



**Village Council Regular Meeting Agenda**  
**Tuesday, February 11, 2020**  
**7:00 PM – Council Chambers**  
**22 W. Burdick Street, Oxford, MI 48371**  
**248.628.2543**

1. Call to Order
2. Pledge of Allegiance & Moment of Silence
3. Roll Call: Bailey, Frost, Helmuth, Logan, Kemp
4. Approval of Agenda
5. Presentations: None.
6. Public hearings: None.
7. Call to Public:
8. Consent Agenda:
  - a. Receive and File items:
    - i. Correspondence:
    - ii. Letters, Reports and Minutes
  - b. Approval items: (roll call vote with bill amount)
    - i. Approval of Minutes: January 27, 2020
    - ii. Bills \$ 176,941.22
    - iii. Monthly Budget Report and Treasurer's Report
9. Unfinished/Old Business:
  - a. Residential Rental Registration & Inspection ordinance
  - b. Recreational Marijuana Ordinance
10. New Business
  - a. Letter of Resignation-Kate Logan
  - b. Resolution 20-04 MDOT Contract 19-5489, Job No. 121505CON; 121505PE
  - c. Communications Committee Chair Appointment
  - d. **Polly Ann Trail**
    - i. **By-Laws**
    - ii. **Interlocal Agreement**
    - iii. **Funding Formula amended amounts**
11. Items removed from consent agenda (from item 8)
12. Public Comment
13. Committee Reports
  - a. NOTA – D. Bailey
  - b. Planning Comm. – M. Helmuth
  - c. Cable Commission – M. Helmuth
  - d. Communications Comm. – K. Logan
  - e. DDA – J. Frost
  - f. Polly Ann Trail – A. Kemp
  - g. M-24 Task Force – J. FrostManager, Staff, and Attorney Reports
14. Council Comments
15. Closed Session: Per MCL 15.268 (c)
16. Adjournment

**Amended 2/11/2020**

## January 2020 Communications Report

### Village/DDA Website

All meeting minutes & agendas have been added to the site  
Google Analytics – 1533 site visits, 88% new visitor, 12% returning  
Acquisition: Organic Search 974, Direct 432, Referral 84, Social 67

### RestoreM-24 Website

Town Hall Meeting Videos & Presentations have been added to the site  
Google Analytics – 524 Visit to site,  
Acquisition: Organic Search 17, Direct 98, Referral 86, Social 332  
47 New subscribers to email list, 84 total subscribers

*Organic Search – used a search engine to find website*

*Direct – typed in url*

*Referral – got to site from another site*

*Social – got to site through social media*

### Community Events/Training Attended

1.6.20 DDA Promotions Committee Meeting  
1.7.20 Chamber Coffee Connect  
1.13.20 Restore M-24 Task Force  
1.20.20 Restore M-24 Town Hall – approximately 45 attended  
1.20.20 DDA Meeting  
1.23.20 Grant Writing Workshop  
1.27.20 MainStreet Training  
1.27.20 Restore M-24 Task Force  
1.30.20 Chamber Ribbon Cutting

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### Print

Restore M-24 Marketing, Town Hall Presentation, Detour Maps, Oxford Lakes Detour, Postcard  
Letters to business owners for promotions & business packets  
Dine Out Oxford Poster Design  
Calendar of Events  
Council Business Cards

### Social Media

+101 Facebook Likes  
+151 Facebook Follows



January 28, 2020

Village Council  
Village of Oxford  
22 W. Burdick Street, PO Box 94  
Oxford, Michigan 48371

**Subject: 2019 Planning Commission Annual Report and Action Plan**

Dear Council Members:

As required per the Michigan Planning Enabling Act, Section 125.3819 (2) (Act 33 of 2008, as amended), the Planning Commission respectfully submits a report of its 2019 activities. The Planning Enabling Act states:

*"A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."*

The following outlines all relevant information including the meetings held, commission membership, and significant accomplishments. The report outlines a plan of activities that the Commission could undertake to further the implementation of the Village Master Plan and in keeping within their prescribed powers and duties.

**MEETINGS**

1. Tuesday, January 15, 2019
2. Tuesday, February 5, 2019
3. Tuesday, March 19, 2019
4. Tuesday, April 16, 2019 – Joint Village Council and Planning Commission Meeting
5. Monday, May 20, 2019 – Town Hall Public Meeting on Recreational Marijuana
6. Tuesday, June 4, 2019
7. Tuesday, June 18, 2019
8. Tuesday, July 2, 2019
9. Tuesday, July 16, 2019
10. Tuesday, August 20, 2019
11. Tuesday, September 17, 2019
12. Tuesday, October 15, 2019
13. Tuesday, November 5, 2019
14. Tuesday, November 19, 2019
15. Tuesday, December 3, 2019
16. Tuesday, December 17, 2019

**PLANNING COMMISSIONERS**

1. Gary Douglas, Chairperson
2. Justin Ballard, Vice-Chair (Began term at January 15, 2019 Meeting)
3. Rose Bejma, Zoning Board of Appeals Liaison
4. Maureen Helmuth, Village Council Liaison





5. Kelsey Cooke (Began term at March 19, 2019 Meeting)
6. Jack Curtis
7. Leslie Pielack
8. Gary Deeg (Term on Commission expired effective February 2019)

### **SITE PLAN REVIEWS**

1. **Village Ridge Condominium Amendment.** A new property owner of vacant land within the Village Ridge Condominium proposed the construction of two new attached single-family structures in March 2019. The application required extensive research by the Village Administration and review by the Village Planner to determine the legal status of the proposed building location and the site's development history. Additionally, residents of the community have indicated the existing soil conditions and storm water issues may represent significant engineering challenges. Several additional planning and Village Engineer reviews have been conducted requesting the applicant to sufficiently address the concerns of the Village Engineer and the residents. Additional information and review are still required.
2. **425 S. Glaspie – TKMS Building Addition.** The applicant for the existing truck maintenance and storage yard facility proposed an addition to the existing structure, the demolition of an existing accessory structure and the reconfiguration of the site parking and vehicle circulation. The Planning Commission held two meetings, one expedited at the request of the applicant, to meet their schedule. Site Plan approval with conditions was granted at the November 19, 2019 meeting.

### **OTHER CONSIDERATIONS**

1. **Sign Design Review – 51 S. Washington.** The commission approved a proposed sign for the Apothecary retail business in the downtown located at 51 S. Washington.

### **ZONING ORDINANCE AMENDMENTS**

1. **Recommended Adoption of Outdoor Sales Ordinance.** A public hearing was held at the culmination of the ordinance creation process. The ordinance is intended to allow commercial uses to have outdoor areas for the storage, sales and display of items within the commercial districts. At its January 2019 meeting the Planning Commission recommended ordinance adoption to the Village Council.
2. **Adult Use (Recreational) Marijuana Ordinance.** Beginning in March 2019, the Planning Commission has held extensive discussions regarding creating an ordinance to allow adult use marijuana facilities within the Village. A joint meeting was held with Council in April and the Commission began the ordinance creation process. A Town Hall public hearing was held to gather public input. The Commission reviewed and provided revisions to the draft language of a zoning ordinance amendment over many months. The Village Attorney was consulted and provided revisions and additional text to address legal issues. The creation of the ordinance occupied the vast majority of the Planning Commission's time and effort as they conducted an extensive and meticulous process to ensure all Village residents' and business owners' concerns were considered. In December 2019 the Planning Commission held a public hearing and recommended the Council adopt the draft Adult Use Marijuana zoning ordinance amendment.





## PROPOSED ACTION PLAN

### 1. **Minor Ordinance Amendment – Tattoo Parlors:**

Recent certificate of occupancy applications have pointed out that the existing definition of tattoo parlors covers a broad range of modern uses, such as permanent or temporary make-up application. Given the ordinance may not reflect modern attitudes and existing characteristics of such uses, the Adult Use ordinance should be revised to accurately reflect current Village attitudes toward such uses.

### 2. **Master Plan Review:**

The Village Master Plan was adopted in 2005 and updated in 2011. All Master Plan's are required to be reviewed every 5 years to determine their continued viability and consider any amendments. In 2016, the Village adopted the Near West Side, Near East Side and South Washington Redevelopment Plans to address development concerns in the area. While a review is not required until next year, the Planning Commission should review the implementation section of all plan documents and determine how ordinances and policies should be adjusted now to carry-out the goals and objectives of these plans.

### 3. **Ordinance Reviews:**

Conduct a review of the zoning ordinance to identify existing sections of the zoning ordinance that are out-of-date, in conflict with other ordinances or can be revised to be in keeping with the goals and objectives of the Village's master plans. They can also be reviewed to reflect any issues the Village Administration has observed as a result of the applications they have received.

### 4. **Solicitation Ordinance:**

The creation of the Outdoor Display Sales ordinance identified additional regulations regarding similar uses that may need to be controlled differently. To have a consistent policy towards the commercial display and sales of items, the Planning Commission should review the ordinances governing sidewalk sales and door-to-door sales/solicitation and propose revisions if needed.

### 5. **Historic Preservation:**

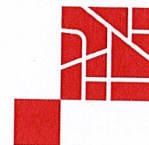
The Village has a sizable stock of historic structures that significantly contribute to its character. They also distinguish the Village from other adjacent communities. With no regulations in place, there are no preservation tools at the Village's disposal to ensure the historic character is not lost. A discussion and potential creation of a historic preservation policy could advance the goals of the Village's master plans.

### 6. **Review of existing bylaws:**

A comprehensive review of planning commission policies and procedures outlined in the bylaws to continue the efforts begun with the revision in 2018.

### 7. **Training for members:**

Various free and pay-as-you go education opportunities exist for all Village officials. A summary list of the 2020 programs will be provided and the members could prioritize which classes are most relevant and provide the best value for the Village.

**REQUEST FOR ACTION**

Based on the above, the Planning Commission requests the Village Council accept the 2019 Planning Commission Annual Report and Action Plan and consider incorporating some or all of the Action Plan elements into the budget for the 2020 fiscal year that it deems appropriate.

