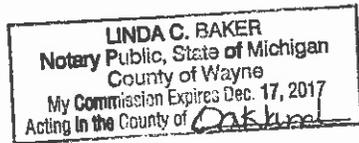
**Approved as to form:**

\_\_\_\_\_  
Mark Liss, Interim City Attorney

# Attachment 1

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 25  
\_\_\_\_\_ day of January, 2016, by Jayne Homco, President of The  
Kroger Co. of Michigan, a Michigan Corporation on behalf of said GRANTOR.



*Linda C. Baker*  
Notary Public, acting in Oakland  
County, MI

\_\_\_\_\_  
My Commission expires 12-17-17

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, by James B. Ellison, Mayor and Melanie Halas,  
City Clerk of the City of Royal Oak, a Michigan Municipal Corporation, GRANTEE.

\_\_\_\_\_  
Notary Public, acting in Oakland  
County, MI

\_\_\_\_\_  
My Commission expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mark Liss, Interim City Attorney  
211 Williams Street  
Royal Oak, MI 48067  
(248)246-3240

When Recorded Return to:

City Clerk's Office  
City of Royal Oak  
211 Williams Street  
Royal Oak, MI 48067



# Attachment 2

## Grant of Easement - Storm Water Detention Facilities

This Grant of Easement - Storm Water Detention Facilities (the "Agreement") effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witnesseth:

Know all these men by these presents, that for and in consideration of the sum of One and 0/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **The Kroger Co. of Michigan, a Michigan Corporation** whose address is **40399 Grand River Avenue, Suite 110, Novi, MI 48375**, does hereby grant, bargain, sell and convey to the "GRANTEE", the **City Of Royal Oak, a Michigan municipal corporation, with principal offices at 211 Williams Street, Royal Oak, Michigan**, a perpetual easement and right-of-way in, over, upon, through and under the following described premises:

### Property Description

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

Lot 34 and the north 1/2 of vacated Derby Avenue (60 feet wide), lots 35 through 85 (both inclusive) and part of lot 86, including all of vacated Bellaire Avenue (60 feet wide) and all of vacated alley adjacent to said Lots, J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats, and part of the northwest 1/4 of

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Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, all being more particularly described as follows: Commencing at the northeast corner of Lot 97 of J.A. Berridge Super Sub.; thence  $S01^{\circ}44'27''E$ , 241.53 feet along the west line of Stephenson Highway to the point of beginning of the following described parcel; thence continuing  $S01^{\circ}44'27''E$ , 1148.47 feet along the west line of Stephenson Highway to the southeast corner of the north 1/2 of vacated Derby Avenue; thence  $S89^{\circ}25'56''W$ , 114.67 feet along the south line of the north 1/2 of vacated Derby Avenue to the west line of J.A. Berridge Super Sub and the east line of F.P. Taipale Sub. No. 1, as recorded in Liber 71, Page 37; thence  $N01^{\circ}43'13''W$ , 38.80 feet along the west line of J.A. Berridge Super Sub. and the east line of F.P. Taipale Sub. No. 1, to the northeast corner of F.P. Taipale Sub. No. 1; thence  $S88^{\circ}26'48''W$ , 435.92 feet along the north line of F.P. Taipale Sub. No. 1 to a found concrete monument being the northwest corner of Lot 17 of Mark's Gardenia Sub., recorded in Liber 83, Page 26; thence  $N01^{\circ}36'30''W$ , 511.70 feet along the east line of Assessor's Plat No. 32, as recorded in Liber 28, Page 34, to the intersection of the south line of Bellaire Avenue, extended east, and the east line of Parkview Subdivision as recorded in Liber 39, Page 12; thence  $N88^{\circ}21'53''E$ , 30.00 feet along the south line of Bellaire Avenue, extended east, to a point on the east line of Edgeworth Avenue (60 feet wide); thence  $N01^{\circ}36'30''W$ , 598.05 feet; thence 16.50 feet along a 30.00 foot radius curve to the left said curve having a central angle of  $31^{\circ}30'34''$  and a chord of  $S75^{\circ}59'10''E$ , 16.29 feet; thence  $N88^{\circ}15'33''E$  245.23 feet; thence 23.14 feet along a 15.00 foot radius curve to the left, said curve having a central angle of  $88^{\circ}24'00''$  and a chord of  $N44^{\circ}03'33''E$ , 20.91 feet; thence  $N00^{\circ}08'27''W$ , 73.33 feet; thence 13.83 feet along a 50.00 foot radius curve to the left, said curve having a central angle of  $15^{\circ}51'01''$  and a chord of  $N08^{\circ}03'58''W$ , 13.79 feet; thence  $N15^{\circ}59'28''W$ , 55.64 feet; thence 13.83 feet along a 50.00 foot radius curve to the right, said curve having a central angle of  $15^{\circ}51'01''$  and a chord of  $N08^{\circ}03'58''W$ , 13.79 feet; thence  $N00^{\circ}08'27''W$ , 24.12 feet; thence 59.52 feet along a 78.00 foot radius curve to the left, said curve having a central angle of  $43^{\circ}43'11''$  and a chord of  $N22^{\circ}00'02''W$ , 58.08 feet; thence  $N89^{\circ}25'56''E$ , 98.97 feet along the south right of way line of 12 Mile Road (120 feet wide); thence 60.55 feet along a 78.00 foot radius curve to the left, said curve having a central angle of  $44^{\circ}28'28''$  and a chord of  $S22^{\circ}05'47''W$ , 59.04 feet; thence  $S00^{\circ}08'27''E$ , 27.07 feet; thence 7.38 feet along a 50.00 foot radius curve to the right, said curve having a central angle of  $08^{\circ}27'37''$  and a chord of  $S04^{\circ}05'21''W$ , 7.38 feet; thence  $S08^{\circ}19'10''W$ , 60.57 feet; thence 7.38 feet along a 50.00 foot radius curve to the left, said curve having a central angle of  $08^{\circ}27'37''$  and a chord of  $S04^{\circ}05'21''W$ , 7.38 feet; thence  $S00^{\circ}08'27''E$ , 75.03 feet; thence 23.98 feet along a 15.00 foot radius curve to the left, said curve

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having a central angle of  $91^{\circ}36'00''$  and a chord of  $S45^{\circ}56'27''E$ , 21.51 feet; thence  $N88^{\circ}15'33''E$ , 194.92 feet; thence 6.18 feet along a 30.00 foot radius curve to the left, said curve having a central angle of  $11^{\circ}47'41''$  and a chord of  $N82^{\circ}21'42''E$ , 6.16 feet to the point of beginning. Containing 13.89 acres, more or less. Subject to any easements or restrictions of use or record.

Said storm water detention facilities easement (the "Easement") is specifically described as follows:

### **Storm Water Detention Facilities Easement**

An easement for storm water detention facility purposes, over and across part of the Northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, being more particularly described as follows Commencing at Northeast corner of Lot 97 of J. A. BERRIDGE SUPER SUB., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence  $S01^{\circ}44'27''E$ , 1170.17 feet along the West line of Stephenson Highway to the point of beginning of the following described Easement; thence continuing  $S01^{\circ}44'27''E$ , 179.06 feet along the West line of Stephenson Highway to the easterly extension of the North line of F.P. TAIPALE SUB. NO. 1, as recorded in Liber 71, Page 37; thence  $S88^{\circ}26'48''W$ , 475.76 feet along said easterly extension and the North lines of F.P. TAIPALE SUB. NO. 1 and MARK'S GARDENIA SUB., recorded in Liber 83, Page 26; thence  $N01^{\circ}44'27''W$ , 84.34 feet; thence  $N46^{\circ}35'10''E$ , 102.61 feet; thence  $N81^{\circ}37'12''E$ , 47.32 feet; thence  $N88^{\circ}16'07''E$ , 206.24 feet; thence  $N62^{\circ}14'33''E$ , 44.47 feet; thence  $N88^{\circ}15'33''E$ , 105.90 feet to the Point of Beginning.

Said Easement and right-of-way shall be for the purposes of: accessing and inspecting the **Storm Water Detention Facilities** in, over, upon, through, and under the premises hereinabove described; and rectifying any city code violation within said Easement.

The **Storm Water Detention Facilities**, as referred to herein, shall be defined as detention basins and all discharge piping and appurtenances. Appurtenances shall include, but not be limited to, fencing, pumps, catch basins, paved open channels, all surface stabilization in and around the detention basins and headwalls, end sections, and bar screens for pipes.

This Easement is granted subject to the following terms and conditions:

## Attachment 2

1. The GRANTOR is solely responsible for all costs associated with installing, repairing, maintaining, and operating the **Storm Water Detention Facilities** involved in this Easement.
2. That GRANTEE shall have the right and privilege to rectify any City of Royal Oak code violation within this Easement if the GRANTOR or its officers, employees, agents, licensees, successors, or assigns shall fail to commence work on compliance within twenty-one (21) days from the date of written notification by the GRANTEE of a violation unless emergency circumstances dictate immediate compliance. All costs incurred by the GRANTEE in rectifying a code violation shall be assessed to the GRANTOR.
3. The GRANTEE, in rectifying a city code violation within this Easement, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences, or appurtenances, above or underground within the area, and shall promptly restore the surface of the ground as depicted on approved site plans, to rectify an code violation, as near as such restoration can be made.
4. Notices from the GRANTEE required herein shall be in writing and shall be delivered or sent by certified mail to the GRANTOR at:

**Address:** 40399 Grand River Avenue, Suite 110  
Novi, MI 48375  
**Ph:** 248-536-1500  
**Attn:** Facilities Engineering Manager

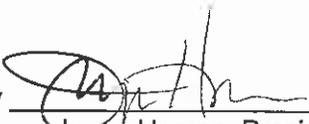
5. For the purposes herein set out, the GRANTEE, its officers, employees, agents, licensees, successors, and assigns shall at all times have the right and privilege of access to the Easement hereinabove described.
6. The GRANTOR agrees that no buildings or permanent structures of any nature whatsoever shall be built or placed upon said Easement unless written consent therefore is obtained from the city engineer for the City of Royal Oak.
7. This Easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties. The GRANTOR grants with the intent that the City of Royal Oak shall hold this property interest together with all the rights and appurtenances arising therefrom, along with its successors and assigns forever, and the GRANTOR is hereby bound, together with all his heirs, executors, administrators, or successors to warrant and forever defend the Easement unto the City of Royal Oak, its successors and assigns, against every person lawfully claiming the Easement or any part of it.

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This instrument shall be binding upon and inure to the benefit of the GRANTOR and the GRANTEE described above, their successors and assigns.

In witness whereof, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**The Kroger Co. of Michigan,  
A Michigan Corporation - GRANTOR**

By  \_\_\_\_\_  
Jayne Homco, President

**City of Royal Oak - GRANTEE:**

By \_\_\_\_\_  
James B. Ellison, Mayor

And \_\_\_\_\_  
Melanie Halas, City Clerk

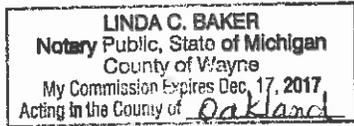
**Approved as to Form:**

\_\_\_\_\_  
Mark Liss, Interim City Attorney

Attachment 2

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_  
25 day of January, 2016, by Jayne Homco, President of The  
Kroger Co. of Michigan, a Michigan Corporation on behalf of said Grantor.



*Linda C. Baker*  
Notary Public, acting in Oakland  
County, MI

My Commission expires 12-17-17

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, by James B. Ellison, Mayor and Melanie  
Halas, City Clerk of the CITY OF ROYAL OAK, a Michigan Municipal  
Corporation, Grantee.

\_\_\_\_\_  
Notary Public, acting in Oakland  
County, MI

My Commission expires \_\_\_\_\_

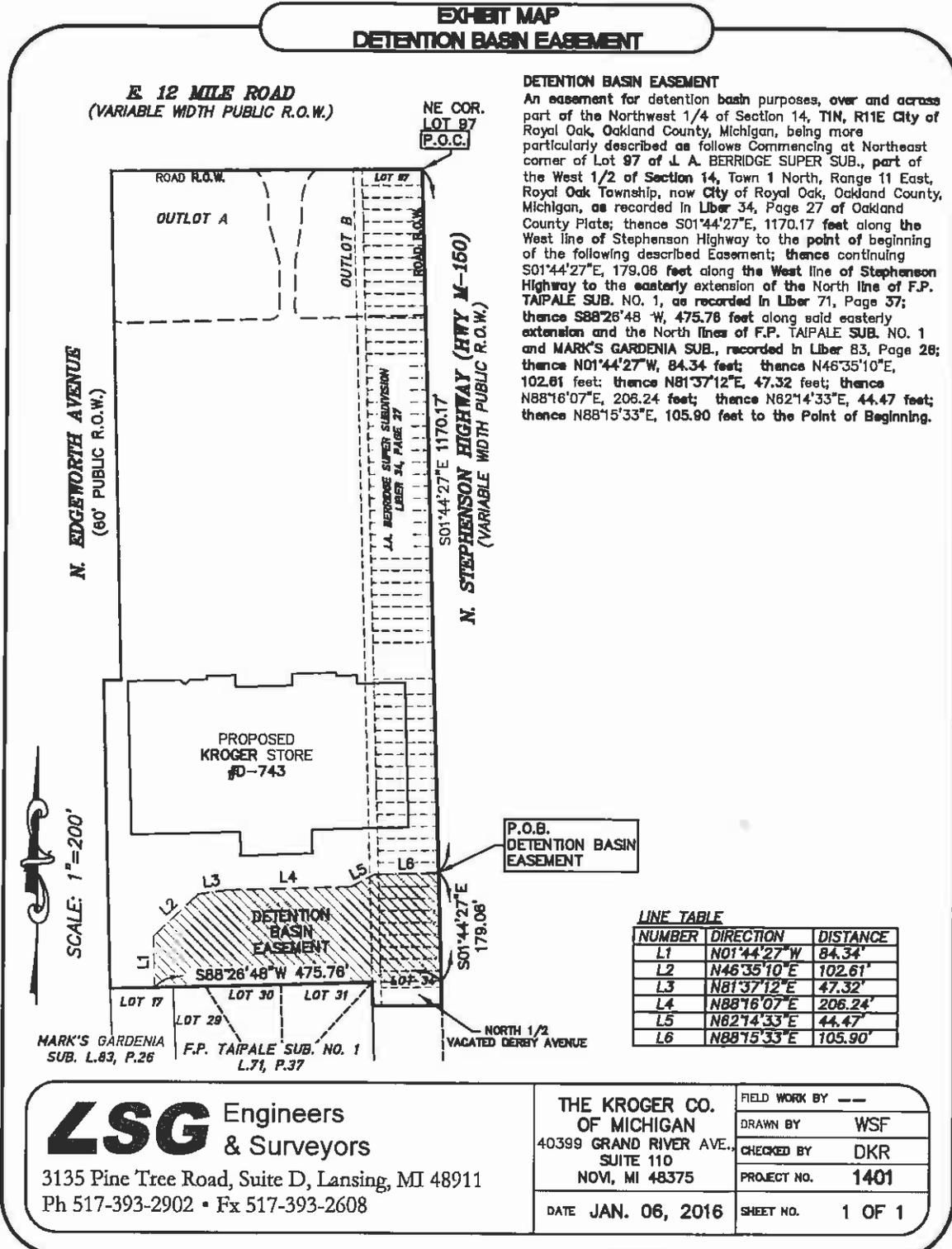
Approved as to form:

When Recorded Return to:

\_\_\_\_\_  
Mark Liss, Interim City Attorney  
211 Williams Street  
Royal Oak, MI 48067  
(248) 246-3240

City Clerk's Office  
City of Royal Oak  
211 Williams Street  
Royal Oak, MI 48067

**EXHIBIT MAP  
DETENTION BASIN EASEMENT**



**DETENTION BASIN EASEMENT**  
An easement for detention basin purposes, over and across part of the Northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, being more particularly described as follows Commencing at Northeast corner of Lot 97 of J. A. BERRIDGE SUPER SUB., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plat; thence S01'44'27"E, 1170.17 feet along the West line of Stephenson Highway to the point of beginning of the following described Easement; thence continuing S01'44'27"E, 179.08 feet along the West line of Stephenson Highway to the easterly extension of the North line of F.P. TAIPALE SUB. NO. 1, as recorded in Liber 71, Page 37; thence S88'26'48" W, 475.76 feet along said easterly extension and the North lines of F.P. TAIPALE SUB. NO. 1 and MARK'S GARDENIA SUB., recorded in Liber 83, Page 26; thence N01'44'27"W, 84.34 feet; thence N46'35'10"E, 102.61 feet; thence N81'37'12"E, 47.32 feet; thence N88'16'07"E, 206.24 feet; thence N82'14'33"E, 44.47 feet; thence N88'15'33"E, 105.90 feet to the Point of Beginning.