Respectfully submitted,

**PLANNING COMMISSION  
VILLAGE OF OXFORD, MICHIGAN**

Gary Douglas, Chair



**Village of Oxford**  
**Public Works Activity Report**  
**January 1, 2020 to January 31, 2020**

**Major Activities:**

Removed and Stored All Downtown Christmas Lights and Decorations  
Removed All Banners and Banner Arms from Downtown Street Light Poles  
Read All Village Water Meters and Completed No Read List  
Treated and Jetted Sanitary Sewers (Problem Areas)  
Removed Large Box Elder Tree in Scripser Park Field  
Performed Monthly Bacteria Samples and Chlorine Samples on Water System  
Cold Patched Village Office Parking Lot and All Village Streets  
Performed Several Miss Dig Staking's for Downtown AT&T Upgrade Project  
Cleaned and Organized DPW Garage #2  
Moved Old Police Department Generator for DPW Garage to Police Garage  
Replaced Exterior Light Fixture on Meter House at DPW Facility  
Ordered and Picked Up (8) Sign Bases for New Parking Signs in Downtown Lots  
Started Annual Maintenance on Elgin Street Sweeper  
Installed Two New Water Meters and MXU Readers at Scripser Park Estates  
Picked Up Two Light Poles and Secured Bases (damaged by contractors)  
Repaired Fire Hydrant at Mill and East Burdick (hit by vehicle/insurance claim)  
Took Santa Float from Police Garage to Stor-N-Lock  
Installed New Sign and Post at Mill and East Burdick (insurance claim)  
Met with AT&T Contractor for Directional Bore on Stanton & Washington St  
Jetted Sanitary Sewer on Church Street, Hovey Street and East Burdick Street  
Hauled Snow from Downtown Parking Lots and All Dead Ends  
Met Express Plumbing at 55 E. Burdick for Sewer Line Issue  
Trimmed Two Easement Tree Dennison Street (low limbs)  
Repaired Exhaust Pipe and Replaced Muffler on 5 Yard Dump Truck  
Picked Up 5 Tons of UPM Cold Patch from Cadillac Asphalt  
Installed New Stop Signs on Dennison Street at Jersey Street (3 Way Stop)  
Installed Two New No Parking Signs on Dennison just East of Pontiac Street  
Plowed and Salted Streets, Parking Lots and Sidewalks  
Cleaned Debris from Storm Drain Tops (Heavy Rain and Potential Ice)  
Met with MDOT Regarding Old Conduit and Water Main on Washington St  
Picked Up (6) 3# Galvanized Signposts from Sign Company

## CODE ENFORCEMENT ACTIVITY REPORT

Location / Address	Description	Date Opened	Date Revisited	Date Closed	Comments / Action Taken
148/150 S. Wash.	large areas of sidewalk missing	1/2/20		1/2/20	flags removed by construction. Will monitor through winter, may be difficult to enforce snow ordinance
122/124 S. Wash.	large areas of sidewalk missing	1/2/20		1/2/20	flags removed by construction. Will monitor through winter, may be difficult to enforce snow ordinance
corner of 111 S. Wash. And Crawford	large areas of sidewalk missing	1/2/20		1/2/20	flags removed by construction. Will monitor through winter, may be difficult to enforce snow ordinance
Marketplace	general look	1/2/20	1/6/ 1/16		
59 E. Burdick	open IPMC case with unlicensed cars	1/15/20		1/2/20	cars licensed deadlines met. Will monitor
2 S. Wash.	ck. On reported alterations to building	1/6/20		1/6/20	curtain style divider wall removed to enlarge space. No permit required
77 N. Wash.	DRS pool and spa	12/19/20			Have contacted business owner and Village Mgr. has contacted building owner regarding a sketch plan regarding the site. No dumpster enclosure, open storage of trucks pallets and trailers along davison st. No plan submitted site looks worse
157 S. Wash.	report of dangerous sign	1/7/20			sharp 3' piece sticks over walk. 10 day performance
135 S. Wash.	report of deterioring supports for canopy.	1/7/20			pictures taken some work needs to be done but with weather and consumers all over the property this will be a spring job
Oxford Lakes	drove every street	1/7/20			noted no issues, realized that I had not been there in 2 weeks
62 E. Burdick	junk at rear of site	1/14/20			letter 1/16
11 1st.	citation issued	1/16/20			open IPMC case
419 Sunset	posted notice	1/16/20		1/16/20	at request of building dept. posted notice to remind residents to obtain permits prior to constructing deck



20 Hudson	believe their contractor moved snow onto sidewalk	1/20/20			1/20/20	spoke with employees asked them to advise contractor that moving snow into or across roads is illegal
TKMS	emptied snow from their lot across street into R.O.W.	1/20/20			1/20/20	advised them to cease and that they would be cited from this point forward
1 Hovey	warning letter regarding not moving snow across street	1/20/20			1/20/20	
34 Spring lake	snow warning sent	1/21/20			1/21/20	
502 Baypointe	snow warning sent	1/21/20			1/21/20	
510 Baypointe	snow warning sent	1/21/20			1/21/20	
534 Baypointe	snow warning sent	1/21/20			1/21/20	
550 Baypointe	snow warning sent	1/21/20			1/21/20	
638 Baypointe	snow warning sent	1/21/20			1/21/20	
635 Baypointe	snow warning sent	1/21/20			1/21/20	
750 Baypointe	snow warning sent	1/21/20			1/21/20	
747 Baypointe	snow warning sent	1/21/20			1/21/20	
642 Thornhill	snow warning sent	1/21/20			1/21/20	
60 Glaspie	snow warning sent	1/21/20			1/21/20	
52 Glaspie	snow warning sent	1/21/20			1/21/20	
48 Glaspie	snow warning sent	1/21/20			1/21/20	
151 East	snow warning sent	1/21/20			1/21/20	
141 East	snow warning sent	1/21/20			1/21/20	
135 East	snow warning sent	1/21/20			1/21/20	
14 Davison	snow warning sent	1/21/20			1/21/20	
18 Davison	snow warning sent	1/21/20			1/21/20	
22 Pleasant	snow warning sent	1/21/20			1/21/20	
69 Pleasant	snow warning sent	1/21/20			1/21/20	
11 1st.	snow warning sent	1/21/20			1/21/20	
10 W Burdick	snow citation sent	1/21/20			1/21/20	
14 W. Burdick	snow warning sent	1/21/20			1/21/20	
21 Dennison	snow warning sent	1/21/20			1/21/20	
27 Dennison	snow warning sent	1/21/20			1/21/20	
31 Dennison	snow warning sent	1/21/20			1/21/20	
97 Dennison	snow warning sent	1/21/20			1/21/20	
94 Dennison	snow warning sent	1/21/20			1/21/20	
82 Dennison	snow warning sent	1/21/20			1/21/20	
48 Dennison	snow warning sent	1/21/20			1/21/20	
5 Park	snow warning sent	1/21/20			1/21/20	
30 Lincoln	snow warning sent	1/21/20			1/21/20	
28 Lincoln	snow warning sent	1/21/20			1/21/20	

23 Lincoln	snow warning sent	1/21/20			1/21/20	
25 Lincoln	snow warning sent	1/21/20			1/21/20	
43 Mechanic	snow warning sent	1/21/20			1/21/20	
5 Mechanic	snow warning sent	1/21/20			1/21/20	
305 Lakes Edge	snow warning sent	1/21/20			1/21/20	
365 Lakes Edge	snow warning sent	1/21/20			1/21/20	
35 Lakes Edge Ct.	snow warning sent	1/21/20			1/21/20	
45 Lakes Edge Ct.	snow warning sent	1/21/20			1/21/20	
485 Lakes Edge	snow warning sent	1/21/20			1/21/20	
495 Lakes Edge	snow warning sent	1/21/20			1/21/20	
155 S. Wash.	snow warning sent	1/22/20			1/22/20	
						modified due to construction on 24 and resulting alteration to walks. Will discuss with Mgr. prior to ANY citation being issued
65 N. Wash.	modified snow warning sent	1/22/20			1/22/20	
57 N Wash.	modified snow warning sent	1/22/20			1/22/20	
91 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
95 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
47 N. Wash.	modified snow warning sent	1/22/20			1/22/20	
115 S. Wash	modified snow warning sent	1/22/20			1/22/20	
117 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
121 S. Wash	modified snow warning sent	1/22/20			1/22/20	
125 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
129 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
135 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
153 S. Wash	modified snow warning sent	1/22/20			1/22/20	
Marketplace	modified snow warning sent	1/22/20			1/22/20	
150 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
146 S. Wash	modified snow warning sent	1/22/20			1/22/20	
148 S. Wash	modified snow warning sent	1/22/20			1/22/20	
104 S. Wash	modified snow warning sent	1/22/20			1/22/20	
98 S. Wash	modified snow warning sent	1/22/20			1/22/20	
60 S. Wash.	modified snow warning sent	1/22/20			1/22/20	
60 Glaspie	citation issued snow	1/27/20			1/27/20	seven day performance may have sent previous warning to vacant property and not owner
22 Pleasant	snow warning sent	1/27/20			1/27/20	
38 Pontiac	form letter trash out too soon	1/27/20			1/27/20	
34 W. Burdick	removed 1 sign from R.O.W.	1/28/20			1/28/20	



[illegible]

# OXFORD VILLAGE POLICE DEPT.

## POLICE CHIEFS REPORT

2020-January

Michael D. Solwold-Chief

MONTH			YEAR TO DATE			
	Jan.2020	Jan.2019	CHG	2020	2019	DIFF
CALLS FOR SERVICE	484	460	24	484	460	24
CITATION/WARNING	539	456	83	539	456	83
ACCIDENTS	8	14	-6	8	14	-6
	POSITION	#				
	CHIEF	1				
	OFFICERS/FT	4				
	OFFICERS/PT	6				
	Service Aid	2				
	Cmv enf	1				
	Parking Enf	1				
	Reserves	14				
	TOTAL	29				



January 2020	
WASHINGTON	
GLASPIE	
E BURDICK	
LAKEVILLE	
OXFORDLAKES	
PONTIAC	
W BURDICK	
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E OF 24	
N W LOT	
N E LOT	
TOTALS	

<b>Grand Total for the Month</b>	<b>539</b>
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539

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**OXFORD VILLAGE COUNCIL  
SPECIAL MEETING MINUTES**

22 West Burdick Street  
Oxford, MI 48371  
Community Room

January 27, 2020

7:00 p.m.