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N01'44'27"W	84.34'
L2	N46'35'10"E	102.61'
L3	N81'37'12"E	47.32'
L4	N88'16'07"E	206.24'
L5	N82'14'33"E	44.47'
L6	N88'15'33"E	105.90'

**LSG** Engineers & Surveyors  
3135 Pine Tree Road, Suite D, Lansing, MI 48911  
Ph 517-393-2902 • Fx 517-393-2608

**THE KROGER CO. OF MICHIGAN**  
40399 GRAND RIVER AVE., SUITE 110  
NOVI, MI 48375

FIELD WORK BY ---  
DRAWN BY WSF  
CHECKED BY DKR  
PROJECT NO. 1401  
DATE JAN. 06, 2016  
SHEET NO. 1 OF 1

# Attachment 3

## Grant of Easement – Water Main

This Grant of Easement - Water Main (the "Agreement") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witnesseth:

Know all these men by these presents, that for and in consideration of the sum of one and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **The Kroger Co. of Michigan, a Michigan Corporation** whose address is **40399 Grand River Road, Novi, MI 48375**, does hereby grant to the "GRANTEE", the **City of Royal Oak, a Michigan Municipal Corporation, with principal offices at 211 Williams Street, Royal Oak, Michigan**, a nonexclusive, perpetual easement in, over, upon, through and under the Easement Area, which is part of the premises defined below.

## Property Description

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

Lot 34 and the north 1/2 of vacated Derby Avenue (60 feet wide), lots 35 through 85 (both inclusive) and part of lot 86, including all of vacated Bellaire Avenue (60 feet wide) and all of vacated alley adjacent to said lots, J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats, and part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, all being more particularly described as follows: Commencing at the northeast corner of Lot 97 of J.A. Berridge Super Sub.; thence S01°44'27"E, 241.53 feet along the west line of Stephenson Highway to the point of beginning of the following described parcel; thence continuing S01°44'27"E, 1148.47 feet along the west line of Stephenson Highway to the southeast corner of the north 1/2 of vacated Derby Avenue; thence S89°25'56"W, 114.67 feet along the south line of the north 1/2 of vacated Derby Avenue to the west line of J.A. Berridge Super Sub and the east line of

# Attachment 3

F.P. Taipale Sub. No. 1, as recorded in Liber 71, Page 37; thence N01°43'13"W, 38.80 feet along the west line of J.A. Berridge Super Sub. and the east line of F.P. Taipale Sub. No. 1, to the northeast corner of F.P. Taipale Sub. No. 1; thence S88°26'48 "W, 435.92 feet along the north line of F.P. Taipale Sub. No. 1 to a found concrete monument being the northwest corner of lot 17 of Mark's Gardenia Sub., recorded in Liber 83, page 26; thence N01°36'30"W, 511.70 feet along the east line of Assessor's' Plat No. 32, as recorded in Liber 28, Page 34, to the intersection of the south line of Bellaire Avenue, extended east, and the east line of Parkview Subdivision as recorded in Liber 39, Page 12; thence N88°21'53"E, 30.00 feet along the south line of Bellaire Avenue, extended east, to a point on the east line of Edgeworth Avenue (60 feet wide); thence N01°36'30"W, 598.05 feet; thence 16.50 feet along a 30.00 foot radius curve to the left said curve having a central angle of 31°30'34" and a chord of S75°59'10"E, 16.29 feet; thence N88°15'33"E 245.23 feet; thence 23.14 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 88°24'00" and a chord of N44°03'33"E, 20.91 feet; thence N00°08'27"W, 73.33 feet; thence 13.83 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 15°51'01" and a chord of N08°03'58"W, 13.79 feet; thence N15°59'28"W, 55.64 feet; thence 13.83 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 15°51'01" and a chord of N08°03'58"W, 13.79 feet; thence N00°08'27"W, 24.12 feet; thence 59.52 feet along a 78.00 foot radius curve to the left, said curve having a central angle of 43°43'11" and a chord of N22°00'02"W, 58.08 feet; thence N89°25'56"E, 98.97 feet along the South right of way line of 12 Mile Road (120 feet wide); thence 60.55 feet along a 78.00 foot radius curve to the left, said curve having a central angle of 44°28'28" and a chord of S22°05'47"W, 59.04 feet; thence S00°08'27"E, 27.07 feet; thence 7.38 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 08°27'37" and a chord of S04°05'21"W, 7.38 feet; thence S08°19'10"w, 60.57 feet; thence 7.38 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 08°27'37" and a chord of S04°05'21"W, 7.38 feet; thence S00°08'27"E, 75.03 feet; thence 23.98 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 91°36'00" and a chord of S45°56'27"E, 21.51 feet; thence N88°15'33"E, 194.92 feet; thence 6.18 feet along a 30.00 foot radius curve to the left, said curve having a central angle of 11°47'41" and a chord of N82°21'42"E, 6.16 feet to the Point of Beginning. Containing 13.89 acres, more or less. Subject to any easements or restrictions of use or record.  
Tax Id No. 25-16-380-028

Said Water Main easement (the "Easement") is specifically described as follows:

### Water Main Easement Description:

#### 12 Ft Water Main Easement "A"

An easement for water main purposes, 12 feet wide, over and across part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, lying 6 feet each side of the following described centerline: Commencing at northeast corner of Lot 97 of J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak

# Attachment 3

Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence S01°44'27"E, 252.17 feet along the east line of said subdivision and the west right of way line of Stephenson Highway to the Point of Beginning of the following described centerline: thence S88°15'33"W, 177.62 feet; thence N01°44'27"W, 10.00 feet to the Point of Ending.

## 12 Ft Water Main Easement "C"

An easement for water main purposes, 12 feet wide, over and across part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, lying 6 feet each side of the following described centerline: Commencing at northeast corner of Lot 97 of J. A. Berridge Super Sub., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence S01°44'27"E, 1164.17 feet along the east line of said subdivision and the west right of way line of Stephenson Highway to the Point of Beginning of the following described centerline: thence S88°15'33"W, 279.03 feet to reference point A; thence continuing S88°15'33"W, 241.26 feet to the East line of the 30 foot wide Vacated Public Utility Easement Retained per Liber 5510, Page 22, being the Point of Ending. Also, Beginning at reference point A; thence S01°44'27"E, 22.28 feet to the Point of Ending.

The location and legal description of the Easement granted herein is shown on **Exhibit Map, 12 Foot Water Main Easement**, attached hereto and incorporated herein by reference. (collectively, the "Easement Area").

Said Easement and right-of-way shall be for the purposes of: repairing, maintaining and operating **Public Water Main** in, over, upon, through, and under the premises hereinabove described; and rectifying any City Ordinance violation within said Easement.

This Easement is granted subject to the following terms and conditions:

1. The GRANTOR is solely responsible for all costs associated with the installation of said **Public Water Main**.
2. The GRANTEE is responsible for the repair and maintenance of said public water main utilities and appurtenances upon acceptance of final construction completion of the development.
3. That GRANTEE, in the repair and maintenance of said **Public Water Main**, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences or appurtenances, above or underground within the area, and

# Attachment 3

shall promptly restore the surface of the ground as depicted on approved site plans, at its sole cost and expense, to the same condition in which it was before the state of any future repair or maintenance work, as near as such restoration can be made.

4. For the purposes herein set out, the GRANTEE, its officers, employees, agents, licensees, successors and assigns shall at all time have the right and privilege of access to the premises hereinabove described.
5. GRANTOR'S Rights. GRANTOR also retains, reserves, and shall continue to enjoy the use of the surface of the Easement area for any and all purposes which do not interfere with or prevent the use by GRANTEE and other owners of said public utilities. If the GRANTOR or any of GRANTOR'S successors or assigns shall dedicate all or any part of the property affected by this Easement, the GRANTEE and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the Easement right granted herein
6. Nonexclusive Easement. The Easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S easement. This easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.
7. Insurance. GRANTEE acknowledges that it has insurance coverage through the Michigan Municipal Risk Authority.
8. Liability of GRANTEE. The GRANTEE, by acceptance and execution of this Agreement, shall be solely responsible to the GRANTOR, and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of the GRANTOR, paid or incurred by the GRANTOR, arising out of, or incident to, the actions, including but not limited to, any maintenance, repairs or replacement of the public utilities

# Attachment 3

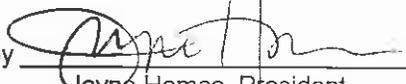
pursuant to paragraph 3 of this Agreement on, or appurtenant to, the easement, by the GRANTEE, its designee, agents, employees or any person(s) under oral or written contract with the GRANTEE; provided, however, GRANTEE shall not be responsible for any claims resulting from the actions or negligence of GRANTOR or that of third parties who are not agents, employees or successors of GRANTEE.

9. This Easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.

This instrument shall be binding upon and inure to the benefit of the GRANTOR and the GRANTEE described above, their successors and assigns.

In witness whereof, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**The Kroger Co. of Michigan,  
a Michigan Corporation - GRANTOR**

By  \_\_\_\_\_  
Jayne Homco, President

**City of Royal Oak - GRANTEE:**

By \_\_\_\_\_  
James B. Ellison, Mayor

And \_\_\_\_\_  
Melanie Halas, City Clerk

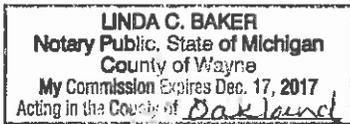
**Approved as to form:**

\_\_\_\_\_  
Mark Liss, Interim City Attorney

# Attachment 3

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
25 day of January, 2016, by Jayne Homco, President of The Kroger  
Co. of Michigan, a Michigan Corporation on behalf of said GRANTOR.



*Linda C. Baker*  
Notary Public, acting in Oakland  
County, MI

My Commission expires 12-17-17

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, by James B. Ellison, Mayor and Melanie Halas,  
City Clerk of the City of Royal Oak, a Michigan Municipal Corporation, GRANTEE.

\_\_\_\_\_  
Notary Public, acting in Oakland County,  
MI

My Commission expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mark Liss, Interim City Attorney  
211 Williams Street  
Royal Oak, MI 48067  
(248) 246-3240

When Recorded Return to:

City Clerk's Office  
City of Royal Oak  
211 Williams Street  
Royal Oak, MI 48067



# Attachment 4

## Grant of Easement – Sanitary Sewer

This Grant of Easement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witnesseth:

KNOW ALL THESE MEN BY THESE PRESENTS, that for and in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **The S-12 Partners, LLC, a Michigan Limited Liability Company** whose address is **32121 Woodward Avenue, Suite 300, Royal Oak, MI 48073** do hereby grant to the "GRANTEE", the **City of Royal Oak, a Michigan municipal corporation, with principal offices at 211 Williams Street, Royal Oak, Michigan**, a nonexclusive, perpetual easement in, over, upon, through and under the easement area, which is part of the premises defined below.

## Property Description

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

### Outlot B

Part of lot 86, entire lots 87 through 97 (inclusive), and all of vacated alley adjacent to said lots, J. A. Berridge Super Sub., part of the West 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats, and part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, all being more particularly described as follows: Beginning at the Northeast corner of lot 97 of J.A. Berridge Super Sub.; thence S01°44'27"E, 241.53 feet along the West line of Stephenson Highway; thence 6.18 feet along a 30.00 foot radius curve to the right, said curve having a central angle of 11°47'41" and a chord of S82°21'42"W, 6.16 feet; thence S88°15'33"W, 194.92 feet; thence 23.98 feet along a 15.00 foot radius curve to the right, said curve having a central angle of 91°36'00" and a chord of N45°56'27"W, 21.51 feet; thence N00°08'27"W, 75.03 feet; thence 7.38 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 08°27'37" and a chord of

# Attachment 4

N04°05'21"E, 7.38 feet; thence N08°19'10"E, 60.57 feet; thence 7.38 feet along a 50.00 foot radius curve to the left said curve having a central angle of 08°27'37" and a chord of N04°05'21"E, 7.38 feet; thence N00°08'27"W, 27.07 feet; thence 60.55 feet along a 78.00 foot radius curve to the right, said curve having a central angle of 44°28'28" and a chord of N22°05'47"E, 59.04 feet; thence N89°25'56"E, 63.12 feet along the South right of way line of 12 Mile Road to the Northwest corner of said J.A. BERRIDGE SUPER SUB; thence continuing N89°25'56"E, 114.17 feet along the South right of way line of 12 Mile Road to the Point of Beginning. Containing 1.16 acres, more or less. Subject to any easements or restrictions of use or record.

Said easement is specifically described as follows:

## Sanitary Sewer Easement

### Sanitary Sewer Easement "B"

An easement for sanitary sewer purposes, over and across part of the Northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, being more particularly described as follows: Commencing at Northeast corner of lot 97 of J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence S89°25'56"W, 114.17 feet along the south right of way line of 12 Mile Road to the Northwest corner of J.A. Berridge Super Sub; thence continuing S89°25'56"W, 403.34 feet along the south line of 12 Mile Road, thence S01°36'30"E, 519.63 feet along the east line of N. Edgeworth Avenue; thence N88°15'33"E, 292.61 feet; thence N01°44'27"W, 307.87 feet; thence N88°15'33"E, 10.67 feet to the Point of Beginning of the following described Easement; thence S00°08'27"E, 25.59 feet; thence 8.35 feet along a 15.00 foot radius curve to the left, said curve having a central angle of 31°53'54" and a chord of S16°05'24"E, 8.24 feet; thence N01°44'27"W, 33.57 feet; thence S88°15'33"W, 1.33 feet to the Point of Beginning.