*Village Council Members: David Bailey, Maureen Helmuth, Joe Frost, Allison Kemp, Kate Logan*

- 1.) **CALL TO ORDER:** President Joe Frost called the meeting to order at 7:00 p.m.
- 2.) **PLEDGE OF ALLEGIANCE:** With Moment of Silence.
- 3.) **COUNCIL ROLL CALL** Attendance: Bailey, Frost, Kemp. Absent: Logan. *Also, present: Village Manager Joseph Madore, Clerk/Treasurer/Recording Secretary Tere Onica, DPW Supervisor Don Brantley.*  
**MOTION:** by Frost/Logan to excuse the absence of council member Helmuth. All present voting in favor. Motion carried.
- 4.) **APPROVAL OF AGENDA:** January 27, 2020 Meeting Agenda. President Frost amended the Agenda by adding item (d) under Old Business: Strategic Planning in general.  
**MOTION:** by Logan/Kemp to approve the January 27<sup>th</sup> Special Meeting agenda as amended. All in favor. Motion Carried.
- 5.) **APPROVAL OF THE MINUTES:** January 14, 2020  
**MOTION:** by Logan/Kemp to approve the January 14, 2020 meeting minutes as presented. All present voting in favor. Motion carried.
- 6.) **PUBLIC COMMENTS:**  
Ed & Candice Isaacson- oppose rental ordinance. Own two rental homes in the village.  
Tom Claycomb-opposes rental ordinance.  
Attendee-Opposes rental ordinance.  
Evelyn Piotrowski- opposed to Adult Use Marihuana business establishments in the village.
- 7.) **OLD BUSINESS:**
  - a.) **Residential Rental Registration & Inspection Ordinance-** The village manager identified 141 properties with 0% homestead. Information came from the county through the BS&A Assessing program making a correlation between rental units and non-homesteaded/non-primary residences. The McKenna memo dated January 23, 2020 was referenced regarding staffing, cost of inspections, priorities and appeal process. An application checklist from McKenna and an example from the City of Lapeer were reviewed. The main discussion centered around public safety and suitable living conditions. Danger to emergency responders, such as a fire putting responder lives at risk along with renters. The primary concern is to know where renters are. Building Code/Property Management Code needs to be looked at side by side with the ordinance. The application/registry needs to be simplified and the ordinance legally sound. It was the consensus that the village manager and village attorney look at the issues discussed and make changes to the draft ordinance per the discussion for further consideration at the February 11<sup>th</sup> council meeting.
  - b.) **CDBG Service Project-Snow Removal:** Snow removal qualifies for the Community Development Block Grant under Other Public Services Not Listed. Only 30% of allocated funds can be used or approximately \$3,000. Criteria must be established. Who qualifies: senior citizens

at what age? Disabled individuals? Chronically ill? Will it cover sidewalks, driveways, walkways and porches? Salting? Who will perform the work? How will people be qualified. Can funding be provided using snow fines to pay for snow shoveling? Could the service be budgeted for? Project Year 2021 will be presented for consideration in October/November 2020.

**c.) Capital Improvement Plan (CIP)-**

**Water: Lead & Copper Rules**

The village manager explained there are 1322 water service lines in the Village of Oxford that are all copper. 547 properties need to be investigated to verify line composition. State guidelines/requirements must be followed replacing galvanized or lead pipes. The State is expecting locals to perform due diligence and inventory existing systems. The village manager and DPW supervisor are working on this project.

**Future planning for the village office building, streets and parking lots.** Decisions on the east wing are still needed. CDBG Projects will help with ADA compliance for building entrance, service counter and bathrooms. All options carry associated cost. Should a cost analysis be done? Current office is spacious with room to expand. Property must be maintained.

**General Strategic Planning-** Master Plan will be ready for an update in 2021. Public input in 2020 was suggested to be ready by 2021. This is a function of the Planning Commission. MML had recent training on transitioning a village into cityhood. There are pros and cons: cost, staffing, mandatory services should be looked at to see if this would benefit village residents.

**d.) Adult Use Marijuana Ordinance Discussion**

**MOTION:** by Frost/Kemp to postpone discussion to the February 11, 2020 council meeting. All present voting in favor. Motion carried.

**8.) NEW BUSINESS:** None.

**9.) PUBLIC COMMENT:** None.

**10.) COUNCIL COMMENTS-** Council member Logan announced she is taking a new job out of state and will be resigning her position on council in February.

**11.) ADJOURNMENT**

**MOTION:** by Frost/Logan to adjourn at 9:41 p.m. All present voting in favor. Motion Carried.

Respectfully Submitted,  
Teresa L. Onica, Recording Secretary

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President, Joe Frost

01/30/2020 02:56 PM  
 User: kdawe  
 DB: Oxford

CHECK REGISTER FOR VILLAGE OF OXFORD  
 CHECK DATE FROM 01/01/2020 - 01/31/2020

Page: 1/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank CKG01 GENERAL CHECKING					
01/09/2020	CKG01	59932	ACE	ACE HARDWARE STONES	127.11
01/09/2020	CKG01	59933	ADT SECURI	ADT SECURITY SERVICE	129.15
01/09/2020	CKG01	59934	AFSCME	AFSCME COUNCIL 25	166.00
01/09/2020	CKG01	59935	AT&T	ATT 19	1,098.91
01/09/2020	CKG01	59936	AXON	AXON	1,120.00
01/09/2020	CKG01	59937	AVAYA	CIT	268.15
01/09/2020	CKG01	59938	CYNERGY PR	CYNERGY PRODUCTS	510.00
01/09/2020	CKG01	59939	DAVIS	DAVIS LISTMAN PLLC	3,620.20
01/09/2020	CKG01	59940	DES	DES MOINES STAMP	71.00
01/09/2020	CKG01	59941	DETROIT SA	DETROIT SALT CO	2,742.60
01/09/2020	CKG01	59942	DT	DIESEL TECH	728.04
01/09/2020	CKG01	59943	BRANTLEY/D	DONALD BRANTLEY	53.51
01/09/2020	CKG01	59944	MC NEESE/D	DONALD T MC NEESE	56.00
01/09/2020	CKG01	59945	DRUG SCREE	DRUG SCREENS PLUS	75.00
01/09/2020	CKG01	59946	ELECSYSTEM	ELECTRICAL SYSTEMS INC	1,408.00
01/09/2020	CKG01	59947	ERC	ENERGY REDUCTION COALITION	583.60
01/09/2020	CKG01	59948	EQUIVEST L	EQUIVEST LOCKBOX	150.00
01/09/2020	CKG01	59949	FERGUSON	FERGUSON WATERWORKS #3386	3,451.00
01/09/2020	CKG01	59950	GLWA	GREAT LAKES WATER AUTHORITY	1,196.52
01/09/2020	CKG01	59951	GFL	GREEN FOR LIFE	13,705.59
01/09/2020	CKG01	59952	HIGHLAND T	HIGHLAND TREATMENT INC.	3,972.00
01/09/2020	CKG01	59953	LET	LET THE SUNSHINE IN CLEANING LLC	582.00
01/09/2020	CKG01	59954	LOWRY TIRE	LOWRY TIRE COMPANY INC	62.13
01/09/2020	CKG01	59955	MANER	MANER COSTERISAN	16,399.00
01/09/2020	CKG01	59956	MANER	VOID	0.00 V
01/09/2020	CKG01	59957	MC KENNA A	MC KENNA ASSOCIATES INC	2,842.50
01/09/2020	CKG01	59958	MIKE MODDE	MICHAEL MODDERS	56.00
01/09/2020	CKG01	59959	OAKTREASUR	OAKLAND COUNTY TREASURERS	35,330.33
01/09/2020	CKG01	59960	OAKTEK	OAKTEK INC	174.00
01/09/2020	CKG01	59961	OXFORD TWP	OXFORD TOWNSHIP	430.71
01/09/2020	CKG01	59962	POLICE OFF	POLICE OFFICERS LABOR COUNCIL	150.75
01/09/2020	CKG01	59963	POLLY ANN	POLLY ANN TRAILWAYS MANAGEMENT	2,302.00
01/09/2020	CKG01	59964	PREMIER	PREMIER BUSINESS PRODUCTS	521.27
01/09/2020	CKG01	59965	QUILL CORP	QUILL CORPORATION	164.41
01/09/2020	CKG01	59966	REPUBLIC	REPUBLIC SERVICES #253	2,928.74
01/09/2020	CKG01	59967	SANDS/RICH	RICHARD SANDS	56.00
01/09/2020	CKG01	59968	REYES/RUDY	RUDY REYES	56.00
01/09/2020	CKG01	59969	SHERMAN PU	SHERMAN PUBLICATIONS INC	62.10
01/09/2020	CKG01	59970	STEVES OX	STEVE'S OXFORD AUTOMOTIVE	329.28
01/09/2020	CKG01	59971	SUPPLY	SUPPLY DEN	79.50
01/09/2020	CKG01	59972	MARKET	THE MARKETING SHOP, LLC	58.30
01/09/2020	CKG01	59973	VANTAGEPOI	VANTAGEPOINT TRANSFER AGENT -	160.00
01/09/2020	CKG01	59974	VERI	VERIZON	210.20
01/09/2020	CKG01	59975	VILLAGE	VILLAGE OF OXFORD	335.86
01/09/2020	CKG01	59976	WATER TECH	WATER TECH	88.00
01/09/2020	CKG01	59977	WELLS	WELLS FARGO VENDOR FIN SERVICE	230.83 V
01/09/2020	CKG01	59978	FLEET SERV	WRIGHT EXPRESS FSC	2,118.69
01/13/2020	CKG01	459(E)	VISA	CARDMEMBER SERVICE	2,946.82
01/13/2020	CKG01	460(E)	VISA	VOID	0.00 V
01/13/2020	CKG01	461(E)	CON ENERGY	CONSUMERS ENERGY	1,924.37
01/13/2020	CKG01	462(E)	DTE	DTE ENERGY	4,482.48
01/13/2020	CKG01	463(E)	BIRCH	LINGO COMMUNICATION	215.68
01/23/2020	CKG01	59979	ACE	ACE HARDWARE STONES	157.87
01/23/2020	CKG01	59980	ACE	VOID	0.00 V
01/23/2020	CKG01	59981	ADT SECURI	ADT SECURITY SERVICE	246.15
01/23/2020	CKG01	59982	AFLAC	AFLAC	260.74
01/23/2020	CKG01	59983	BELL EQUIP	BELL EQUIPMENT COMPANY	1,428.99
01/23/2020	CKG01	59984	BCBS	BLUE CROSS BLUE SHIELD OF MI	12,107.18
01/23/2020	CKG01	59985	BCBS	VOID	0.00 V
01/23/2020	CKG01	59986	MISC	CLEARVIEW HOMES LLC	500.00
01/23/2020	CKG01	59987	ASCROFT, C	CLINT ASCROFT	850.00
01/23/2020	CKG01	59988	CHURCHILL	DAVID CHURCHILL	850.00
01/23/2020	CKG01	59989	DETROIT SA	DETROIT SALT CO	2,743.66
01/23/2020	CKG01	59990	DORNBOS SI	DORNBOS SIGN & SAFETY INC.	64.85
01/23/2020	CKG01	59991	GARY	GARY ROUSE	425.00
01/23/2020	CKG01	59992	MISC	K&B CONTRACTING	6,000.00
01/23/2020	CKG01	59993	MATTHEW	MATTHEW E LONG	360.00
01/23/2020	CKG01	59994	MC KENNA A	MC KENNA ASSOCIATES INC	8,579.10
01/23/2020	CKG01	59995	MIKE SOLWO	MIKE SOLWOLD	850.00
01/23/2020	CKG01	59996	MORTON SAL	MORTON SALT	3,737.68
01/23/2020	CKG01	59997	MULTITECH	MULTI-TECH SOLUTIONS LLC	1,750.00
01/23/2020	CKG01	59998	MUN	MUNICIPAL FINANCIAL CONSULTANT	700.00
01/23/2020	CKG01	59999	NYE	NYE UNIFORM	50.50
01/23/2020	CKG01	60000	OAKTREASUR	OAKLAND COUNTY TREASURERS	3,052.63
01/23/2020	CKG01	60001	OFFICE DEP	OFFICE DEPOT	56.86
01/23/2020	CKG01	60002	PEP	PEP BOYS #6562	157.87
01/23/2020	CKG01	60003	PITNEY BOW	PITNEY BOWES INC	372.21
01/23/2020	CKG01	60004	PLANTE	PLANTE MORAN, PLLC	2,356.00