The location and legal description of the Easement granted herein is shown on the attached **Exhibit Map, Sanitary Sewer Easements**, attached hereto and incorporated herein by reference. (collectively, the "Easement Area").

Said easement and right-of-way shall be for the purposes of: repairing, maintaining and operating **Sanitary Sewer** in, over, upon, through, and under the premises hereinabove described; and rectifying any city code violation within said easement.

This easement is granted subject to the following terms and conditions:

# Attachment 4

1. The GRANTOR is solely responsible for all costs associated with the installation of said **Sanitary Sewer**.
2. The GRANTEE is responsible for the repair and maintenance of said public sewer utilities and appurtenances upon acceptance of final construction completion of the development.
3. That GRANTEE, in the repair and maintenance of said **Sanitary Sewer**, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences OR appurtenances, above or underground within the area and shall restore the surface of the ground to the same condition in which it was before the state of any future repair or maintenance work, as near as such restoration can be made.
4. For the purposes herein set out, the GRANTEE, its officers, employees, agents, licensees, successors and assigns shall at all time have the right and privilege of access to the premises hereinabove described.
5. Grantor's Rights. GRANTOR also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by GRANTEE and other owners of said public utilities. If the GRANTOR or any of GRANTOR'S successors or assigns shall dedicate all or any part of the property affected by this easement, the GRANTEE and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the easement right granted herein
6. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S easement. This Easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.
7. Insurance. GRANTEE acknowledges that it has insurance coverage through the Michigan Municipal Risk Authority.

# Attachment 4

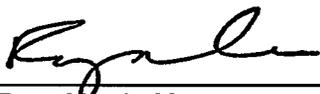
8. Liability of Grantee. The GRANTEE, by acceptance and execution of this agreement, shall be solely responsible to the GRANTOR, and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of the GRANTOR, paid or incurred by the GRANTOR, arising out of, or incident to, the actions, including but not limited to, any maintenance, repairs or replacement of the public utilities pursuant to paragraph 3 of this easement agreement on, or appurtenant to, the Easement, by the GRANTEE, its designee, agents, employees or any person(s) under oral or written contract with the GRANTEE; provided, however, GRANTEE shall not be responsible for any claims resulting from the actions or negligence of GRANTOR or that of third parties who are not agents, employees or successors of GRANTEE.
  
9. This easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.

This instrument shall be binding upon and inure to the benefit of the GRANTOR and the GRANTEE described above, their successors and assigns.

# Attachment 4

In witness whereof, we have set our hands and seals this 14 day of DECEMBER, 2015.

**The S-12 Partners, LLC, /  
Marsh-Stephenson Property, LLC**

By   
Ryan Marsh, Manager

**City of Royal Oak - GRANTEE:**

By \_\_\_\_\_  
James B. Ellison, Mayor

And \_\_\_\_\_  
Melanie Halas, City Clerk

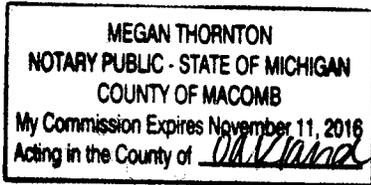
**Approved As To Form:**

\_\_\_\_\_  
Mark Liss, Interim City Attorney

# Attachment 4

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 14  
\_\_\_\_\_ day of December, 2015, by **Ryan Marsh**, Manager for The S-12  
Partners, LLC, / Marsh-Stephenson Property, LLC on behalf of said GRANTOR.



Megan Thornton  
Notary Public, acting in Oakland County,  
MI

My commission expires 11/11/16

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2015, by James B. Ellison, Mayor and Melanie Halas,  
City Clerk of the City of Royal Oak, a Michigan municipal corporation, GRANTEE.

\_\_\_\_\_  
Notary Public, acting in Oakland County,  
MI

My commission expires \_\_\_\_\_

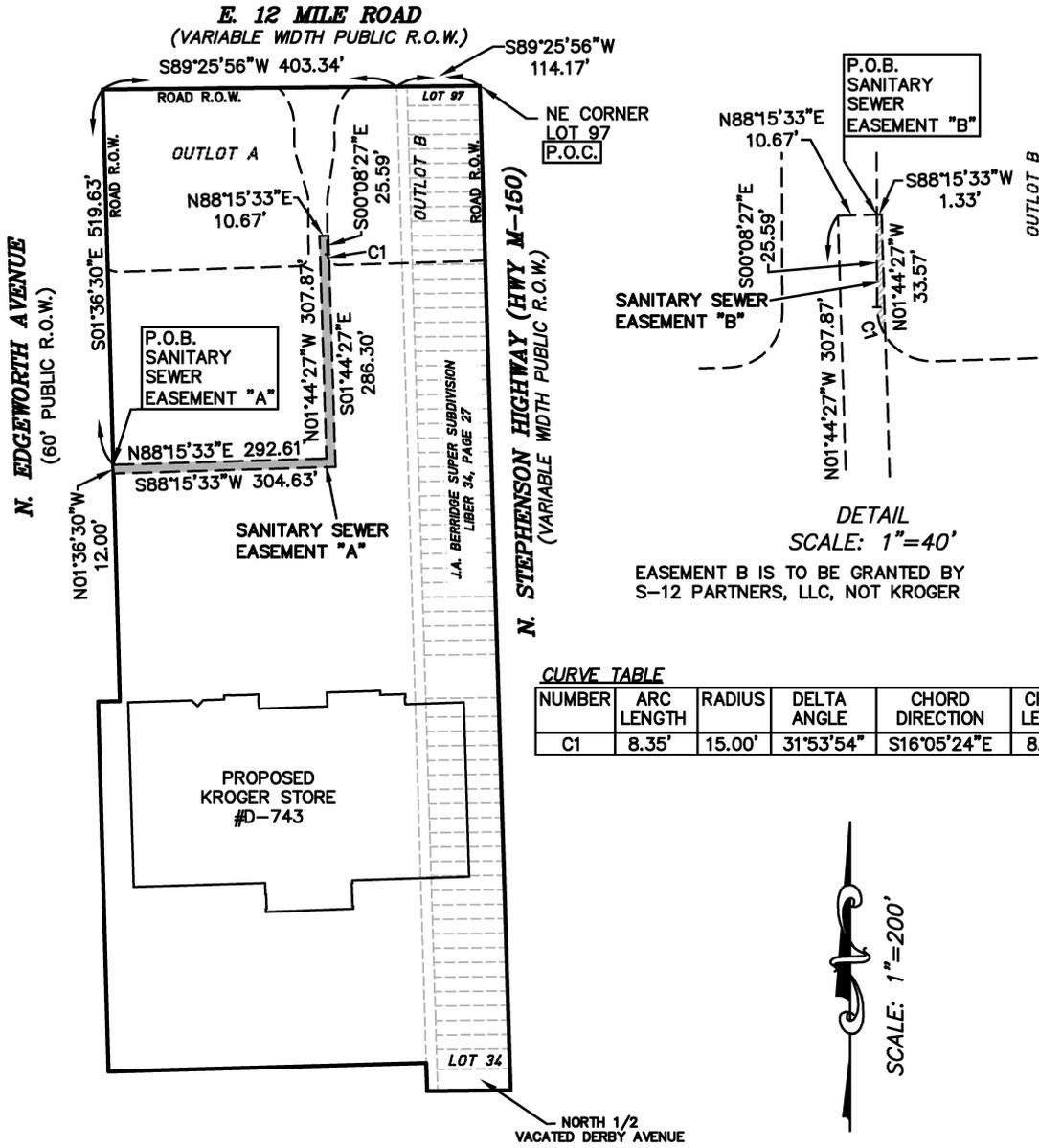
Approved as to form:

\_\_\_\_\_  
Mark Liss, Interim City Attorney  
211 Williams Street  
Royal Oak, MI 48067  
(248) 246-3240

When Recorded Return to:

City Clerk's Office  
City of Royal Oak  
211 Williams Street  
Royal Oak, MI 48067

**EXHIBIT MAP  
SANITARY SEWER EASEMENTS**



**LSG** Engineers & Surveyors

3135 Pine Tree Road, Suite D, Lansing, MI 48911  
Ph 517-393-2902 • Fx 517-393-2608

THE KROGER CO.  
OF MICHIGAN  
40399 GRAND RIVER AVE.,  
SUITE 110  
NOVI, MI 48375

DATE JAN. 11, 2016

FIELD WORK BY --  
DRAWN BY WSF  
CHECKED BY DKR  
PROJECT NO. 1401

SHEET NO. 1 OF 1

# Attachment 5

## Grant of Easement – Water Main

This grant of easement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witnesseth:

Know all these men by these presents, that for and in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **The S-12 Partners, LLC, a Michigan Limited Liability Company** whose address is **32121 Woodward Avenue, Suite 300, Royal Oak, MI 48073** do hereby grant to the "GRANTEE", the **City of Royal Oak, a Michigan Municipal Corporation, with principal offices at 211 Williams Street, Royal Oak, Michigan**, a nonexclusive, perpetual easement in, over, upon, through and under the Easement Area, which is part of the Premises defined below.

## Property Description

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

### Outlot B

Part of lot 86, entire lots 87 through 97 (inclusive), and all of vacated alley adjacent to said lots, J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats, and part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, all being more particularly described as follows: Beginning at the northeast corner of Lot 97 of J.A. Berridge Super Sub.; thence S01°44'27"E, 241.53 feet along the west line of Stephenson Highway; thence 6.18 feet along a 30.00 foot radius curve to the right, said curve having a central angle of 11°47'41" and a chord of S82°21'42"W, 6.16 feet; thence S88°15'33"W, 194.92 feet; thence 23.98 feet along a 15.00 foot radius curve to the right, said curve having a central angle of 91°36'00" and a chord of N45°56'27"W, 21.51 feet; thence N00°08'27"W, 75.03 feet; thence 7.38 feet along a 50.00 foot radius curve to the right, said

# Attachment 5

curve having a central angle of 08°27'37" and a chord of N04°05'21"E, 7.38 feet; thence N08°19'10"E, 60.57 feet; thence 7.38 feet along a 50.00 foot radius curve to the left said curve having a central angle of 08°27'37" and a chord of N04°05'21"E, 7.38 feet; thence N00°08'27"W, 27.07 feet; thence 60.55 feet along a 78.00 foot radius curve to the right, said curve having a central angle of 44°28'28" and a chord of N22°05'47"E, 59.04 feet; thence N89°25'56"E, 63.12 feet along the south right of way line of 12 Mile Road to the northwest corner of said J.A. Berridge Super Sub; thence continuing N89°25'56"E, 114.17 feet along the south right of way line of 12 Mile Road to the Point of Beginning. Containing 1.16 acres, more or less. Subject to any easements or restrictions of use or record.

Said easement is specifically described as follows:

### Water Main Easement Description:

An easement for water main purposes, 12 feet wide, over and across part of the northwest 1/4 of Section 14, T1N, R11E City of Royal Oak, Oakland County, Michigan, lying 6 feet each side of the following described centerline: Commencing at northeast corner of Lot 97 of J. A. Berridge Super Sub., part of the west 1/2 of Section 14, Town 1 North, Range 11 East, Royal Oak Township, now City of Royal Oak, Oakland County, Michigan, as recorded in Liber 34, Page 27 of Oakland County Plats; thence S01°44'27"E, 252.17 feet along the east line of said subdivision and the west right of way line of Stephenson Highway; thence S88°15'33"W, 177.62 feet; thence N01°44'27"W, 10.00 feet to the Point of Beginning of the following described centerline: thence N01°44'27"W, 9.00 feet to the Point of Ending.

The location and legal description of the Easement granted herein is shown on **Exhibit Map, 12 Foot Water Main Easement**, attached hereto and incorporated herein by reference. (collectively, the "Easement Area").

Said easement and right-of-way shall be for the purposes of: repairing, maintaining and operating **Public Water Main** in, over, upon, through, and under the premises hereinabove described; and rectifying any City Ordinance violation within said easement.

This easement is granted subject to the following terms and conditions:

1. The GRANTORS are solely responsible for all costs associated with the installation of said **Public Water Main**.

## Attachment 5

2. The GRANTEE is responsible for the repair and maintenance of said public sewer utilities and appurtenances upon acceptance of final construction completion of the development.
3. That GRANTEE, in the repair and maintenance of said **Public Water Main**, shall do no unnecessary damage to any trees, shrubs, lawns, paved surfaces, buildings, fences or appurtenances, above or underground within the area and shall restore the surface of the ground to the same condition in which it was before the state of any future repair or maintenance work, as near as such restoration can be made.
4. For the purposes herein set out, the GRANTEE, its officers, employees, agents, licensees, successors and assigns shall at all time have the right and privilege of access to the premises hereinabove described.
5. GRANTOR'S Rights. GRANTORS also retain, reserve, and shall continue to enjoy the use of the surface of the easement area for any and all purposes which do not interfere with or prevent the use by GRANTEE and other owners of said public utilities. If the GRANTORS or any of GRANTOR'S successors or assigns shall dedicate all or any part of the property affected by this easement, the GRANTEE and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the easement right granted herein
6. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and GRANTORS reserve and retain the right to convey similar easements and rights to such other persons as GRANTORS may deem proper provided such similar easements do not affect GRANTEE'S easement. This easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.
7. Insurance. GRANTEE acknowledges that it has insurance coverage through the Michigan Municipal Risk Authority.
8. Liability of GRANTEE. The GRANTEE, by acceptance and execution of this

## Attachment 5

agreement, shall be solely responsible to the GRANTORS, and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of the GRANTORS, paid or incurred by the GRANTORS, arising out of, or incident to, the actions, including but not limited to, any maintenance, repairs or replacement of the public utilities pursuant to paragraph 3 of this easement agreement on, or appurtenant to, the easement, by the GRANTEE, its designee, agents, employees or any person(s) under oral or written contract with the GRANTEE; provided, however, GRANTEE shall not be responsible for any claims resulting from the actions or negligence of GRANTORS or that of third parties who are not agents, employees or successors of GRANTEE.

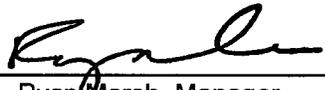
9. This easement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties.

This instrument shall be binding upon and inure to the benefit of the GRANTORS and the GRANTEE described above, their successors and assigns.

# Attachment 5

In witness whereof, we have set our hands and seals this 14 day of December, 2015.