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CHECK REGISTER FOR VILLAGE OF OXFORD  
CHECK DATE FROM 01/01/2020 - 01/31/2020

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
01/23/2020	CKG01	60005	PREMIER OC	PREMIER OCCUPATIONAL HEALTH	74.00
01/23/2020	CKG01	60006	QUILL CORP	QUILL CORPORATION	268.42
01/23/2020	CKG01	60007	ROWE	ROWE PROFESSIONAL SERVICES CO	737.25
01/23/2020	CKG01	60008	BROWN	SEAN BROWN	850.00
01/23/2020	CKG01	60009	CHARTER	SPECTRUM	144.98
01/23/2020	CKG01	60010	SPENCER OI	SPENCER OIL COMPANY	1,119.05
01/23/2020	CKG01	60011	STEVES OX	STEVE'S OXFORD AUTOMOTIVE	376.60
01/23/2020	CKG01	60012	SUPERIOR	SUPERIOR PLUS	51.90
01/23/2020	CKG01	60013	TREE	TREESIDE PSYCHOLOGICAL CLINIC PC	400.00
01/23/2020	CKG01	60014	POSTMASTER	U.S. POSTMASTER	334.88
01/23/2020	CKG01	60015	UNIFIRST C	UNIFIRST CORPORATION	36.10
01/23/2020	CKG01	60016	VILLAGE	VILLAGE OF OXFORD	6,263.34
01/23/2020	CKG01	60017	WALLY EDGA	WALLY EDGAR CHEVROLET INC	2,761.37
01/23/2020	CKG01	60018	WELLS	WELLS FARGO VENDOR FIN SERVICE	340.83
01/30/2020	CKG01	464 (E)	ATT 1244	AT&T 5080	176.84
01/30/2020	CKG01	465 (E)	ATT 7030	AT&T 5080	113.37
01/30/2020	CKG01	466 (E)	AT&T U-VER	AT&T U-VERSE	51.38
01/30/2020	CKG01	467 (E)	CON ENERGY	CONSUMERS ENERGY	2,017.42
01/30/2020	CKG01	468 (E)	DTE EN-ST	DTE ENERGY - STREET LIGHTING	2,866.70

CKG01 TOTALS:

Total of 97 Checks:

177,172.05

Less 5 Void Checks:

230.83

Total of 92 Disbursements:

176,941.22

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 101 - General Fund					
Revenues					
Dept 000					
101-000-402.000	Real Property Tax	1,108,012.00	1,091,495.31	16,516.69	98.51
101-000-410.000	Personal Property Tax	45,000.00	49,433.29	(4,433.29)	109.85
101-000-412.000	DELINQUENT PERSONAL PROPERTY TAXES	1,000.00	165.84	834.16	16.58
101-000-446.000	Real Property Penalty	2,200.00	2,445.54	(245.54)	111.16
101-000-451.000	Building Licenses	2,000.00	12,895.00	(10,895.00)	644.75
101-000-452.000	Electrical Con Jrmm License	1,000.00	745.00	255.00	74.50
101-000-453.000	Heating and Refrig Contr Lic	600.00	970.00	(370.00)	161.67
101-000-454.000	Zoning/Solicitors License	1,000.00	750.00	250.00	75.00
101-000-455.000	Plumbing Master/Journ License	650.00	9,470.00	(8,820.00)	1,456.92
101-000-480.000	Building Permits	21,000.00	22,031.20	(1,031.20)	104.91
101-000-481.000	Electrical Permits	4,500.00	3,238.00	1,262.00	71.96
101-000-482.000	Heating Permits	5,000.00	4,184.00	816.00	83.68
101-000-483.000	Plumbing Permits	2,500.00	1,995.00	505.00	79.80
101-000-485.000	RIGHT OF WAY PERMIT	500.00	0.00	500.00	0.00
101-000-543.000	302 FUNDS	750.00	536.70	213.30	71.56
101-000-573.000	LOCAL COMMUNITY STABILIZATION	35,150.00	52,605.38	(17,455.38)	149.66
101-000-575.000	Constitutional Sales Tax	296,000.00	109,322.00	186,678.00	36.93
101-000-579.000	LIQUOR LICENSE	4,000.00	3,939.10	60.90	98.48
101-000-580.000	DOG LICENSES	120.00	174.00	(54.00)	145.00
101-000-608.000	Board of Appeals Fees	400.00	0.00	400.00	0.00
101-000-622.000	Planning Commission Fee	4,000.00	0.00	4,000.00	0.00
101-000-622.010	DPW Site Plan Review Fee	50.00	0.00	50.00	0.00
101-000-622.020	Lot Split Fees	150.00	0.00	150.00	0.00
101-000-628.000	PBT COPIES & FEES	200.00	124.40	75.60	62.20
101-000-629.000	Cable Franchise Fees	33,282.00	18,605.24	14,676.76	55.90
101-000-638.000	PARKING IMPOUND TICKET FINES	2,000.00	1,290.00	710.00	64.50
101-000-640.000	Rubbish Fees: Residential	161,440.00	81,478.99	79,961.01	50.47
101-000-640.010	Rubbish Fees: Commercial	36,396.00	15,800.96	20,595.04	43.41
101-000-656.000	VIOLATIONS	55,000.00	26,945.85	28,054.15	48.99
101-000-658.040	SNOW ORDINANCE FINES	1,000.00	125.00	875.00	12.50
101-000-665.000	Interest Earnings	2,000.00	7,907.17	(5,907.17)	395.36
101-000-670.010	Rent	3,600.00	2,100.00	1,500.00	58.33
101-000-677.000	Reimbursements	9,000.00	12,026.46	(3,026.46)	133.63
101-000-677.030	Youth Assistance	7,000.00	5,218.90	1,781.10	74.56
101-000-677.040	Administration Fees	0.00	459.39	(459.39)	100.00
101-000-679.000	DDA	75,000.00	43,843.38	31,156.62	58.46
101-000-686.000	Miscellaneous	3,000.00	19,109.75	(16,109.75)	636.99
101-000-686.200	Donations	7,523.00	7,523.00	0.00	100.00
101-000-687.000	CDBG Community Development Fu	10,338.00	0.00	10,338.00	0.00
101-000-694.010	Insufficient Funds Checking	0.00	150.00	(150.00)	100.00
Total Dept 000		1,942,361.00	1,609,103.85	333,257.15	82.84
TOTAL REVENUES		1,942,361.00	1,609,103.85	333,257.15	82.84
Expenditures					
Dept 101 - Council					
101-101-703.000	Council Salaries	2,800.00	1,610.00	1,190.00	57.50
101-101-723.000	Workers Compensation	135.00	22.10	112.90	16.37
101-101-740.000	Operating Supplies	200.00	20.00	180.00	10.00
101-101-830.000	Membership & Dues	2,908.00	2,300.00	608.00	79.09
101-101-864.000	Workshops	2,000.00	1,128.00	872.00	56.40
101-101-866.000	Mileage	200.00	0.00	200.00	0.00
101-101-867.000	Lodging	400.00	0.00	400.00	0.00
Total Dept 101 - Council		8,643.00	5,080.10	3,562.90	58.78
Dept 172 - Manager					
101-172-704.000	Wages	45,430.00	26,345.82	19,084.18	57.99
101-172-705.000	Clerical	618.00	327.02	290.98	52.92
101-172-715.000	FICA	3,523.00	2,040.29	1,482.71	57.91
101-172-716.000	Medical Insurance	3,296.00	182.12	3,113.88	5.53
101-172-718.000	Retirement	4,543.00	3,809.52	733.48	83.85
101-172-723.000	Workers Compensation	269.00	44.20	224.80	16.43
101-172-740.000	Operating Supplies	500.00	66.79	433.21	13.36
101-172-810.000	Contracted Services	583.00	641.79	(58.79)	110.08
101-172-830.000	Membership & Dues	100.00	0.00	100.00	0.00
101-172-864.000	Workshops	1,500.00	0.00	1,500.00	0.00
101-172-866.000	Mileage	200.00	19.72	180.28	9.86
Total Dept 172 - Manager		60,562.00	33,477.27	27,084.73	55.28