**The S-12 Partners, LLC, /  
Marsh-Stephenson Property, LLC**

By   
Ryan Marsh, Manager

**City of Royal Oak - GRANTEE:**

By \_\_\_\_\_  
James B. Ellison, Mayor

And \_\_\_\_\_  
Melanie Halas, City Clerk

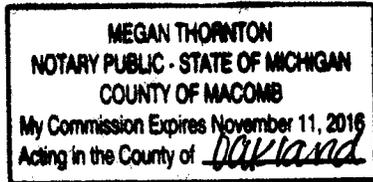
**Approved As To Form:**

\_\_\_\_\_  
Mark Liss, Interim City Attorney

# Attachment 5

STATE OF MICHIGAN       )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 14  
\_\_\_\_\_ day of December, 2015, by **Ryan Marsh**, Manager for The S-12  
Partners, LLC, / Marsh-Stephenson Property, LLC on behalf of said GRANTOR.



Megan Thornton  
Notary Public, acting in Oakland County,  
MI

\_\_\_\_\_  
My commission expires 11/11/16

STATE OF MICHIGAN       )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2015, by James B. Ellison, Mayor and Melanie Halas,  
City Clerk of the City of Royal Oak, a Michigan municipal corporation, GRANTEE.

\_\_\_\_\_  
Notary Public, acting in Oakland County,  
MI

\_\_\_\_\_  
My commission expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mark Liss, Interim City Attorney  
211 Williams Street  
Royal Oak, MI 48067  
(248) 246-3240

When Recorded Return to:

City Clerk's Office  
City of Royal Oak  
211 Williams Street  
Royal Oak, MI 48067



**Public Hearing of Assessment  
Special Assessment Paving of North Lafayette Avenue  
From West Derby Avenue to Dead End**

January 15, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

The public hearing of assessment for the special assessment paving N. Lafayette Avenue from W. Derby Avenue to the north lot line of lot 189 is scheduled for February 8, 2016 per the [commission letter from January 11, 2016](#). The commission letter includes the city assessor's report.

No city commission action is required on this item.

Respectfully submitted,  
Matthew J. Callahan, P.E.  
City Engineer

Approved,



Donald E. Johnson  
City Manager

**Public Hearing of Assessment  
Special Assessment paving of Orchard Grove Drive  
From Hilldale Drive to the Canadian National Railroad**

January 15, 2016

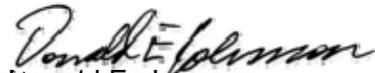
The Honorable Mayor Ellison and  
Members of the City Commission:

The public hearing of assessment for the special assessment paving Orchard Grove Drive from Hilldale Drive to the CN Railroad is scheduled for February 8, 2016 per the [commission letter from January 11, 2016](#). The commission letter includes the city assessor's report.

No city commission action is required on this item.

Respectfully submitted,  
Matthew J. Callahan, P.E.  
City Engineer

Approved,



Donald E. Johnson  
City Manager

## Michigan World War II Legacy Memorial Request

February 2, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

The Michigan World War II Legacy Memorial has ambitious plans for a permanent World War II memorial in Memorial Park. These plans have been previously shared with the city commission but to refresh your memories, I have attached an artist rendering as Attachment 1.

In order to draw attention to their long term plans and to assist in raising funds for that project, the organization would like to temporarily install another large piece of art on the site of the future memorial or on other city property near the site. The piece in question is a 25 foot tall three dimensional depiction of a famous image of a sailor kissing a nurse in Times Square on VJ day. The sculpture, by Seward Johnson, was originally known as "Unconditional Surrender" and later was called "Embracing Peace." It is also sometimes referred to as simply the "Kiss." Photographs of the statue are provided in Attachments 2-4.

The sculpture has been somewhat controversial but extremely popular in other locations. The art critics hate it. They have used words such as monstrosity, kitsch and tacky to describe the piece. In France, a feminist group even petitioned to have it removed claiming it depicted a sexual assault. There was also a question of possible copyright infringement as Johnson did not secure the rights to the famous Alfred Eisenstaedt photograph of this scene. He claims to have worked from another photo which is in the public domain. I've been told this has been resolved but I have seen no proof of that. The statue has been reported to be wildly popular with veterans and the public however. People love to be photographed with it. Attachment 5 contains several news articles about the statue. Others can be found by searching on "Unconditional Surrender," "Embracing Peace," or "Seward Johnson."

In the end, controversy may actually work to draw additional attention to the piece and to the memorial organization and its plans for the permanent World War II memorial. The Michigan World War II legacy Memorial has some very creative ideas for marketing the statue's appearance in Royal Oak. They are confident it will be a big draw and has the potential to be a big fund raiser.

Specifically, they request:

1. Permission to have 25' "Kiss" statue installed near the 13 Mile Rd and Woodward for a period of one year. Exact location to be determined
2. A city representative to be present with memorial board members at the time of installation as representation and to determine final positioning
3. City to add necessary rider to city insurance
4. City to be named party on the contract (Contract would be with the city, not the society)

5. Assistance in marketing and promotion
6. Assistance in engaging the Royal Oak Restaurant and Retail Associations, the Commission for the Arts, DDA if applicable

We have requested but have not yet received a quote on the cost of insuring the statue. If that information is received before the agenda is posted on the website for the public, this memorandum will be updated. If that occurs after this is posted to the public website, we will provide that information at the commission meeting (assuming it is available at that time). Insurance is important. The statue has been the victim of an automobile accident in the past as you can see in attachment #4.

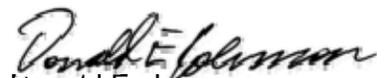
If the city commission is in agreement, the following resolution is recommended for approval:

**Be it resolved**, the commission approves the request from The Michigan World War II Legacy Memorial to allow the temporary installation of the 25 foot tall Seward Johnson statue known as “Embracing Peace” on city property in or near Memorial Park; and

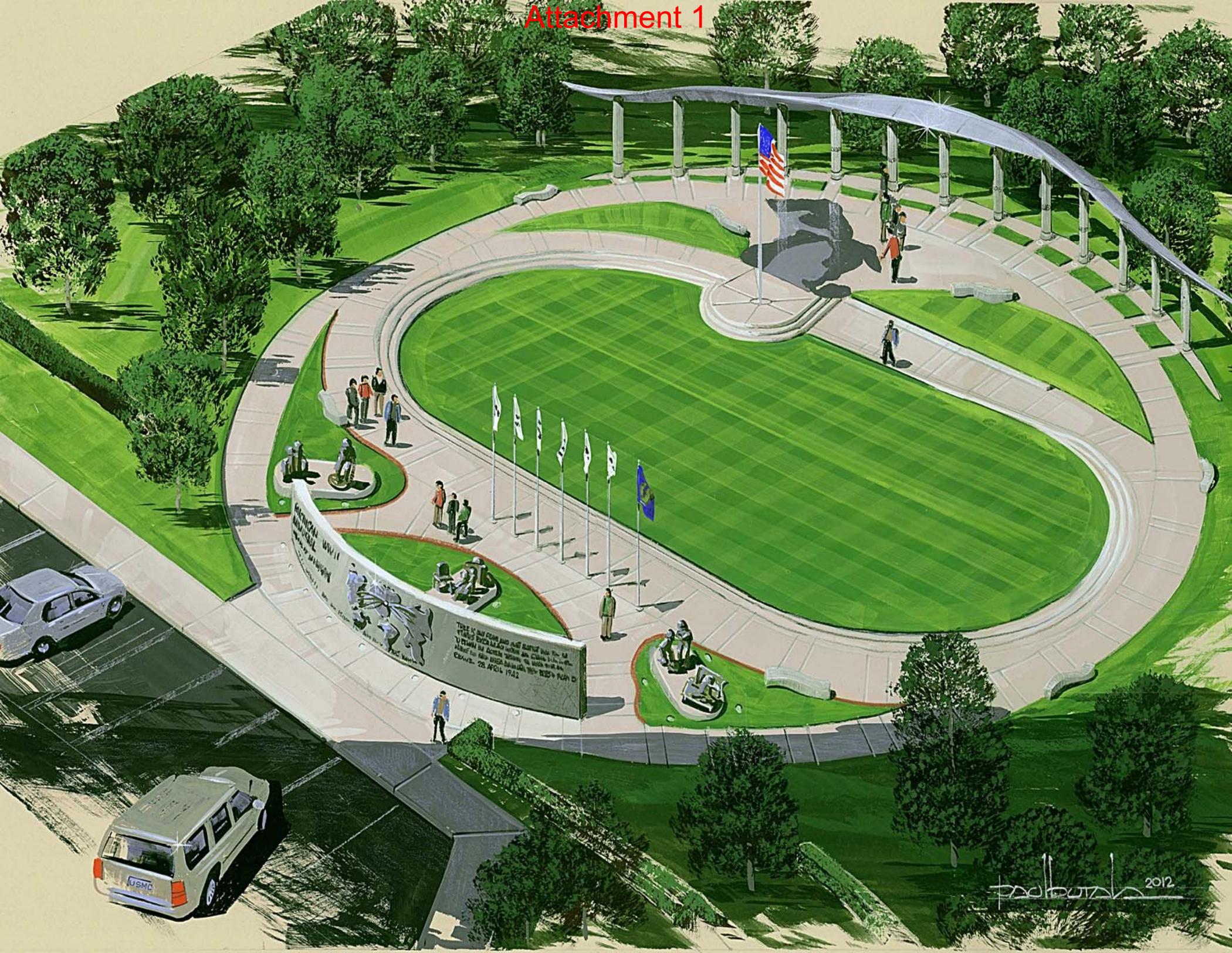
**Be it further resolved**, the commission agrees to be the responsible party on the contract for the loan of the statue, authorizes the mayor and clerk to sign said contract, agrees to insure the statue at city expense, agrees to have a representative present during installation and agrees to assist in marketing and promotion and in engaging other Royal Oak organizations; and

**Be it finally resolved**, all costs associated with obtaining the statue, transporting the statue, erecting the statue, removing the statue and any other cost associated with the statue will be paid by The Michigan World War II Legacy Memorial, not by the City of Royal Oak.

Respectfully submitted,

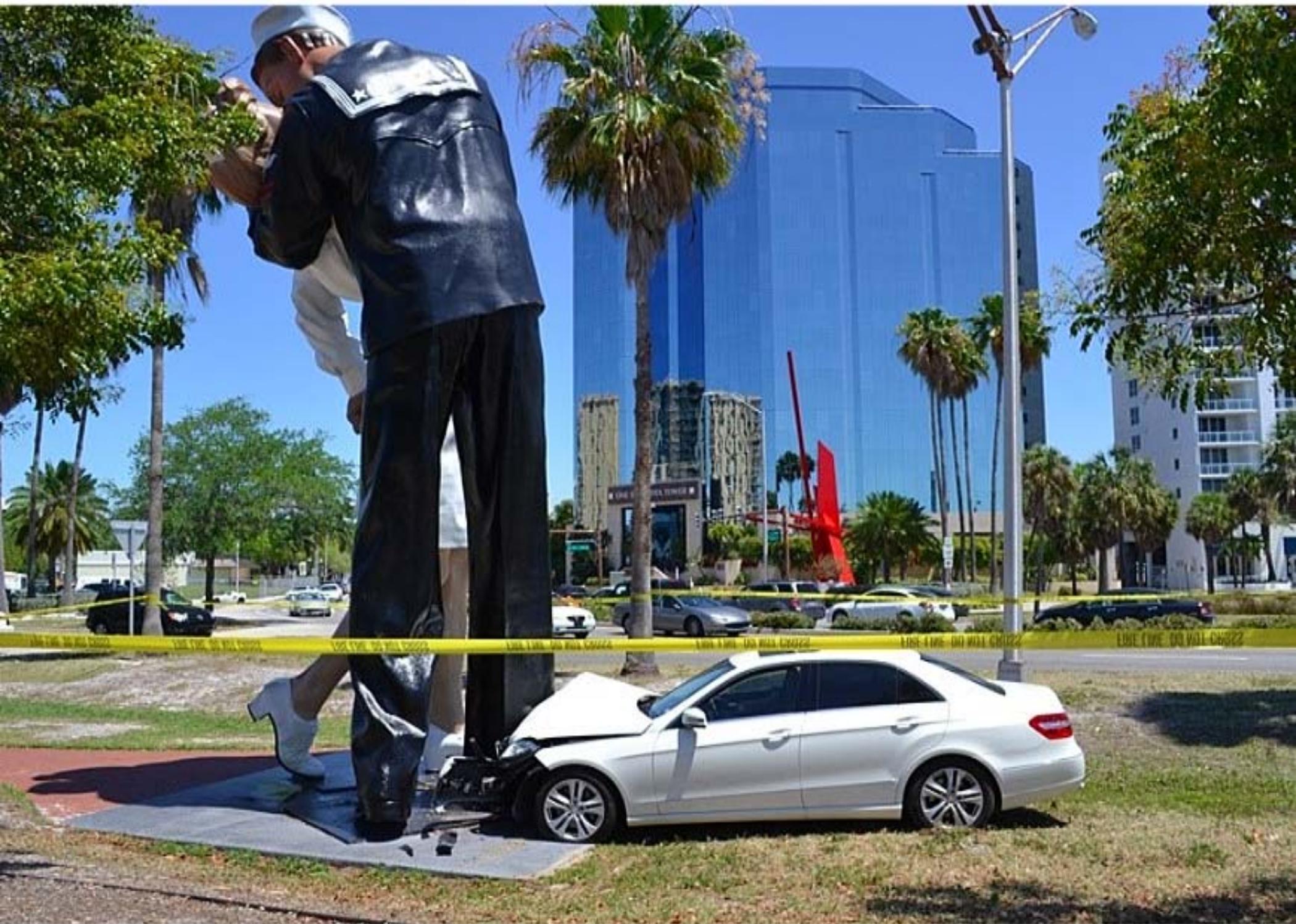
  
Donald E. Johnson  
City Manager

5 Attachments









RoadsideAmerica.com Your Online Guide to Offbeat Tourist Attractions



## Unconditional Surrender Statue

Field Review by  
the Team at  
RoadsideAmerica.com

San Diego, California

If the photograph of raising the American flag on Iwo Jima is the quintessential World War II icon for triumph in a just war, then "Unconditional Surrender" is the icon for the just rewards of victory. Who doesn't love that image of a sailor in Times Square on V-J (Victory over Japan) Day grabbing the nearest gal -- a nurse -- and trading anonymous spit?

The original image of the moment was captured by photographer Alfred Eisenstaedt on August 14, 1945. J. Seward Johnson is the sculptor of this version, though there has been some debate whether it is actually based on the famous photo. In any event, tourists and old veterans love it, assuming the same pose with a loved one at its base, or just peeking up the nurse's skirt.

Local art critics were less pleased. The 25-ft. tall "monstrosity" has been criticized as a gaudy and lame imitation of the photo, and an eyesore for the community. The same reaction occurred to a lesser degree in Sarasota, where an identical copy of the statue stands.

Locals, however, love the statue. And right next to it is the Bob Hope memorial plaza, chock full of even more sappy sculptures to irk the critics.

**Update:** Glenn McDuffie, who claimed that he was the smooching sailor, died at age 86 on March 9, 2014. He spent the last several years of his life charging women \$10 to take a picture of themselves kissing him on the cheek.



*Also see: Unconditional Surrender in Sarasota*

## Monumental—and Controversial—'Kissing Sailor' Sculpture Comes to Times Square

By Alanna Martinez • 08/12/15 10:00am



A 25-foot-tall sculpture by Seward Johnson of the world famous, lip-locked, sailor and nurse stands in Times Square for the upcoming Kiss-In event on August 14. (Photo: Alanna Martinez)

Yesterday morning, while the Observer was taking a leisurely stroll through Times Square, a 25-foot-tall sculpture at the intersection of 44th Street and 7th Avenue caught our eye.

A small crowd had gathered around the statue, which depicted the lip-locked couple from a very famous *LIFE Magazine* photograph taken by Alfred Eisenstaedt on April 14, 1945, aka V-J Day, as news spread through New York City that World War II had ended.

The new public sculpture at the Crossroads of the World is by American artist Seward Johnson, who is also responsible for a 26-foot-tall work titled *Forever Marilyn*, of Marilyn Monroe playfully attempting modesty as her skirts flap up around her in the wind. That work was shown in Palm Springs and Chicago—where it took heat for giving viewers the chance to snap up-the-skirt photos—before going on display at New Jersey's Grounds for Sculpture for a retrospective of the artist's work.

The Times Square sculpture, Mr. Johnson's *Embracing Peace* (and formerly titled *Unconditional Surrender*), was created in 2005 and shown here for the 60th anniversary of V-J Day, according to a spokesperson from the artist's studio. This time, the work will be on view in through August 16, and is part of the [Times Square Alliance's Kiss-In](#) event.

Held every five years, the Kiss-In invites couples to don sailor caps, hold roses, and smooch in honor of the iconic photograph and the anniversary of the war's end. This year marks the 70th anniversary of both occasions and will take place Friday, August 14 at 11 a.m. at Broadway Plaza, between 43rd and 44th Streets.

There are several other versions of the work on permanent view in San Diego and Sarasota, Fla., and a smaller version is on display in the Garment District.

But *Embracing Peace* has been met with some controversy during previous appearances.

When it was displayed in 2014 in front of the Caen Memorial Museum in Normandy, French feminist group Osez Le Feminisme (Dare to Be Feminist) petitioned to have it removed, claiming that it depicted sexual assault. (The debate over whether or not the photograph depicts sexual assault has been going on ever since the couple in the photograph were

# Unconditional Surrender

## Copyright infringement

**Seward Johnson claimed in a Herald Tribune article he used a tourist photo to make the statue.**

*"I did not use the Eisenstaedt photo to do this piece," he said. Johnson said he did thorough research on copyright infringement before he started on the piece several years ago. He said that he was inspired by a photograph taken by Navy Lt. Victor Jorgensen and entered into the National Archives.*

### READ FULL ARTICLE

Through the careful research of a member of the public art committee, the statement by Johnson was discovered to seem incorrect and misleading. The photograph of an event in Times Square on August 14, 1945 that is in the national archives was taken from a completely different angle and vantage point and, it does not show the people below their knees. The statues show all of the two figures — in exactly the same positions as the Eisenstaedt photograph. The committee member also found that there are civil actions being taken against Johnson by the Getty Foundation, which holds the copyright to the Alfred Eisenstaedt photograph, *V-J Day in Times Square*. The rights to the photograph passed from Time-Life Inc. to the museum since the death of the original creator. The city attorney, Robert M. Fournier, was quoted in the Herald Tribune as saying that he would need to see a written settlement on the copyright matter before this could be considered.

*City Attorney Bob Fournier spoke with Johnson's attorney about the copyright issue. If the city ends up accepting the sculpture as a donation, Fournier said he would want written assurance that it could not be sued for infringement. "I don't think we want to accept the sculpture and find ourselves in the midst of a copyright infringement suit," he said.*

**In a June 22,'09 email Fournier gave an update:**

**From:** Robert Fournier <Robert.Fournier@sarasotagov.com>

**Date:** June 22, 2009 1:23:46 PM EDT

**Subject:** RE: Unconditional Surrender

No, to date, I have not received anything concerning the resolution of the copyright infringement dispute.

**The New York Times**

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# An Outcry in France Over a Statue's Kiss

By Doreen Carvajal    October 9, 2014 11:48 am

A 13-ton statue of a sailor kissing a nurse is provoking a debate about sexual aggression in France where the image is on loan for a year at a memorial site in Normandy.

The sculpture is based on a photograph by Alfred Eisenstaedt of a kiss in Times Square at the end of World War II, which appeared in a 1945 issue of Life magazine. But since it was erected in September at the city-owned Mémorial de Caen, it has been criticized by a women's rights group, which is pressing a petition for its removal and return to its owner, the Sculpture Foundation, based in California.

The memorial, with World War II exhibitions and themes that emphasize reconciliation, refused to remove the sculpture, which was lent to mark the 70th anniversary of the end of World War II next year.

The French group, Osez le Féminisme, reached back to history to criticize the image, saying "we cannot accept that the Mémorial de Caen holds up a sexual assault as a symbol of peace."

To emphasize that point, they cited a 1969 book "In the Eye of Eisenstaedt," in which the photographer recalled that the sailor embraced and kissed "young girls and old ladies alike. Then I noticed the nurse, standing in that enormous crowd. I focused on her, and just as I'd hoped, the sailor came along, grabbed the nurse, and bent down to kiss her."

The group, with chapters throughout France including Normandy, has

collected more than 700 signatures in opposition to the sculpture, which has other versions in the United States.

It was created by Seward Johnson, whose work is part of a retrospective exhibition in New Jersey with other statues of celebrated photographs from his series, Icons Revisited, including a 26-foot-tall sculpture of Marilyn Monroe with her skirt blowing upward.

The aim of the New Jersey exhibition — which was extended with a record number of visitors — is to raise “provocative questions concerning our society’s embrace of particular visual icons, and their impact and shift of message over time.”

**Special Assessment Standard Resolution 2  
South Main Street Streetscapes**

January 28, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

The city assessor has determined the special assessment district for the public streetscape sidewalk improvements along S. Main Street between 10 Mile Road and Lincoln Avenue consisting of decorative concrete sidewalks and driveways; new and replacement ornamental street lights and street lighting electrical system; decorative iron street tree grates, trees, landscaping and irrigation system; and necessary drainage improvements. The city assessor's letter and the Special Assessment Evaluation are provided as Attachments 1 and 2.

City policy dictates that the property owners have six (6) years to pay for sidewalk improvements (Attachment 3). The funding source for the overall road and sidewalk project will be federal "Surface Transportation Program" (STP) funds, major road fund and special assessment district.

Standard Resolution 2 is recommended for approval.

Respectfully submitted,  
Matthew J. Callahan, P.E.  
City Engineer

Approved,



Donald E. Johnson  
City Manager

3 Attachments

## Special Assessment Standard Resolution 2

City of Royal Oak - County of Oakland

At a regular meeting of the city commission of the City of Royal Oak, County of Oakland, Michigan, held on **February 8, 2016** at 7:30 o'clock p.m., Eastern Time.

Present: Commissioners \_\_\_\_\_  
\_\_\_\_\_

Absent: Commissioners \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by commissioner \_\_\_\_\_ and supported by commissioner \_\_\_\_\_:

Whereas, the city manager and the assessor have prepared reports concerning certain public improvements as hereinafter described, which include all of the information required to be included by the provisions of the city's charter, chapter 12, "Special Assessments"; and

Whereas, the city commission has reviewed said reports; and

Whereas, the city commission determines that it is necessary to acquire and construct the public improvements in the City of Royal Oak more particularly hereinafter described in this resolution.

### Now, therefore, be it resolved:

1. The city commission hereby determines that the public improvements described more particularly hereinafter provided for are necessary.
2. The total cost of said public improvements according to frontage (or benefits) is estimated to be \$675,000 which shall be spread over the special assessment district as hereinafter described.
3. Said special assessment district shall consist of all the lots and parcels of land as herein described:

2521429020	2521431012	2521431019	2521431023
2521433011	2521433012	2521433018	2521433020
2521435023	2521435024	2521479031	2522301005
2522303042	2522303043	2522303046	2522303047
	2522357024	2522359028	

4. The estimated life of such improvements is not less than 25 years.
5. The aforesaid reports shall be placed on file in the office of the city clerk where the same shall be available for public examination.

6. The city commission will meet on March 14, 2016 at 7:30 o'clock p.m., Eastern Time, at the city hall, for the purpose of hearing objections to the making of said public improvements.
7. The city clerk is hereby directed to cause notice of said hearing to be published in The Royal Oak Review, Warren, Michigan, a newspaper of general circulation in the City of Royal Oak, at least five (5) full days before the date of such hearing, and is further directed to cause notice of such hearing to be mailed by first class mail to each owner of or person in interest in the property in the special assessment district more particularly described in the following notice at the addresses shown on the last general tax assessment roll of the city, at least ten (10) full days prior to the date of such hearing.
8. The notice of said hearing to be published and mailed shall be in substantially the following form:

Notice of Hearing of Necessity  
 Special Assessment S. Main Street Streetscapes  
 from 10 Mile Road to Lincoln Avenue

City of Royal Oak - County of Oakland

Take notice that the city commission of the City of Royal Oak, Oakland County, Michigan, has determined it to be necessary to make the following described public improvement in the City of Royal Oak:

Public streetscape sidewalk improvements along S. Main Street between 10 Mile Road and Lincoln Avenue consisting of decorative concrete sidewalks and driveways; new and replacement ornamental street lights and street lighting electrical system; decorative iron street tree grates, trees, landscaping and irrigation system; and necessary drainage improvements.

The city commission has determined that the cost of the above described public improvements, which is estimated to be \$675,000, shall be assessed against all lots and parcels of property abutting the above described improvements which properties are described as follows:

2521429020	2521431012	2521431019	2521431023
2521433011	2521433012	2521433018	2521433020
2521435023	2521435024	2521479031	2522301005
2522303042	2522303043	2522303046	2522303047
	2522357024	2522359028	

Take further notice, that the city commission has caused reports concerning said public improvements to be prepared, which reports include necessary plans, profiles, specifications and estimates of costs of such public improvements, a description of the assessment district, and other pertinent information, and these reports are on file in the office of the city clerk and are available for public examination.

Take further notice that the city commission will meet on March 14, 2016 at 7:30 o'clock p.m., Eastern Time, at the city hall in the City of Royal Oak, for the purpose of hearing objections to the necessity of making of such public improvements and the inclusion of the property within the proposed special assessment district.

This notice is given by order of the city commission of the City of Royal Oak, Oakland County, Michigan.

\_\_\_\_\_  
Melanie Halas, City Clerk

- 9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Commissioners \_\_\_\_\_  
\_\_\_\_\_

Nays: Commissioners \_\_\_\_\_  
\_\_\_\_\_

Resolution declared adopted.

\_\_\_\_\_  
Melanie Halas, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the city commission of the City of Royal Oak, County of Oakland, Michigan, at a regular meeting held on February 8, 2016, and that public notice of said meeting was given pursuant to and in full conformity with Act No. 267, Public Acts of Michigan, 1976, as amended.

\_\_\_\_\_  
Melanie Halas, City Clerk



**City Assessor**  
211 S Williams Street  
Royal Oak, Michigan 48067  
P: 248.246.3110  
F: 248.246.3011

January 28, 2016

The Honorable Mayor and  
Members of the City Commission:

At the regular meeting of the city commission held December 7, 2015, the city engineer presented a petition for special assessment streetscape sidewalk improvements along S. Main Street between 10 Mile Road and Lincoln Avenue. Your honorable body referred the petition to the city assessor for the purpose of preparing the necessary special assessment district. I have determined the district to be as follows:

**Public streetscape sidewalk improvements along S. Main Street between 10 Mile Road and Lincoln Avenue consisting of decorative concrete sidewalks and driveways; new and replacement ornamental street lights and street lighting electrical system; decorative iron street tree grates, trees, landscaping and irrigation system; and necessary drainage improvements.**

Total Property Owner Portion:	\$675,000.00
City at Large Portion:	\$0.00

The city commission may now initiate the necessary proceedings toward the adoption of Standard Resolution No. 2.

Respectfully Submitted,

Handwritten signature of James M. Geiermann in black ink.

James M. Geiermann  
City Assessor

Approved,

Handwritten signature of Donald E. Johnson in black ink.

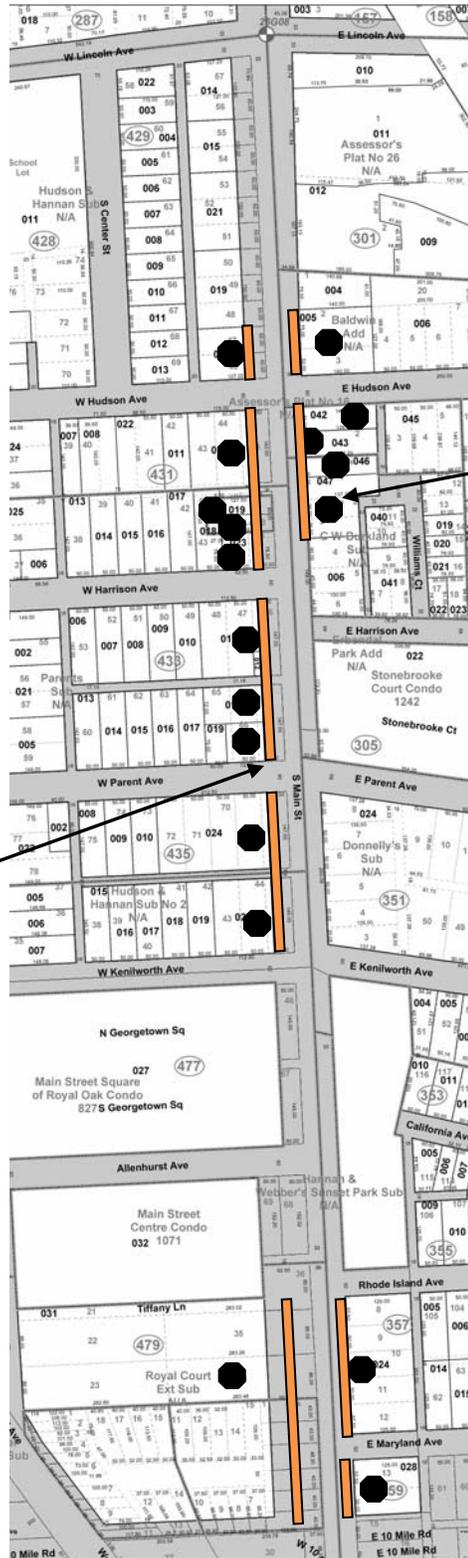
Donald E. Johnson  
City Manager

# Attachment 1

**Recommended Assessment for  
Decorative Concrete Sidewalks and Driveways, etc.  
Along S Main Street  
From 10 Mile Road to Lincoln Avenue**

<b>Parcel Number</b>	<b>Subdivision &amp; Lot No.</b>	<b>Frontage</b>	<b>Corrected Frontage</b>	<b>Benefit Units</b>	<b>Rate</b>	<b>Assessment</b>
25-21-429-020	Hudson & Hannan Sub	100.00	100.00	1	\$314.04	\$31,404.26
25-21-431-012	Hudson & Hannan Sub	149.00	149.00	1	\$314.04	\$46,792.35
25-21-431-019	Parent's Subdivision	77.50	77.50	1	\$314.04	\$24,338.30
25-21-431-023	Parent's Subdivision	78.50	78.50	1	\$314.04	\$24,652.34
25-21-433-011	Parent's Subdivision	100.00	100.00	1	\$314.04	\$31,404.26
25-21-433-012	Parent's Subdivision	47.00	47.00	1	\$314.04	\$14,760.00
25-21-433-018	Parent's Subdivision	72.00	72.00	1	\$314.04	\$22,611.07
25-21-433-020	Parent's Subdivision	75.00	75.00	1	\$314.04	\$23,553.19
25-21-435-023	Hudson & Hannan Sub #2	145.00	145.00	1	\$314.04	\$45,536.17
25-21-435-024	Parent's Subdivision	147.00	147.00	1	\$314.04	\$46,164.26
25-21-479-031	Hudson & Hannan Sub #2 etal	416.23	416.23	1	\$314.04	\$130,713.95
25-22-301-005	Baldwin Addn. Sub	127.00	127.00	1	\$314.04	\$39,883.41
25-22-303-042	Baldwin Addn. Sub	50.00	50.00	1	\$314.04	\$15,702.13
25-22-303-043	Assessor's Plat #16	50.00	50.00	1	\$314.04	\$15,702.13
25-22-303-046	Assessor's Plat #16	40.66	40.66	1	\$314.04	\$12,768.97
25-22-303-047	Assessor's Plat #16	112.00	112.00	1	\$314.04	\$35,172.77
25-22-357-024	Hannan & Webber's Sunset ...	265.00	265.00	1	\$314.04	\$83,221.29
25-22-359-028	Hannan & Webber's Sunset ...	97.50	97.50	1	\$314.04	\$30,619.15
	<b>Totals</b>	<b>2,149.39</b>	<b>2,149.39</b>	<b>1</b>	<b>\$314.04</b>	<b>\$675,000.00</b>

**S. Main Street Streetscapes Special Assessment Evaluation**



Proposed special assessment streetscape sidewalk location

Property in proposed district (typ.)