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 101 - General Fund					
Expenditures					
Dept 210 - Attorney					
101-210-825.000	Attorney Retainer	10,200.00	4,250.00	5,950.00	41.67
101-210-826.000	Legal Fees	30,000.00	4,736.70	25,263.30	15.79
101-210-826.070	Legal: Litigation	8,000.00	1,111.47	6,888.53	13.89
Total Dept 210 - Attorney		48,200.00	10,098.17	38,101.83	20.95
Dept 215 - Clerk					
101-215-704.000	Wages	22,000.00	13,289.27	8,710.73	60.41
101-215-705.000	Clerical	22,000.00	0.00	22,000.00	0.00
101-215-715.000	FICA	1,683.00	1,016.66	666.34	60.41
101-215-716.000	Medical Insurance	2,160.00	121.03	2,038.97	5.60
101-215-718.000	Retirement	2,200.00	2,961.73	(761.73)	134.62
101-215-723.000	Workers Compensation	269.00	44.20	224.80	16.43
101-215-727.000	Office Supplies	2,000.00	974.49	1,025.51	48.72
101-215-730.000	Postage	1,500.00	3.30	1,496.70	0.22
101-215-740.000	Operating Supplies	900.00	49.00	851.00	5.44
101-215-740.030	Computers	1,000.00	480.00	520.00	48.00
101-215-805.000	Payroll Processing	6,995.00	5,265.96	1,729.04	75.28
101-215-810.000	Contracted Services	7,783.00	5,273.19	2,509.81	67.75
101-215-830.000	Membership & Dues	100.00	95.00	5.00	95.00
101-215-864.000	Workshops	1,500.00	956.51	543.49	63.77
101-215-865.000	Meals	50.00	0.00	50.00	0.00
101-215-866.000	Mileage	125.00	0.00	125.00	0.00
101-215-905.000	Printing & Publications	800.00	456.06	343.94	57.01
101-215-933.010	Equipment Maintenance Contrac	0.00	950.00	(950.00)	100.00
101-215-956.000	Miscellaneous	200.00	0.00	200.00	0.00
Total Dept 215 - Clerk		73,265.00	31,936.40	41,328.60	43.59
Dept 253 - Treasurer					
101-253-704.000	Wages	9,350.00	6,312.40	3,037.60	67.51
101-253-705.000	CLERICAL	3,707.00	2,779.75	927.25	74.99
101-253-715.000	FICA	999.00	695.57	303.43	69.63
101-253-716.000	Medical Insurance	918.00	45.75	872.25	4.98
101-253-718.000	Retirement	935.00	0.00	935.00	0.00
101-253-723.000	Workers Compensation	269.00	44.20	224.80	16.43
101-253-810.000	Contracted Services	3,183.00	4,754.67	(1,571.67)	149.38
101-253-864.000	Workshops	1,500.00	889.00	611.00	59.27
101-253-905.000	Printing & Publications	1,200.00	431.00	769.00	35.92
101-253-956.000	Miscellaneous	0.00	20.00	(20.00)	100.00
Total Dept 253 - Treasurer		22,061.00	15,972.34	6,088.66	72.40
Dept 265 - Building & Utilities					
101-265-727.000	OFFICE SUPPLIES	500.00	378.07	121.93	75.61
101-265-775.000	Building Maintenance/Supplies	3,000.00	809.34	2,190.66	26.98
101-265-775.010	Civic Center Maintenance	100.00	0.00	100.00	0.00
101-265-807.000	Audit	3,400.00	3,751.00	(351.00)	110.32
101-265-810.000	Contracted Services	6,041.00	2,116.12	3,924.88	35.03
101-265-813.000	Custodial Services	3,492.00	2,037.00	1,455.00	58.33
101-265-856.000	Telephone	10,488.00	6,783.91	3,704.09	64.68
101-265-910.000	Insurance	1,768.00	1,904.94	(136.94)	107.75
101-265-921.000	Electric	0.00	6,846.63	(6,846.63)	100.00
101-265-921.020	Electric - DPW	4,995.00	0.00	4,995.00	0.00
101-265-923.000	Heat	2,976.00	1,358.99	1,617.01	45.66
101-265-927.000	Water	2,250.00	1,129.13	1,120.87	50.18
101-265-927.020	Water: DPW	1,200.00	295.62	904.38	24.64
101-265-929.000	Rubbish	1,100.00	0.00	1,100.00	0.00
Total Dept 265 - Building & Utilities		41,310.00	27,410.75	13,899.25	66.35
Dept 267 - Beautification Commission					
101-267-740.000	Operating Supplies	100.00	58.99	41.01	58.99
101-267-830.000	Membership & Dues	20.00	0.00	20.00	0.00
Total Dept 267 - Beautification Commission		120.00	58.99	61.01	49.16
Dept 301 - Police					
101-301-704.000	Wages	284,629.00	172,748.45	111,880.55	60.69
101-301-704.010	WAGES - ADMIN	9,020.00	5,837.55	3,182.45	64.72

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	01/31/2020 (ABNORMA	NORMAL	BALANCE (ABNORMA		
Fund 101 - General Fund								
Expenditures								
101-301-705.000	POLICE CLERICAL	35,486.00		20,409.23		15,076.77		57.51
101-301-706.000	Part-time	71,706.00		43,198.75		28,507.25		60.24
101-301-709.000	Overtime	15,000.00		9,609.06		5,390.94		64.06
101-301-710.010	Leave Time Buyout	4,000.00		0.00		4,000.00		0.00
101-301-711.000	Holiday	2,400.00		0.00		2,400.00		0.00
101-301-715.000	FICA	32,301.00		19,056.53		13,244.47		59.00
101-301-716.000	Medical Insurance	85,134.00		48,345.48		36,788.52		56.79
101-301-718.000	Retirement	50,151.00		24,264.91		25,886.09		48.38
101-301-721.000	UNIFORM ALLOWANCE	3,500.00		3,974.05		(474.05)		113.54
101-301-721.010	UNIFORMS - PART TIME	1,000.00		778.49		221.51		77.85
101-301-721.020	Uniforms - Reserves	1,000.00		775.22		224.78		77.52
101-301-723.000	Workers Compensation	2,019.00		331.50		1,687.50		16.42
101-301-727.000	Office Supplies	1,200.00		1,181.44		18.56		98.45
101-301-730.000	Postage	250.00		10.60		239.40		4.24
101-301-740.000	Operating Supplies	5,200.00		95.44		5,104.56		1.84
101-301-740.030	Computers	1,000.00		2,500.00		(1,500.00)		250.00
101-301-751.000	Diesel Fuel and Gas	13,000.00		7,206.89		5,793.11		55.44
101-301-775.000	Building Maintenance/Supplies	2,000.00		1,627.42		372.58		81.37
101-301-781.000	Materials Car Maintenance	7,000.00		6,015.81		984.19		85.94
101-301-781.040	Car Washes	800.00		300.00		500.00		37.50
101-301-803.000	Physicals	500.00		732.00		(232.00)		146.40
101-301-807.000	Audit	1,700.00		1,875.50		(175.50)		110.32
101-301-810.000	CONTRACTED SERVICES	45,685.00		29,998.85		15,686.15		65.66
101-301-813.000	Custodial Services	3,492.00		2,037.00		1,455.00		58.33
101-301-826.080	Legal: Prosecutions	32,000.00		9,547.50		22,452.50		29.84
101-301-830.000	Membership & Dues	1,250.00		145.00		1,105.00		11.60
101-301-855.000	Radio Maintenance	500.00		0.00		500.00		0.00
101-301-856.000	Telephone	6,648.00		3,352.05		3,295.95		50.42
101-301-856.040	Cellular Phone Fees	1,300.00		630.36		669.64		48.49
101-301-858.000	Computer Maintenance	4,000.00		105.99		3,894.01		2.65
101-301-866.000	Mileage	200.00		0.00		200.00		0.00
101-301-867.000	Lodging	750.00		0.00		750.00		0.00
101-301-880.000	Community Promotion	8,023.00		6,791.68		1,231.32		84.65
101-301-910.000	Insurance	11,789.00		12,699.60		(910.60)		107.72
101-301-910.010	Insurance - Reserves	2,100.00		2,014.00		86.00		95.90
101-301-921.000	Electric	7,995.00		3,617.82		4,377.18		45.25
101-301-923.000	Heat	2,976.00		1,358.99		1,617.01		45.66
101-301-924.000	Sewer	650.00		0.00		650.00		0.00
101-301-927.000	Water	850.00		1,129.13		(279.13)		132.84
101-301-929.000	Rubbish	250.00		0.00		250.00		0.00
101-301-957.000	Contingency: Year End	1,000.00		0.00		1,000.00		0.00
101-301-960.000	Education/Safety Management	5,000.00		455.05		4,544.95		9.10
101-301-960.020	302 Training	1,250.00		536.70		713.30		42.94
101-301-977.000	Vehicle	35,000.00		25,760.00		9,240.00		73.60
Total Dept 301 - Police		802,704.00		471,054.04		331,649.96		58.68
Dept 372 - Code Enforcement								
101-372-704.000	Wages	11,856.00		5,814.66		6,041.34		49.04
101-372-704.010	WAGES - ADMIN	4,180.00		2,935.66		1,244.34		70.23
101-372-705.000	Clerical	1,210.00		650.10		559.90		53.73
101-372-715.000	FICA	1,000.00		708.85		291.15		70.89
101-372-716.000	Medical Insurance	331.00		33.50		297.50		10.12
101-372-718.000	Retirement	418.00		0.00		418.00		0.00
101-372-723.000	Workers Compensation	269.00		44.20		224.80		16.43
101-372-740.000	Operating Supplies	250.00		500.00		(250.00)		200.00
101-372-810.000	Contracted Services	0.00		900.00		(900.00)		100.00
101-372-866.000	Mileage	100.00		361.32		(261.32)		361.32
101-372-905.000	Printing & Publications	250.00		0.00		250.00		0.00
Total Dept 372 - Code Enforcement		19,864.00		11,948.29		7,915.71		60.15
Dept 376 - Building Department								
101-376-703.050	Building Inspector Fee	29,000.00		15,236.47		13,763.53		52.54
101-376-703.060	Electrical Inspector Fees	4,410.00		1,887.00		2,523.00		42.79
101-376-703.070	Plumbing Inspector Fees	1,805.00		1,383.75		421.25		76.66
101-376-703.080	Heating Inspector Fees	3,900.00		3,021.75		878.25		77.48
101-376-704.000	Wages	5,830.00		5,440.00		390.00		93.31
101-376-704.010	BLDG DEPT ADMIN WAGES	0.00		3,932.35		(3,932.35)		100.00
101-376-705.000	Clerical	29,442.00		17,202.60		12,239.40		58.43
101-376-715.000	FICA	2,698.00		1,616.83		1,081.17		59.93
101-376-716.000	Medical Insurance	493.00		30.82		462.18		6.25
101-376-718.000	Retirement	583.00		0.00		583.00		0.00
101-376-723.000	Workers Compensation	269.00		44.20		224.80		16.43
101-376-727.000	Office Supplies	200.00		11.06		188.94		5.53