**S. Main Street Streetscapes**  
Special assessment public streetscape sidewalk improvements along S. Main Street between 10 Mile Road and Lincoln Avenue consisting of decorative concrete sidewalks and driveways; new and replacement ornamental street lights and street lighting electrical system; decorative iron street tree grates, trees, landscaping and irrigation system; and necessary drainage improvements.

# Attachment 2

## S. Main Street Streetscapes Special Assessment Evaluation

Property Owner(s)	Address	Tax Parcel ID.	Subdivision	Front Footage
<i>Rt &amp; S Building, LLC</i>	924 S Main Street	2521429020	Hudson & Hannan Subdivision	100
<i>Larry Pappas</i>	1000 S Main Street	2521431012	Hudson & Hannan Subdivision	149
<i>Main Donut Stop</i>	1016 S Main Street	2521431019	Parent's Subdivision	77.5
<i>Vojno Dimovski</i>	1026 S Main Street	2521431023	Parent's Subdivision	78.5
<i>Main Street Living, LLC</i>	1100 S Main Street	2521433011	Parent's Subdivision	100.00
<i>Karen M Shea/Jean Bower</i>	1108 S Main Street 1110 S Main Street	2521433012	Parent's Subdivision	47.00
<i>Sage Real Estate, LLC</i>	1116 S Main Street	2521433018	Parent's Subdivision	72.0
<i>Flatso Ventures, LLC</i>	1128 S Main Street	2521433020	Parent's Subdivision	75.0
<i>Main Floor Covering Royal Oak</i>	1224 S Main Street	2521435023	Hudson & Hannan Subdivision #2	145.0
<i>Flatso Ventures, LLC</i>	1214 S Main Street	2521435024	Parent's Subdivision	147.0
<i>Royal Oak Downtown Development Authority</i>	Vacant	2521479031	Hudson & Hannan Sub.#2; Lucking's, Royal Ct. Ext, Subs.	416.23

# Attachment 2

## S. Main Street Streetscapes Special Assessment Evaluation – cont.

<i>B &amp; B Investment, LLC</i>	919 S Main Street	2522301005	Baldwin Addn. Subdivision	127.0
<i>B &amp; B Investment, LLC</i>	Parking lot	2522303042	Baldwin Addn. Subdivision	50.0
<i>Watkins Management, LLC</i>	1007 S Main Street	2522303043	Assessor's Plat #16	50.0
<i>Watkins Management, LLC</i>	1015 S Main Street	2522303046	Assessor's Plat #16	40.66
<i>Atnas Properties, LLC</i>	1023 S Main Street 1025 S Main Street	2522303047	Assessor's Plat #16	112.0
<i>Royal Oak Downtown Development Authority</i>	MDOT	2522357024	Hannan & Webber's Sunset Park Sub.	265.0
<i>Royal Oak Downtown Development Authority</i>	1603 S Main Street MDOT	2522359028	Hannan & Webber's Sunset Park Sub.	97.5
Total Frontage				2149.39

At a Regular Meeting of the Commission of the City of Royal Oak, Michigan, held at the City Hall in said City, on the 15th day of October, 1979, at 7:30 o'clock p. m.:

PRESENT: Commissioners Austin, Hallman, Kelber, Schoenholtz,  
Warren, Webster

Mayor                      Lewis

The following Resolution was adopted:

"BE IT RESOLVED, that the term of Special Assessment Rolls for sidewalk construction and reconstruction shall be six (6) years:

BE IT FURTHER RESOLVED, that the term of Special Assessment Rolls for new paving, street reconstruction, water and sewer projects shall be fifteen (15) years."

ADOPTED UNANIMOUSLY.

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Commission of the City of Royal Oak at a Regular Meeting held on October 15, 1979.

  
\_\_\_\_\_  
Evelyn H. Denske, City Clerk

**Downtown Development Authority  
Recommendation Regarding Sidewalk Cafes**

January 27, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

The Royal Oak Downtown Development Authority (DDA) at its January 20, 2016 meeting adopted the following resolution:

**Moved** by Director Baglio  
**Supported** by Director Krieger

**Be It Resolved**, the Royal Oak Downtown Development Authority (DDA) hereby recommends to the city commission that sidewalk café license agreements be amended to end on October 20<sup>th</sup> of each year.

**Motion approved unanimously.**

The DDA's Consumer Marketing Committee had recommended a change because of congestion; conflicts and safety concerns surrounding the annual Spooktacular (Halloween) event. Members of the board that also participate in the Royal Oak Restaurant Association indicated they would discuss this action with the association at their next meeting.

Preliminary discussions indicate some RORA members would like to also change the date when sidewalk cafes can be installed each spring; basically replacing the days lost at the end of season. The RORA had not met as of the date of this letter. However, that could result in café fencing going up before the end of snow season so staff is not recommending this occur as well.

The current sidewalk café license agreements allow cafes to be installed on April 15<sup>th</sup> and require removal by October 31<sup>st</sup> of each year.

Staff is about to distribute renewal materials so any changes would need to be adopted at this city commission meeting or delayed until next year. The following resolution changes the removal date only.

**Be it resolved**, sidewalk café licenses shall allow cafés to be installed April 15 and must be removed by October 20<sup>th</sup> each year.

Respectfully submitted,  
Timothy E. Thwing  
Executive Director, DDA

Approved,



Donald E. Johnson  
City Manager

**Approval of Agreement  
Transferring Road Jurisdiction**

January 27, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

At the direction of the city commission, staff has been working with the Road Commission for Oakland County to swap the city's portion of 12 Mile Road from Woodward Avenue to Campbell Road for the county's portion of 11 Mile Road from Woodward Avenue to I-75 Service Drive and Coolidge Highway from Woodward Avenue to Webster Street.

A copy of the agreement to transfer the jurisdiction of the roads as outlined above is attached (Attachment 1). No monetary adjustments or consideration are included in the transfer. It is our understanding that the road commission will consider this matter at its meeting of February 11<sup>th</sup>, 2016 and we anticipate they will approve the agreement.

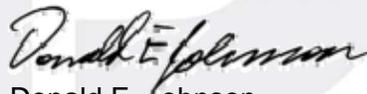
If the city commission wants to complete the transfer of the jurisdiction for these roads, the following resolution is recommended for adoption:

**Be it resolved**, the city commission approves the Agreement Transferring Road Jurisdiction between the City of Royal Oak and the Board of County Road Commissioners of the County of Oakland; and

**Be it further resolved**, the mayor and city clerk are authorized to execute the agreement on behalf of the city.

Respectfully submitted,  
Timothy E. Thwing  
Director of Community Development

Approved,



Donald E. Johnson  
City Manager

1 Attachment

# Attachment 1

## AGREEMENT TRANSFERRING ROAD JURISDICTION

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Royal Oak, County of Oakland, State of Michigan (hereinafter "the City") and the Board of County Road Commissioners of the County of Oakland, State of Michigan (hereinafter "the Board"), states as follows:

WHEREAS, the segment of 11 Mile Road, from Woodward Avenue to the Interstate 75 Service Drive (the "11 Mile Segment") and the segment of Coolidge Highway from Woodward Avenue to Webster Street (the "Coolidge Segment") are public roads under the jurisdiction of the Board; and

WHEREAS, the segment of 12 Mile Road from Woodward Avenue to Campbell Road (the "12 Mile Segment") is a public road under the jurisdiction of the City of Royal Oak; and

WHEREAS, the Board wishes to transfer its jurisdiction over the 11 Mile Segment and the Coolidge Segment to the City, giving the City jurisdiction over the entirety of 11 Mile and Coolidge Roads within the City limits; and

WHEREAS, the City wishes to transfer its jurisdiction over the 12 Mile Segment to the Board, giving the Board jurisdiction over the entirety of 12 Mile Road within the City limits; and

WHEREAS, 1969 PA 296, as amended; MCL 247.851, *et seq*, provides for the execution of a written agreement in reference to such transfers of jurisdiction; and

WHEREAS, by Resolution adopted \_\_\_\_\_, 2015, the Board did consent to the transfer of jurisdiction of the 11 Mile Segment and the Coolidge Segment from the Board to the City and to the transfer of jurisdiction of the 12 Mile segment from the City to the Board; and, in said Resolution, did authorize the execution of this written agreement; and

WHEREAS, by Resolution adopted \_\_\_\_\_, 2015 the City did consent to the transfer of jurisdiction of the 11 Mile Segment and the Coolidge Segment from the Board to the City and to the transfer of jurisdiction of the 12 Mile Segment from the City to the Board; and, in said Resolution, did authorize the execution of this written agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and in compliance with the provisions of 1969 PA 296, it is mutually agreed by the parties hereto as follows:

1. That jurisdiction of the following described 11 Mile Segment and Coolidge Segment is transferred from the Board to the City, effective \_\_\_\_\_, 2015. The limits and general description of such road segments are:

**11 Mile Segment: Beginning at Woodward Ave. in the City of Royal Oak, County of Oakland, State of Michigan, and extending easterly approximately 2 miles to the Interstate 75 Service Drive.**

**Coolidge Segment: Beginning at Woodward Ave. in the City of Royal Oak, County of Oakland, State of Michigan, and extending a total of approximately 0.5 miles, first south-westerly to Belle Court, and then south-easterly to Webster St.**

# Attachment 1

This transfer of jurisdiction shall include all existing drainage easements and road rights of way, whether recorded or otherwise, secured in connection with the above-described portion of road and all things now existing for highway purposes upon and along such portion of road and appurtenant thereto.

2. The Board shall not be required to improve, renovate, repair or reconstruct any portion of said 11 Mile Segment and Coolidge Segment and shall remain responsible for maintenance of said segments of road, as described above, until the transfer of jurisdiction becomes effective on the date set forth above.

3. That jurisdiction of the following described 12 Mile Segment is hereby transferred from the City to the Board, effective \_\_\_\_\_, 2015. The limits and general description of such road segment is:

**12 Mile Segment: Beginning at Woodward Ave. in the City of Royal Oak, County of Oakland, State of Michigan, and extending easterly approximately 2.5 miles to Campbell Rd.**

4. This transfer of jurisdiction shall include all existing drainage easements and road rights of way, secured in connection with the above-described portion of road and all things now existing for highway purposes upon and along such portion of road and appurtenant thereto; provided, however, that fee title shall remain in the City.

5. The City shall not be required to improve, renovate, repair or reconstruct any portion of said 12 Mile Segment and shall remain responsible for maintenance of said segment of road, as described above, until the transfer of jurisdiction becomes effective on the date set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF OAKLAND

By: \_\_\_\_\_  
Dennis G. Kolar  
Its: Managing Director

CITY OF ROYAL OAK,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Jim Ellison  
Its: Mayor

By: \_\_\_\_\_  
Melanie Halas  
Its: City Clerk

**Approval of First Amendment  
2015-2016 Winter Maintenance Agreement**

January 27, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

As a result of the road jurisdiction transfers previously approved the 2015-2016 Winter Maintenance Agreement with the Road Commission for Oakland County needs to be amended.

The roadway transfers have resulted in a change in road segment lengths and therefore the scheduled payments need to be adjusted.

Attached is a copy of the purposed first amendment. It is our understanding that the road commission will consider this amendment at its meeting of February 11<sup>th</sup>, 2016 (Attachment 1).

The following resolution is recommended for approval:

**Be it resolved**, the mayor and city clerk are authorized to execute the First Amendment to 2015-2016 Winter Maintenance Agreement with the Road Commission for Oakland County.

Respectfully submitted,  
Timothy E. Thwing  
Director of Community Development

Approved,

  
Donald E. Johnson  
City Manager

1 Attachment

# Attachment 1

## FIRST AMENDMENT TO 2015-2016 WINTER MAINTENANCE AGREEMENT CITY OF ROYAL OAK DATED NOVEMBER 19, 2015

This First Amendment to an agreement dated November 19, 2015 is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between The City of Royal Oak (“City”) and the Road Commission for Oakland County (the “RCOC”), and provides as follows:

WHEREAS, the City and the RCOC entered into an Agreement (the “Agreement”) dated November 19, 2015, providing for the City to perform winter maintenance on the a segment of 11 Mile Road and a segment of Coolidge Highway that are located within the City, but that were, at the time of the Agreement, under Road Commission jurisdiction; and

WHEREAS, subsequent to the execution of the Agreement, the City and RCOC agreed to transfer the 11 Mile segment and the Coolidge segment from RCOC jurisdiction to City jurisdiction, and to transfer a segment of 12 Mile Road from City jurisdiction to RCOC jurisdiction;

WHEREAS, the purpose of this First Amendment is to update the Agreement between the City and RCOC to reflect the changed jurisdiction of the 11 Mile Road, 12 Mile Road and Coolidge Highway segments.