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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 101 - General Fund					
Expenditures					
101-376-740.000	Operating Supplies	600.00	500.00	100.00	83.33
101-376-810.000	Contracted Services	4,408.00	1,442.29	2,965.71	32.72
101-376-905.000	Printing & Publications	200.00	0.00	200.00	0.00
Total Dept 376 - Building Department		83,838.00	51,749.12	32,088.88	61.73
Dept 401 - Planning					
101-401-704.000	Wages	2,640.00	134.42	2,505.58	5.09
101-401-704.010	PLANNING ADMIN WAGES	0.00	1,572.96	(1,572.96)	100.00
101-401-705.000	Clerical	2,001.00	486.61	1,514.39	24.32
101-401-715.000	PC FICA	355.00	157.55	197.45	44.38
101-401-716.000	Medical Insurance	220.00	12.34	207.66	5.61
101-401-718.000	Retirement	264.00	0.00	264.00	0.00
101-401-810.000	Contracted Services	0.00	590.00	(590.00)	100.00
101-401-817.000	Planning Consultant	8,500.00	6,207.50	2,292.50	73.03
101-401-817.100	Zoning Ordinance Revision	100.00	25.00	75.00	25.00
101-401-817.200	Planning Consultant Contract	10,200.00	5,100.00	5,100.00	50.00
101-401-821.000	Engineering	0.00	6,095.00	(6,095.00)	100.00
101-401-905.000	Printing & Publications	538.00	117.30	420.70	21.80
Total Dept 401 - Planning		24,818.00	20,498.68	4,319.32	82.60
Dept 402 - Board of Appeals					
101-402-703.020	Board of Appeals Wages	200.00	0.00	200.00	0.00
101-402-704.010	ZBA ADMIN WAGES	1,320.00	454.18	865.82	34.41
101-402-705.000	Clerical	2,369.00	0.00	2,369.00	0.00
101-402-715.000	ZBA FICA	282.00	34.75	247.25	12.32
101-402-716.000	Medical Insurance	110.00	3.12	106.88	2.84
101-402-718.000	Retirement	132.00	0.00	132.00	0.00
101-402-864.000	WORKSHOPS	375.00	0.00	375.00	0.00
101-402-905.000	Printing & Publications	436.00	0.00	436.00	0.00
Total Dept 402 - Board of Appeals		5,224.00	492.05	4,731.95	9.42
Dept 441 - DPW					
101-441-704.000	Wages	39,402.00	37,065.63	2,336.37	94.07
101-441-704.010	WAGES - ADMIN	9,240.00	6,169.78	3,070.22	66.77
101-441-705.000	Clerical	4,840.00	2,923.59	1,916.41	60.40
101-441-709.000	Overtime	1,000.00	0.00	1,000.00	0.00
101-441-715.000	FICA	4,168.00	3,486.74	681.26	83.65
101-441-716.000	Medical Insurance	14,605.00	9,539.57	5,065.43	65.32
101-441-718.000	Retirement	11,430.00	7,992.38	3,437.62	69.92
101-441-721.000	Uniform Allowance	900.00	353.51	546.49	39.28
101-441-723.000	Workers Compensation	2,019.00	331.50	1,687.50	16.42
101-441-740.000	Operating Supplies	2,400.00	1,760.82	639.18	73.37
101-441-787.000	Materials	400.00	36.00	364.00	9.00
101-441-803.000	Physicals	200.00	100.00	100.00	50.00
101-441-807.000	Audit	1,700.00	1,875.50	(175.50)	110.32
101-441-810.000	Contracted Services	6,927.00	5,306.46	1,620.54	76.61
101-441-856.000	Telephone	1,755.00	508.85	1,246.15	28.99
101-441-856.040	Cellular Phone Fees	806.00	763.18	42.82	94.69
101-441-865.010	Meals per Union Contract	100.00	0.00	100.00	0.00
101-441-905.000	Printing & Publications	150.00	0.00	150.00	0.00
101-441-910.000	Insurance	11,789.00	12,699.60	(910.60)	107.72
101-441-921.000	ELECTRIC - EDISON	0.00	179.77	(179.77)	100.00
101-441-923.000	Heat	5,610.00	2,488.54	3,121.46	44.36
101-441-943.000	Equipment Rental	40,000.00	1,952.43	38,047.57	4.88
101-441-956.000	Miscellaneous	0.00	(1,097.86)	1,097.86	100.00
101-441-960.000	Education/Safety Management	185.00	0.00	185.00	0.00
Total Dept 441 - DPW		159,626.00	94,435.99	65,190.01	59.16
Dept 442 - Tree Replacement Program					
101-442-704.000	Wages	0.00	350.28	(350.28)	100.00
101-442-715.000	FICA	0.00	26.12	(26.12)	100.00
101-442-740.000	Operating Supplies	0.00	11.97	(11.97)	100.00
101-442-787.000	Materials	500.00	499.90	0.10	99.98
101-442-943.000	Equipment Rental	0.00	65.73	(65.73)	100.00

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 101 - General Fund					
Expenditures					
101-443-704.000	Wages	26,298.00	14,954.99	11,343.01	56.87
101-443-709.000	Overtime	4,000.00	1,678.20	2,321.80	41.96
101-443-715.000	FICA	2,318.00	1,236.50	1,081.50	53.34
101-443-716.000	Medical Insurance	7,765.00	5,887.64	1,877.36	75.82
101-443-718.000	Retirement	7,451.00	5,925.77	1,525.23	79.53
101-443-723.000	Workers Compensation	404.00	66.30	337.70	16.41
101-443-787.000	Materials	1,500.00	634.78	865.22	42.32
101-443-943.000	Equipment Rental	0.00	6,324.11	(6,324.11)	100.00
Total Dept 443 - Downtown Maintenance		49,736.00	36,708.29	13,027.71	73.81
Dept 444 - Parking Lot Maint/Const.					
101-444-704.000	Wages	9,526.00	9,955.61	(429.61)	104.51
101-444-709.000	Overtime	2,200.00	1,093.37	1,106.63	49.70
101-444-715.000	FICA	897.00	820.65	76.35	91.49
101-444-716.000	Medical Insurance	2,533.00	2,318.75	214.25	91.54
101-444-718.000	Retirement	2,193.00	2,433.12	(240.12)	110.95
101-444-723.000	Workers Compensation	404.00	66.30	337.70	16.41
101-444-787.000	Materials	1,500.00	718.01	781.99	47.87
101-444-943.000	Equipment Rental	0.00	9,870.72	(9,870.72)	100.00
Total Dept 444 - Parking Lot Maint/Const.		19,253.00	27,276.53	(8,023.53)	141.67
Dept 448 - Street Lighting					
101-448-767.030	Lighting Pole Replacement	1,000.00	0.00	1,000.00	0.00
101-448-787.000	Materials	1,000.00	284.91	715.09	28.49
101-448-810.000	Contracted Services	5,000.00	2,097.00	2,903.00	41.94
101-448-921.000	Electric	33,000.00	17,086.25	15,913.75	51.78
Total Dept 448 - Street Lighting		40,000.00	19,468.16	20,531.84	48.67
Dept 528 - Rubbish Contracts					
101-528-704.000	Wages	2,640.00	134.42	2,505.58	5.09
101-528-704.010	RUBBISH ADMIN WAGES	0.00	1,572.96	(1,572.96)	100.00
101-528-705.000	Clerical	1,834.00	949.06	884.94	51.75
101-528-715.000	RUBBISH FICA	342.00	192.94	149.06	56.42
101-528-716.000	Medical Insurance	112.00	12.34	99.66	11.02
101-528-718.000	Retirement	154.00	0.00	154.00	0.00
101-528-808.000	Rubbish Collection Contract	160,132.00	95,201.91	64,930.09	59.45
101-528-808.010	Commercial Rubbish Contract	34,663.00	20,849.58	13,813.42	60.15
Total Dept 528 - Rubbish Contracts		199,877.00	118,913.21	80,963.79	59.49
Dept 751 - Parks					
101-751-704.000	Wages	11,305.00	7,415.91	3,889.09	65.60
101-751-704.010	WAGES - ADMIN	2,090.00	2,027.15	62.85	96.99
101-751-705.000	Clerical	914.00	488.59	425.41	53.46
101-751-707.010	Beach Wages	7,600.00	4,035.53	3,564.47	53.10
101-751-709.000	Overtime	400.00	95.73	304.27	23.93
101-751-715.000	FICA	1,707.00	1,060.34	646.66	62.12
101-751-716.000	Medical Insurance	4,154.00	2,525.63	1,628.37	60.80
101-751-718.000	Retirement	3,492.00	2,294.98	1,197.02	65.72
101-751-723.000	Workers Compensation	404.00	66.30	337.70	16.41
101-751-725.000	Unemployment	100.00	0.00	100.00	0.00
101-751-740.000	Operating Supplies	1,000.00	188.07	811.93	18.81
101-751-787.000	Materials	1,000.00	36.95	963.05	3.70
101-751-803.000	Physicals	300.00	0.00	300.00	0.00
101-751-810.000	Contracted Services	2,000.00	1,134.42	865.58	56.72
101-751-905.000	Printing & Publications	150.00	0.00	150.00	0.00
101-751-910.000	Insurance	3,537.00	3,809.88	(272.88)	107.72
101-751-921.000	Electric	0.00	234.48	(234.48)	100.00
101-751-927.000	WATER-PARKS	0.00	295.62	(295.62)	100.00
101-751-943.000	Equipment Rental	0.00	4,686.41	(4,686.41)	100.00
Total Dept 751 - Parks		40,153.00	30,395.99	9,757.01	75.70
Dept 852 - Interlocal Gov't. Contracts					
101-852-704.002	Wages - Civic Center Maintena	4,443.00	4,925.19	(482.19)	110.85
101-852-709.002	Overtime - Civic Center	800.00	31.91	768.09	3.99
101-852-715.000	FICA	401.00	372.05	28.95	92.78
101-852-716.000	Medical Insurance	1,725.00	1,397.98	327.02	81.04
101-852-718.000	Retirement	1,346.00	1,164.59	181.41	86.52