NOW, THEREFORE, it is agreed between the parties to amend the Agreement as follows:

### **1. Consideration**

Section III is amended to provide that, in consideration of the assumption of Winter Maintenance by the City, the Board agrees to pay to the City the total sum of \$16,092.36. The Board will pay to the City an initial payment of \$8,578.42 in January of 2016. This initial payment compensates the City for winter maintenance on the 11 Mile Road segment and the Coolidge Highway segment during the first half of the winter season. The Board will pay to the City a second and final payment of \$7,513.94 in March of 2016. This second payment will compensate the City for winter maintenance on the 12 Mile Road segment for the second half of the winter season. These payments are further described in First Amended Exhibit A, which is attached hereto.

### **2. Exhibit A**

Exhibit A to the Agreement is eliminated in its entirety and replaced with the First Amended Exhibit A attached hereto.

### **3. Continuation of Terms**

Except as set forth herein, all other terms and conditions of the Agreement remain as set forth before this First Amendment.

# Attachment 1

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first set forth above.

Witness:

\_\_\_\_\_

ROAD COMMISSION FOR  
OAKLAND COUNTY, a public body  
corporate

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

Dennis G. Kolar, P.E.  
Managing Director

CITY OF ROYAL OAK,  
a municipal corporation

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

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

Jim Ellison

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

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

Melanie Halas

Its: City Clerk \_\_\_\_\_

# Attachment 1

## FIRST AMENDED EXHIBIT A

### **Initial Payment for Winter Maintenance during the 1<sup>st</sup> half of the 2015-2016 season**

#### Eleven Mile Road

Extending from Woodward Avenue to Stephenson Highway

2.20 miles at \$3,130.81 per mile (50% of the annual rate of \$6,261.62 per mile) \$6,887.78

#### Coolidge Highway

Extending from Webster to Woodward Avenue

0.54 miles at \$3,130.81 per mile (50% of the annual rate of \$6,261.62 per mile) \$1,690.64

**INITIAL PAYMENT \$8,578.42**

### **Second Payment for Winter Maintenance during the 2<sup>nd</sup> half of the 2015-2016 season**

#### Twelve Mile Road

Extending from Woodward Avenue to Campbell Highway

2.40 miles at \$3,130.81 per mile (50% of the annual rate of \$6,261.62 per mile) \$7,513.94

**SECOND PAYMENT \$7,513.94**

<b>Initial payment</b>	<b>(Jan. 2016)</b>	<b>\$ 8,578.42</b>
<b>Second payment</b>	<b>(Mar. 2016)</b>	<b><u>\$ 7,513.94</u></b>

**TOTAL PAYMENT FOR WINTER MAINTENANCE 2015-2016 \$16,092.36**

**Approval of Second Amendment  
Fiscal Year 2015-2016 Budgets**

January 27, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

This letter serves as a request for budget amendments to the fiscal year 2015-2016 budgets for the general, major streets, local streets, publicity, brownfield, DDA TIFA, library, state construction code, ROOTS, senior citizens services, auto parking, library building authority, and water and sewer funds. We request the approval of the budget amendments for these funds to incorporate the following changes:

**General fund**

**Taxes**

Tax revenues are requested to increase \$200,000 due to a use tax distribution from the state to reimburse for personal property tax loss.

**Licenses and permits**

Licenses and permits revenues are requested to decrease \$35,900 due to the city no longer issuing initial merchant licenses, annual merchant licenses, bond plates, or taxi cab driver licenses.

**Interest and rentals**

Interest and rentals revenues are requested to increase \$66,000 for the total soccer lease which was not included in the original budget.

**Grants**

Grant revenues are requested to increase \$4,080 for a federal grant to purchase ADA compliant voting booths and \$13,420 to recognize a MMRMA grant to purchase court security equipment for a total of \$17,500.

**Reimbursements**

Reimbursement revenues are requested to increase \$31,640 due to receiving a State of Michigan reimbursement for the May 5<sup>th</sup> election.

**General government**

General government expenditures are requested to increase \$13,000 to replace the outdoor analog cameras at the court with new digital cameras.

**Recreation and culture**

Recreation and culture expenditures are requested to increase \$3,000 for emergency repairs to the Starr House foundation and \$63,000 for personnel

costs for parks and forestry due to increased park maintenance and tree maintenance for a total increase of \$66,000.

**Transfers out**

Transfers out are requested to increase \$400 to cover overtime premium for one librarian and double time premium for one clerk for coverage at the library related to the Martin Luther King holiday.

**Use of fund balance**

Use of fund balance is requested to decrease by \$199,840 to \$1,591,940.

**Major streets fund**

Total revenues and expenditures will not change. Transfer to capital projects is requested to increase \$1,796,000 and capital outlay will be reduced by \$1,796,000 as old projects are still charged to the capital projects fund as opposed to the new construction cost center within the fund where they were originally budgeted.

**Local streets fund**

Total revenues and expenditures will not change. Transfer to capital projects is requested to increase \$5,112,000 and capital outlay will be reduced by \$5,112,000 as old projects are still charged to the capital projects fund as opposed to the new construction cost center within the fund where they were originally budgeted.

**Publicity fund**

Publicity fund expenditures are requested to increase \$4,800 for Insight Magazine printing costs. The city continues to add more information in the brochure, thus increasing pages and cost. Revenues are requested to increase \$4,800 due to the net effect of a \$2,000 decrease in tax revenue due to tax generation being lower than budgeted and an increase of \$6,800 in use of fund balance.

**Brownfield redevelopment authority**

Brownfield redevelopment authority revenues will increase \$17,440 due to captured taxable value being higher than estimated during budget preparation last Spring. Expenditures will increase \$17,440 for reimbursements and administrative fees.

**DDA TIFA fund**

DDA fund revenues and expenditures will not change. Transfer to capital projects is requested to be reduced by \$1,000,000 and construction cost center expenditures are requested to increase by \$1,000,000 as the 4<sup>th</sup> Street improvement project is being charged to the new cost center within the fund rather than a transfer out.

### **Library fund**

Revenues are requested to increase \$400 due to the net effect of a \$35,000 increase in library penal fines, a \$35,000 decrease in use of fund balance, and a \$400 transfer in from the general fund. Expenditures are requested to increase \$400 due to overtime costs for coverage at the library related to the Martin Luther King holiday.

### **State construction code fund**

Revenues are requested to increase \$930,850 due to the net effect of a \$985,000 increase in permit revenue and a \$54,150 decrease in use of fund balance. Expenditures will increase \$930,850 due to a contribution to fund balance.

### **ROOTS fund**

ROOTS fund revenues are requested to increase by \$8,500 due to \$1,260 additional in general donations than budgeted, \$500 additional in police donations than budgeted, \$500 additional in library donations than budgeted, \$560 additional in farmer's market donations than budgeted, \$3,930 additional in recreation donations than budgeted and an increase of \$1,750 in use of fund balance. Expenditures are requested to increase \$8,500 due to \$100 in miscellaneous supplies for the fire department, an increase of \$6,600 for recreation program supplies, and a \$1,800 increase in miscellaneous expenditures for employee appreciation (Beaumont donations).

### **Senior center services fund**

Senior center expenditures are requested to increase \$15,000 due to emergency repairs including a new furnace and a replacement hot water heater. Source of funding is use of fund balance.

### **Other**

**Auto parking fund** – There is not an official resolution for this fund as it is not officially adopted due to being an enterprise fund. Expenses are requested to increase \$153,000 for car counting systems at all three structures and \$25,000 for multi-space meters at the farmer's market lot and the 6<sup>th</sup> and main street lot for a total increase of \$178,000. Source of funding is use of retained earnings. Additionally, transfer to capital projects is requested to increase \$572,420 and the construction cost center expenses will decrease \$572,420 as the farmer's market parking lot project is being charged to the capital project fund as opposed to the construction cost center within the fund where it was originally budgeted.

**Library building authority fund** - There is not an official resolution for this fund as it is not officially adopted. Revenues and expenses are requested to decrease \$291,790 as the library debt principal and interest will now be paid directly from the library fund.

**Water and sewer fund** – There is not an official resolution for this fund as it is not officially adopted due to being an enterprise fund. Total revenues and expenses will not change. Transfer to capital projects is requested to increase \$6,010,000 and capital outlay will be reduced by \$6,010,000 as old projects are still charged to the capital projects fund as opposed to the new construction cost center within the fund where they were originally budgeted.

It is recommended that the following amended budget resolution be approved by the city commission.

**Be It Resolved**, the city commission hereby approves the fiscal year 2015-16 amended budgets for the following funds:

**General Fund**

General Government	11,597,470
Community and Economic Development	577,020
Health and Welfare	0
Public Safety	641,930
Public Works	1,418,010
Recreation and Culture	1,414,050
Transfers Out	19,983,150

**Expenditures Total 35,631,630**

Taxes	17,549,500
Licenses and Permits	1,884,100
Grants	5,386,550
Charges for Services	2,353,900
Fines and Forfeitures	5,235,000
Interest and Rentals	343,000
Contributions and Donations	0
Reimbursements	432,640
Other Revenues	55,000
Transfers In	800,000
Use of Fund Balance	1,591,940

**Revenues, Transfers and Use of Fund Balance 35,631,630**

<b>Major streets fund</b>		
	expenditures total	3,942,610
	revenues, transfers and use of fund balance	3,942,610
<b>Local streets fund</b>		
	expenditures total	7,996,510
	revenues, transfers and use of fund balance	7,996,510
<b>Publicity fund</b>		
	expenditures total	73,370
	revenues, transfers and use of fund balance	73,370
<b>Brownfield redevelopment authority</b>		
	expenditures total	33,030
	revenues, transfers and use of fund balance	33,030
<b>DDA development fund</b>		
	expenditures total	4,286,280
	revenues, transfers and use of fund balance	4,286,280
<b>Library millage fund</b>		
	expenditures total	2,435,080
	revenues, transfers and use of fund balance	2,435,080
<b>State construction code fund</b>		
	expenditures total	2,835,000
	revenues, transfers and use of fund balance	2,835,000
<b>ROOTS fund</b>		
	expenditures total	226,170
	revenues, transfers and use of fund balance	226,170
<b>Senior citizen services fund</b>		
	expenditures total	817,850
	revenues, transfers and use of fund balance	817,850

**General Fund Before Amendment**

<b>General Fund Summary</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Adopted Budget</b>	<b>2016-2017 Projected Budget</b>	<b>2017-2018 Projected Budget</b>	<b>2018-2019 Projected Budget</b>	<b>2019-2020 Projected Budget</b>
Beginning Fund Balance	11,149,200	13,085,090	11,293,310	9,005,040	6,753,600	476,120
Revenues	31,762,370	32,960,450	33,064,200	33,603,870	33,830,610	34,184,540
Expenditures	30,512,620	35,552,230	35,992,470	39,085,310	40,588,090	42,106,670
Net	1,249,750	(2,591,780)	(2,928,270)	(5,481,440)	(6,757,480)	(7,922,130)
Transfers from other funds	1,057,820	800,000	640,000	600,000	480,000	384,000
Net Change in Fund Balance	2,307,570	(1,791,780)	(2,288,270)	(4,881,440)	(6,277,480)	(7,538,130)
Ending Fund Balance	13,085,090	11,293,310	9,005,040	6,753,600	476,120	(7,062,010)
Fund Balance as a percentage of Expenditures	42.88%	31.77%	25.02%	17.28%	1.17%	-16.77%

**General Fund After Amendment**

<b>General Fund Summary</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Adopted Budget</b>	<b>2016-2017 Projected Budget</b>	<b>2017-2018 Projected Budget</b>	<b>2018-2019 Projected Budget</b>	<b>2019-2020 Projected Budget</b>
Beginning Fund Balance	11,149,200	13,085,090	11,493,150	9,204,880	6,953,440	675,960
Revenues	31,762,370	33,239,690	33,064,200	33,603,870	33,830,610	34,184,540
Expenditures	30,512,620	35,631,630	35,992,470	39,085,310	40,588,090	42,106,670
Net	1,249,750	(2,391,940)	(2,928,270)	(5,481,440)	(6,757,480)	(7,922,130)
Transfers from other funds	1,057,820	800,000	640,000	600,000	480,000	384,000
Net Change in Fund Balance	2,307,570	(1,591,940)	(2,288,270)	(4,881,440)	(6,277,480)	(7,538,130)
Ending Fund Balance	13,085,090	11,493,150	9,204,880	6,953,440	675,960	(6,862,170)
Fund Balance as a percentage of Expenditures	42.88%	32.26%	25.57%	17.79%	1.67%	-16.30%

Respectfully submitted,  
Julie Rudd  
Director of Finance

Approved,

  
Donald E. Johnson  
City Manager

## Approval of Key Employee Incentive Plan

February 1, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

Approval of the Key Employee Incentive Plan which is part of Chief O'Donohue's agreement had to wait until we had obtained an actuarial evaluation of the plan. A copy of the plan (Attachment 1) and the actuarial evaluation (Attachment 2) are attached. Commissioners received the actuarial last week via email because state law requires you have it at least seven days prior to voting on it.

The plan was drafted by labor attorney Howard Shifman. He consulted with our pension attorney during the process. The actuarial was performed by Mark Buis of Gabriel Roeder Smith & Company.

The actuarial shows the change in the net present value of pension benefits to be \$4,979.

The following resolution is recommended for approval:

**Be it resolved**, the commission approves the Key Employee Incentive Plan and authorizes Chief O'Donohue's participation.

Respectfully submitted,



Donald E. Johnson  
City Manager

2 Attachments

## Key Employee Incentive Program (KEIP)

This document shall set forth the retention program available to the assistant city manager/chief of police, Corrigan O'Donohue (hereinafter "Participant") made available upon his appointment and acceptance of his position. The Participant shall be eligible for enrollment in a "Key Employee Incentive Program" ("hereinafter KEIP"). A copy of this agreement shall be submitted to the retirement board for benefit coordination. Once elected, participation in the KEIP is irrevocable.

- I. Upon entering into the KEIP the Participant acknowledges that he shall cease to earn credited service in the retirement system and shall cease making contributions to the system. The amount of credited service, multiplier and average final compensation shall be fixed as of the participant's election date. Increases in compensation and additional service earned after the participant's election date will not be included in the calculation of an active or participant's pension benefit. Should the participant select to have his accumulated contributions refunded (annuity Withdrawal) the value of the annuity shall remain with the retirement system and earn interest consistent with active member contributions.
- II. The participant will continue to provide services to the city and will receive remuneration, including fringe benefits, in accordance with the applicable agreements governing his employment. The member shall be eligible to participate in elections of the active retirement system, which may include serving as a trustee on the retirement board.
- III. The participant shall be provided health insurance benefits consistent with the terms and conditions of his employment agreement and shall be subject to changes as implemented by the City of Royal Oak. Participant's retirement health insurance shall be governed and provided by the terms in force at the time of separation of employment and not upon the date of KEIP participation.
- IV. The maximum period for participation in the KEIP program is six (6) years (the "participation period"). The six (6) year participation period shall not constitute a guarantee of employment or program participation. There shall be a minimum period of three (3) years for vesting to take place. If the employee separates service prior to the three (3) year vesting period for any reason other than termination as specified in this agreement, he shall be eligible for 33 1/3 % of the value of his KEIP account for each year of service (pro-rated prior to the completion of a full year). The participant's monthly pension benefit which is credited to his account shall cease as of the earlier of the participant's termination of employment or expiration of the KEIP participation period. Interest on the account shall cease as of the earlier of the participant's termination of employment or expiration of the KEIP participation period.

# Attachment 1

- V. If the participant is involuntarily separated from the city during the six (6) year eligible participation period, he acknowledges the city is not liable for any KEIP benefits that would have accrued over a full realized six (6) year participation period. Upon retirement, the participant's monthly retirement benefit from the retirement plan shall be the same as the monthly amount credited to his KEIP account during the participation period and the participant shall be eligible for a distribution of his KEIP account balance.
- VI. During the participation period, the participant's KEIP account shall be credited monthly with an amount equal to the regular monthly retirement benefit to which the participant is entitled from the retirement plan.
  - A. Prior to the participant's participation date, the participant must elect to have his retirement benefit paid in the form available to him at the time of regular retirement. The participant may **not** change the form of benefit, or his beneficiary on or after his participation date.
  - B. Cessation of employment at or before the expiration of the maximum six (6) year participation period shall result in forfeiture of the participant's monthly KEIP program benefit otherwise payable to his KEIP account. Upon cessation of participation, benefits shall be made payable under the plan document.
- VII. An individual account shall be created in the accounting records of the retirement plan for the participant. The Participant's account shall be credited throughout the duration of the participant's participation period with the participant's monthly benefit and an interest payment based upon the previous years Consumer Price Index, not to exceed 2%, per annum, prorated for any fraction of a year. The individual account shall be maintained for the benefit of the participant and will be managed by the retirement board in the same manner as the other funds held in the retirement plan.
- VIII. At the time of enrollment the participant will nominate a beneficiary for any accumulated amounts in the participant's account. A participant may subsequently revoke this beneficiary designation and nominate a new beneficiary provided; this will only go into effect upon receipt by the retirement board of a validly executed beneficiary nomination form.
- IX. Upon cessation of the participant's employment to the city, the participant shall receive the accumulated lump sum in his KEIP account, either in the form of a direct payment or a rollover to an eligible IRS qualified plan.
- X. If the participant dies either during the participation period, or after the participation period, but before the KEIP account balance has been fully vested;

# Attachment 1

the participant's designated beneficiary(ies) shall receive the remaining balance in the participant's KEIP account, subject to Article IV above. If the participant has failed to name a beneficiary, the account balance shall be payable to the participant's estate.

- XI. If participant becomes disabled such that it would preclude him from performing his obligations under the agreement with the city, the participant's participation in the KEIP shall cease and the participant shall receive such benefits as if the participant had ceased providing services to the city and the participation period had ended. Application and determination of disability shall be conducted in accordance with the retirement plan provisions; however, the participant shall not be eligible for disability benefits from the retirement system.
- XII. The City of Royal Oak hereby disclaims any and all responsibility for any tax implications that may affect an individual's participation in the KEIP. The city recommends that each participant consult with a professional tax advisor, CPA, or other such individual capable of providing tax advice. It is understood and acknowledged that this program is not binding upon anyone other than the named participant and shall not serve as precedential in any future dealings with the Royal Oak retirement system.
- XIII. The KEIP is subject to the requirements of the Internal Revenue Code ("IRC") and related regulations including, but not limited to, IRC Section 415(b) relating to the amount of benefits that can be paid; IRC Section 401(a)(9) relating to the minimum distribution rules; and IRC Section 401(a)(31) relating to the rollover of benefits. This KEIP is hereby established within the retirement plan in accordance with the terms set forth herein. Any provision of this program, or portion thereof that is determined to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

January 25, 2016

Mr. Donald E. Johnson  
City Manager  
City of Royal Oak  
211 S. Williams Street  
Royal Oak, MI 48067

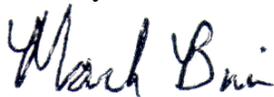
**Re: Supplemental Valuation for the City of Royal Oak Retirement System – Key Employee Incentive Program**

Dear Mr. Johnson:

As requested, enclosed are the results of the supplemental valuation for the City of Royal Oak Retirement System.

Please do not hesitate to call me with any questions or comments regarding this study.

Sincerely,



Mark Buis, FSA, MAAA

MB:sac

## CONFIDENTIAL

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**To:** Mr. Donald E. Johnson, City Manager  
City of Royal Oak Retirement System

**From:** Mark Buis, FSA, MAAA and James D. Anderson, FSA, MAAA  
Gabriel, Roeder, Smith & Company

**Subject:** Supplemental Valuation for the City of Royal Oak Retirement System –  
Key Employee Incentive Program

**Date:** January 25, 2016

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This report contains actuarial valuations of the Key Employee Incentive Program (KEIP) of the City of Royal Oak Retirement System. This report has been prepared at the request of the City and may be supplied to entities other than the City only in its entirety and only with the permission of the Board. This report should not be relied on for any other purpose.

Mark Buis and James D. Anderson are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

**The date of the valuation was December 31, 2015.** This valuation was based upon information furnished by the City, for use in the June 30, 2015 valuation of the System and data provided specifically for this proposal. We checked for internal consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the City. All actuarial assumptions, methods and Plan provisions valued in this report, are as described in the June 30, 2015 valuation report except as explicitly described in this document.

# Attachment 2

## City of Royal Oak Retirement System Supplemental Actuarial Valuation Key Employee Incentive Program as of December 31, 2015

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Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

Actuarial assumptions are adopted by the Retirement Board of Trustees. In particular, the following assumptions were used:

- The assumed rate of interest was 7.75%.
- Payroll was assumed to increase 3.0% per year.
- The KEIP account balance was assumed to be credited 2% interest per year.

Summary of the data used as of December 31, 2015 for the supplemental is shown below:

<b>Active Members</b>	
Number	1
Payroll*	\$ 112,636
Averages	
-Age	46.79
-Service	25.00

\* Payroll as of June 30, 2015.

## City of Royal Oak Retirement System Supplemental Actuarial Valuation Key Employee Incentive Program as of December 31, 2015

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### Valuation Results

#### Current Provisions:

The Chief of Police is eligible to retire once he has earned 25 years of service.

#### Current Provisions:

The Chief of Police will enter the Key Employee Incentive Program (KEIP), which is described below:

- The participant's accrued pension benefit is frozen;
- During the participation period, the participant's KEIP account shall be credited monthly with an amount equal to the regular monthly retirement benefit to which the participant is entitled from the retirement plan;
- The participant's account shall be credit throughout the duration of the participant's participation period with the participant's monthly benefit and an interest payment based upon the previous year's Consumer Price Index, not to exceed 2%, prorated for any fraction of a year; and
- Upon cessation of the participant's employment to the city, the participant shall receive the accumulated lump sum in his KEIP account. Additionally, the participant's frozen retirement benefit will become payable.

#### Actuarial Statement:

	<b>Current Provisions</b>	<b>KEIP</b>	<b>Increase/ (Decrease) in PVFB</b>
<b>Present Value of Future Benefits (PVFB)</b>	\$ 1,011,489	\$ 1,016,468	\$ 4,979

Information that is essential to the understanding of these calculations is included in the Comments section.

**City of Royal Oak Retirement System  
Supplemental Actuarial Valuation  
Key Employee Incentive Program  
as of December 31, 2015**

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## **Comments**

**Comment 1** — The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based upon present plan provisions that are outlined in the report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in the report.

**Comment 2** — If you have reason to believe that the information provided in this report is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the authors of the report prior to making such decision.

**Comment 3** — The reader of this report should keep in mind that actuarial calculations are mathematical estimates based on current data and assumptions about future events (which may or may not materialize). Please note that actuarial calculations can and do vary from one valuation year to the next, sometimes significantly if the group valued is very small (less than 30 lives).

**Comment 4** — For the purposes of this study, we have assumed that the affected member stayed in the KEIP for the full six years. If the member leaves the KEIP prior to six years, results may be different.

**Request to Schedule City Commission Special Meeting  
Strategic Planning Goals and Objectives**

February 4, 2016

The Honorable Mayor Ellison and  
Members of the City Commission:

With the completion of the city commission's strategic planning sessions, I would like to request that you now schedule a meeting to discuss the goals and objectives with city administration and staff. This is a vital piece for departments to structure their needs and finalize their proposed budgets. I am suggesting that we hold the meeting prior to the next regularly scheduled city commission meeting on Monday, February 22, 2016 at 6:00p.m.

If the city commission is in agreement, the following resolution is recommended for adoption:

**Be it resolved**, the city commission hereby sets a Special Meeting to be held on Monday, February 22, 2016 at 6:00p.m. in the third floor conference room (309) at city hall for the purpose of discussing Strategic Planning Goals and Objectives.

Respectfully submitted,



Donald E. Johnson  
City Manager

DEJ / cds

**Announcements – February 8, 2016**  
**The next regular City Commission meeting will be**  
**February 22, 2016**

<b>UPCOMING MEETINGS</b>			
Tuesday February 9	Crime Prevention Council	6:00 p.m.	Police Conference Room
	Planning Commission	7:30 p.m.	City Commission Room 315
Wednesday February 10	Commission for the Arts	7:00 p.m.	Friends' Auditorium at the Public Library
Thursday February 11	Zoning Board of Appeals	7:00 p.m.	City Commission Room 315
Tuesday February 16	Charter Review Committee	5:30 p.m.	Mahany-Meining Senior Community Center
Thursday February 18	Historic District Study Committee	7:00 p.m.	Mahany-Meining Senior Community Center
	Animal Shelter Committee	7:15 p.m.	Police Conference Room
Tuesday February 23	Library Board of Trustees	7:00 p.m.	Friends' Auditorium at the Public Library
	Rehabilitation Board of Appeals	7:00 p.m.	Conference Room 309
Wednesday February 24	Downtown Development Authority	4:00 p.m.	City Commission Room 315
	Environmental Advisory Board	7:00 p.m.	Mahany-Meining Senior Community Center
	Historical Commission	7:00 p.m.	Orson Starr House Museum
Thursday February 25	ROOTS Foundation	7:00 p.m.	Mahany-Meining Senior Community Center

## SPECIAL EVENTS

**Thursday, February 11:** Did someone say, "SPAGHETTI DINNER?" Yum! Join the O'Brien Hibernians for a spaghetti dinner fundraiser from 5:00 to 8:00p.m. at the VFW Post 1669 (214 East Fourth Street). Entrance donation at the door: \$10 for adults, \$5 for children. Proceeds go to the St. Patrick's Day Parade. This event includes a silent auction.

The St. Patrick's Parade rolls down Washington Avenue on March 12 beginning at 11:00 a.m.

**Saturday, February 13:** "Owl Hoot" is being held at Cummington Park beginning at 7:30 pm. Park and meet at Leafdale and Torquay. We will walk into Cummington and attempt to lure in or have screech and great horned owls answer tape recordings of their calls. There is no pre-registration or cost for our public speaker programs and nature walks. For more information on the Royal Oak Nature Society & their programs, please call 248-246-3380, e-mail us at [naturesociety@romi.gov](mailto:naturesociety@romi.gov) or check out our website at [www.romi.gov/nature](http://www.romi.gov/nature). Y286 reads

**Sunday, February 14:** Take a step back in time and enjoy the February Open House at the Orson Starr House Museum (3123 North Main Street) from 1:00 to 4:00p.m. Enjoy the exhibit of antique Valentine's Day greeting cards to celebrate the romance of yesteryear! For additional information contact Isabelle at 248-548-6638

**Now Open and Weather Permitting:** Lace up those ice skates as depressions for two earth rinks at Grant Park and Exchange Park have been transformed to skateable ice rinks by Department of Public Service (DPS) volunteers!

**Continuing:** Did you know there will be three elections in Royal Oak this year? March 8; August 2 and November 8 will all be Election Days this year and the demand for election workers is very high. Workers receive \$160 for the day (this includes attending a training class prior to election). Applicants should feel comfortable using laptop computers, as they are in every precinct. If you're interested in this civic opportunity and would like to learn more, please go to <http://romi.gov/departments/city-clerk/election-inspector>

**Continuing:** Be involved in your hometown in an advisory capacity by volunteering to be a part of a city board, committee or commission. An informational list of boards and committees within the city and a current list of vacancies is posted on the city's website at: <http://romi.gov/departments/city-clerk/boards-committees>. Indicate your interest to serve by filling out an application. You can download the form at: [http://romi.gov/webfm\\_send/3611](http://romi.gov/webfm_send/3611). Students are encouraged to participate, too! The student application can be found at: [http://romi.gov/webfm\\_send/2967](http://romi.gov/webfm_send/2967). Be involved! Fill out an application today.

## HAPPENINGS AT THE PUBLIC LIBRARY

*PLEASE NOTE: More information and registration where specifically required for the events at the Public Library can be made by visiting [ropi.org](http://ropi.org) or calling the [Youth and Teen Services Desk at 248-246-3725](tel:248-246-3725). Most programs are completely free of charge unless otherwise noted in the event description.*

**Tuesday, February 9:** Bring the whole family to see "The Bunny Funnies," a crazy bunny adventure presented by Robert Pappineau and his Pippin Puppets at 7:00 p.m. Perfect for families with children ages 3 and up. Registration is limited to 100.

**Thursday, February 11:** Middle and high school students are invited to make Valentine's Day chocolates at 6:30p.m. Melt chocolate and choose your favorites molds to make handcrafted candy for your Valentine or yourself. Materials will be provided. Registration is limited to 20.

**Monday, February 15:** Students ages 10 to 18 are invited to some after-school fun at 4:00p.m. Take a break from homework and drop-in for an hour of crafts and games. Snacks provided. No registration is necessary.

**Tuesday, February 16:** Elementary and preschool students and their families are invited to join Miss Ann and her guitar 7:00p.m. for lively sing-a-longs, musical stories, and the chance to add to the beat with percussion instruments. Registration is limited to 40.

**Thursday, February 18:** Middle and high school students are invited to repurpose an old t-shirt into a tote bag or purse. This no-sew method is super easy and fun. T-shirts will be provided but feel free to bring your own favorites (knit fabrics are best). Fun and creativity begins at 6:30p.m. Registration is limited to 20.

**Saturday, February 20:** Registered therapy dogs will be here from 10:30a.m. to 12:15p.m. to listen to children read to them in a one-to-one setting. It is fun and helps improve reading skills because the dog listens attentively and does not judge, laugh or criticize. Registration is required to sign up for a 20-minute time slot.

**Tuesday, February 23:** Do you know what a nanosecond is? Have you ever held one? Participants can come and explore unique ways to measure time and learn what can happen in the blink of an eye in this Family Science Workshop presented by the U-M Museum of Natural History Outreach program at 7:00p.m. Designed for children ages 6-11, registration is limited to 30.

**Thursday, February 25:** Video game day at the Library!!! Come, chill out, and play Wii, Game Cube, and Xbox 360 with Kinect. Friends are welcome and snacks are provided but each session will be limited to 20, please call to register. Children ages 7 to 11 at the 4:30p.m. session and at 6:30pm. middle and high school age students take over the controls.