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 01/31/2020 NORMAL (ABNORMA	AVAILABLE BALANCE NORMAL (ABNORMA	% BDGT USED
Fund 101 - General Fund					
Expenditures					
101-852-723.000	Workers Compensation	404.00	66.30	337.70	16.41
101-852-787.002	Material - Civic Center	1,000.00	34.11	965.89	3.41
101-852-810.000	Contracted Services	18,400.00	10,130.16	8,269.84	55.06
101-852-943.000	Equipment Rental	0.00	2,140.40	(2,140.40)	100.00
Total Dept 852 - Interlocal Gov't. Contracts		28,519.00	20,262.69	8,256.31	71.05
Dept 960 - Public Relations					
101-960-704.000	WAGES-PART TIME STAFF	20,000.00	4,855.44	15,144.56	24.28
101-960-715.000	FICA-COMMUNITY PROMOTIONS	0.00	357.33	(357.33)	100.00
101-960-880.000	Community Promotion	4,000.00	4,058.30	(58.30)	101.46
101-960-880.010	Downtown Christmas Decoration	1,000.00	0.00	1,000.00	0.00
101-960-880.020	Cable Commission	6,728.00	2,839.11	3,888.89	42.20
Total Dept 960 - Public Relations		31,728.00	12,110.18	19,617.82	38.17
Dept 999 - Miscellaneous					
101-999-704.050	Youth Assistantce Wages	10,100.00	5,175.01	4,924.99	51.24
101-999-715.000	FICA	500.00	339.68	160.32	67.94
101-999-999.204	Municipal Streets	233,343.00	6,121.25	227,221.75	2.62
101-999-999.401	Transfser out to Vill. Const.	45,000.00	0.00	45,000.00	0.00
Total Dept 999 - Miscellaneous		288,943.00	11,635.94	277,307.06	4.03
TOTAL EXPENDITURES		2,048,944.00	1,051,937.18	997,006.82	51.34
Fund 101 - General Fund:					
TOTAL REVENUES		1,942,361.00	1,609,103.85	333,257.15	82.84
TOTAL EXPENDITURES		2,048,944.00	1,051,937.18	997,006.82	51.34
NET OF REVENUES & EXPENDITURES		(106,583.00)	557,166.67	(663,749.67)	522.75

PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 202 - Major Street Fund					
Revenues					
Dept 000					
202-000-547.000	Gas and Weight Tax	201,000.00	117,287.14	83,712.86	58.35
202-000-547.010	Road Building	23,000.00	26,689.00	(3,689.00)	116.04
202-000-665.000	Interest Earnings	500.00	3,348.16	(2,848.16)	669.63
Total Dept 000		224,500.00	147,324.30	77,175.70	65.62
TOTAL REVENUES		224,500.00	147,324.30	77,175.70	65.62
Expenditures					
Dept 455 - Construction					
202-455-821.000	Engineering	2,000.00	0.00	2,000.00	0.00
Total Dept 455 - Construction		2,000.00	0.00	2,000.00	0.00
Dept 463 - Surface					
202-463-704.000	Wages	23,312.00	9,216.78	14,095.22	39.54
202-463-709.000	Overtime	300.00	0.00	300.00	0.00
202-463-710.010	Leave Time Buyout	2,000.00	0.00	2,000.00	0.00
202-463-715.000	FICA	1,883.00	685.32	1,197.68	36.40
202-463-716.000	Medical Insurance	6,701.00	4,194.29	2,506.71	62.59
202-463-718.000	Retirement	5,023.00	3,493.82	1,529.18	69.56
202-463-721.000	Uniform Allowance	900.00	0.00	900.00	0.00
202-463-723.000	Workers Compensation	538.00	88.40	449.60	16.43
202-463-787.000	Materials	3,000.00	516.71	2,483.29	17.22
202-463-810.000	Contracted Services	180,883.00	189,082.64	(8,199.64)	104.53
202-463-810.100	Sidewalks	3,000.00	0.00	3,000.00	0.00
202-463-943.000	Equipment Rental	18,000.00	8,511.58	9,488.42	47.29
202-463-960.000	Education/Safety Management	185.00	35.96	149.04	19.44
Total Dept 463 - Surface		245,725.00	215,825.50	29,899.50	87.83
Dept 464 - Non-motorized					
202-464-810.000	Contracted Services	2,302.00	2,302.00	0.00	100.00
Total Dept 464 - Non-motorized		2,302.00	2,302.00	0.00	100.00
Dept 474 - Traffic					
202-474-704.000	Wages	1,811.00	1,341.43	469.57	74.07
202-474-709.000	Overtime	200.00	0.00	200.00	0.00
202-474-715.000	FICA	154.00	100.92	53.08	65.53
202-474-716.000	Medical Insurance	679.00	408.47	270.53	60.16
202-474-718.000	Retirement	460.00	312.84	147.16	68.01
202-474-787.000	Materials	1,500.00	551.11	948.89	36.74
202-474-810.000	Contracted Services	6,500.00	3,451.63	3,048.37	53.10
202-474-810.090	Signal Maintenance	7,500.00	3,702.78	3,797.22	49.37
202-474-943.000	Equipment Rental	1,000.00	397.98	602.02	39.80
Total Dept 474 - Traffic		19,804.00	10,267.16	9,536.84	51.84
Dept 478 - Snow & Ice					
202-478-704.000	Wages	8,213.00	569.55	7,643.45	6.93
202-478-709.000	Overtime	3,000.00	832.56	2,167.44	27.75
202-478-715.000	FICA	858.00	104.85	753.15	12.22
202-478-716.000	Medical Insurance	3,245.00	1,968.11	1,276.89	60.65
202-478-718.000	Retirement	2,364.00	1,598.50	765.50	67.62
202-478-787.000	Materials	20,000.00	6,860.47	13,139.53	34.30
202-478-910.000	Insurance	1,179.00	1,269.96	(90.96)	107.72
202-478-943.000	Equipment Rental	5,500.00	1,745.01	3,754.99	31.73
Total Dept 478 - Snow & Ice		44,359.00	14,949.01	29,409.99	33.70
Dept 484 - Wages Administration					
202-484-807.000	Audit	850.00	937.75	(87.75)	110.32
202-484-910.000	Insurance	1,179.00	0.00	1,179.00	0.00
Total Dept 484 - Wages Administration		2,029.00	937.75	1,091.25	46.22
TOTAL EXPENDITURES		316,219.00	244,281.42	71,937.58	77.25

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REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT		
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA			
Fund 202 - Major Street Fund							
Fund 202 - Major Street Fund:							
TOTAL REVENUES		224,500.00	147,324.30	77,175.70	65.62		
TOTAL EXPENDITURES		316,219.00	244,281.42	71,937.58	77.25		
NET OF REVENUES & EXPENDITURES		(91,719.00)	(96,957.12)	5,238.12	105.71		



PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 203 - Local Street Fund					
Revenues					
Dept 000					
203-000-547.000	Gas and Weight Tax	75,500.00	41,401.18	34,098.82	54.84
203-000-630.000	METRO FEES	11,000.00	0.00	11,000.00	0.00
203-000-665.000	Interest Earnings	0.00	716.09	(716.09)	100.00
Total Dept 000		86,500.00	42,117.27	44,382.73	48.69
TOTAL REVENUES		86,500.00	42,117.27	44,382.73	48.69
Expenditures					
Dept 463 - Surface					
203-463-704.000	Wages	18,515.00	14,721.41	3,793.59	79.51
203-463-709.000	Overtime	500.00	0.00	500.00	0.00
203-463-715.000	FICA	1,455.00	1,099.18	355.82	75.55
203-463-716.000	Medical Insurance	7,120.00	4,445.59	2,674.41	62.44
203-463-718.000	Retirement	5,289.00	3,678.78	1,610.22	69.56
203-463-723.000	Workers Compensation	538.00	88.40	449.60	16.43
203-463-787.000	Materials	3,500.00	611.44	2,888.56	17.47
203-463-810.000	Contracted Services	3,883.00	4,177.60	(294.60)	107.59
203-463-810.100	Sidewalks	3,500.00	0.00	3,500.00	0.00
203-463-943.000	Equipment Rental	14,000.00	10,905.91	3,094.09	77.90
203-463-960.000	Education/Safety Management	185.00	0.00	185.00	0.00
Total Dept 463 - Surface		58,485.00	39,728.31	18,756.69	67.93
Dept 474 - Traffic					
203-474-704.000	Wages	2,177.00	1,818.53	358.47	83.53
203-474-709.000	Overtime	150.00	0.00	150.00	0.00
203-474-715.000	FICA	178.00	138.66	39.34	77.90
203-474-716.000	Medical Insurance	803.00	480.91	322.09	59.89
203-474-718.000	Retirement	537.00	368.80	168.20	68.68
203-474-787.000	Materials	1,000.00	131.60	868.40	13.16
203-474-810.000	Contracted Services	200.00	0.00	200.00	0.00
203-474-943.000	Equipment Rental	1,000.00	1,002.09	(2.09)	100.21
Total Dept 474 - Traffic		6,045.00	3,940.59	2,104.41	65.19
Dept 478 - Snow & Ice					
203-478-704.000	Wages	5,598.00	862.92	4,735.08	15.41
203-478-709.000	Overtime	4,000.00	1,533.77	2,466.23	38.34
203-478-715.000	FICA	734.00	179.91	554.09	24.51
203-478-716.000	Medical Insurance	2,173.00	1,362.64	810.36	62.71
203-478-718.000	Retirement	1,642.00	1,141.77	500.23	69.54
203-478-787.000	Materials	18,000.00	5,486.26	12,513.74	30.48
203-478-910.000	Insurance	0.00	1,269.96	(1,269.96)	100.00
203-478-943.000	Equipment Rental	6,000.00	3,082.99	2,917.01	51.38
Total Dept 478 - Snow & Ice		38,147.00	14,920.22	23,226.78	39.11
Dept 484 - Wages Administration					
203-484-807.000	Audit	850.00	937.75	(87.75)	110.32
203-484-910.000	Insurance	1,179.00	0.00	1,179.00	0.00
Total Dept 484 - Wages Administration		2,029.00	937.75	1,091.25	46.22
TOTAL EXPENDITURES		104,706.00	59,526.87	45,179.13	56.85
Fund 203 - Local Street Fund:					
TOTAL REVENUES		86,500.00	42,117.27	44,382.73	48.69
TOTAL EXPENDITURES		104,706.00	59,526.87	45,179.13	56.85
NET OF REVENUES & EXPENDITURES		(18,206.00)	(17,409.60)	(796.40)	95.63

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 296 - DDA Operating					
Revenues					
Dept 000					
296-000-401.000	Township Operating	209,000.00	110,213.54	98,786.46	52.73
296-000-401.010	Village Revenue	179,000.00	154,638.23	24,361.77	86.39
296-000-401.020	STATE PERSONAL PROPERTY TAX	22,000.00	30,867.48	(8,867.48)	140.31
296-000-412.000	Delinquent Property Taxes	1,000.00	2,571.01	(1,571.01)	257.10
296-000-665.000	Interest Earnings	2,000.00	4,337.21	(2,337.21)	216.86
296-000-671.040	Scarecrow Festival	2,500.00	1,400.00	1,100.00	56.00
296-000-671.080	Concerts in the Park	4,000.00	0.00	4,000.00	0.00
296-000-671.090	Holiday Promotions	6,000.00	4,280.00	1,720.00	71.33
Total Dept 000		425,500.00	308,307.47	117,192.53	72.46
TOTAL REVENUES		425,500.00	308,307.47	117,192.53	72.46
Expenditures					
Dept 729 - Organization/Administration					
296-729-704.000	Wages	57,500.00	30,650.70	26,849.30	53.31
296-729-705.000	CLERICAL COMMUNICATIONS	0.00	1,557.00	(1,557.00)	100.00
296-729-715.000	FICA	4,399.00	2,344.77	2,054.23	53.30
296-729-715.001	FICA COMMUNICATIONS	0.00	119.11	(119.11)	100.00
296-729-716.000	Medical Insurance	22,000.00	13,188.79	8,811.21	59.95
296-729-716.001	LIFE, ST/LT DISABILITY	0.00	286.86	(286.86)	100.00
296-729-718.000	Retirement	5,750.00	2,701.76	3,048.24	46.99
296-729-723.000	Workers Compensation	538.00	88.40	449.60	16.43
296-729-727.000	Office Supplies	500.00	850.63	(350.63)	170.13
296-729-730.000	Postage	200.00	0.00	200.00	0.00
296-729-807.000	Audit	850.00	937.75	(87.75)	110.32
296-729-810.000	Contracted Services	583.00	783.80	(200.80)	134.44
296-729-810.011	Downtown Cleaning	50,000.00	29,166.69	20,833.31	58.33
296-729-810.111	Enforcement Transfer	25,000.00	14,676.69	10,323.31	58.71
296-729-810.140	Contracted Services - Website	1,200.00	1,242.34	(42.34)	103.53
296-729-810.150	Contracted Services - Advert	3,000.00	0.00	3,000.00	0.00
296-729-810.170	Contracted Services - Admin.	6,600.00	150.00	6,450.00	2.27
296-729-830.000	Membership & Dues	1,000.00	575.00	425.00	57.50
296-729-856.040	Cellular Phone Fees	627.00	315.18	311.82	50.27
296-729-864.000	Workshops	200.00	0.00	200.00	0.00
296-729-864.010	Director - Conference	1,500.00	0.00	1,500.00	0.00
296-729-866.000	Mileage	100.00	0.00	100.00	0.00
296-729-867.000	Lodging	150.00	437.59	(287.59)	291.73
296-729-868.000	Meals	150.00	24.90	125.10	16.60
296-729-900.000	Advertising	2,000.00	3,000.00	(1,000.00)	150.00
296-729-905.000	Printing & Publications	1,200.00	418.10	781.90	34.84
296-729-910.000	Insurance	3,297.00	3,174.90	122.10	96.30
296-729-920.000	Utilities	263.00	401.98	(138.98)	152.84
296-729-999.394	Transfer to Debt Service	136,425.00	144.91	136,280.09	0.11
296-729-999.494	Transfer Out - DDA Constructi	400,000.00	0.00	400,000.00	0.00
Total Dept 729 - Organization/Administration		725,032.00	107,237.85	617,794.15	14.79
Dept 730 - Design					
296-730-740.230	Operating Supplies - Flowers	2,250.00	0.00	2,250.00	0.00
296-730-740.250	Operating Supplies - Build In	0.00	449.44	(449.44)	100.00
296-730-810.000	Contracted Services	40,000.00	5,009.00	34,991.00	12.52
296-730-970.000	Capital Improvements	10,000.00	715.50	9,284.50	7.16
296-730-996.050	Grant - Sign	3,000.00	2,453.10	546.90	81.77
296-730-996.060	Grant - Facade	11,500.00	0.00	11,500.00	0.00
Total Dept 730 - Design		66,750.00	8,627.04	58,122.96	12.92
Dept 731 - Economic Restructuring					
296-731-810.000	Contracted Services	5,000.00	9,176.68	(4,176.68)	183.53
296-731-970.000	Capital Improvements	5,000.00	0.00	5,000.00	0.00
Total Dept 731 - Economic Restructuring		10,000.00	9,176.68	823.32	91.77
Dept 961 - Promotions					
296-961-740.310	Operating Supplies - Holiday	1,100.00	1,517.65	(417.65)	137.97
296-961-740.360	Operating Supplies - Scarecro	500.00	259.03	240.97	51.81
296-961-810.310	Contracted Services - Holiday	3,000.00	2,027.00	973.00	67.57
296-961-810.350	Contracted Services - Concert	3,400.00	3,540.00	(140.00)	104.12
296-961-810.360	Contracted Services - Scarecr	2,500.00	2,702.18	(202.18)	108.09
296-961-900.310	Advertising - Holiday Promoti	400.00	57.00	343.00	14.25

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REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 01/31/2020 NORMAL (ABNORMA	AVAILABLE BALANCE NORMAL (ABNORMA	% BDGT USED
Fund 296 - DDA Operating					
Expenditures					
296-961-900.350	Advertisting - Concerts	400.00	22.66	377.34	5.67
296-961-900.360	Advertising - Scarecrow	60.00	300.00	(240.00)	500.00
296-961-943.360	Equip Rental - Scarecrow	250.00	0.00	250.00	0.00
Total Dept 961 - Promotions		11,610.00	10,425.52	1,184.48	89.80
TOTAL EXPENDITURES		813,392.00	135,467.09	677,924.91	16.65
Fund 296 - DDA Operating:					
TOTAL REVENUES		425,500.00	308,307.47	117,192.53	72.46
TOTAL EXPENDITURES		813,392.00	135,467.09	677,924.91	16.65
NET OF REVENUES & EXPENDITURES		(387,892.00)	172,840.38	(560,732.38)	44.56

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PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 590 - Sewer Fund					
Revenues					
Dept 000					
590-000-642.000	Collections	760,000.00	361,552.41	398,447.59	47.57
590-000-642.010	Penalties on Usage	8,000.00	6,835.78	1,164.22	85.45
590-000-665.000	Interest Earnings	2,000.00	8,323.49	(6,323.49)	416.17
590-000-672.050	New Connection	6,000.00	14,750.00	(8,750.00)	245.83
590-000-677.000	Reimbursements	0.00	199.11	(199.11)	100.00
Total Dept 000		776,000.00	391,660.79	384,339.21	50.47
TOTAL REVENUES		776,000.00	391,660.79	384,339.21	50.47
Expenditures					
Dept 521 - Sewer					
590-521-704.000	Wages	74,314.00	4,617.55	69,696.45	6.21
590-521-704.010	WAGES - ADMIN	6,600.00	3,478.17	3,121.83	52.70
590-521-705.000	Clerical	5,483.00	2,604.41	2,878.59	47.50
590-521-709.000	Overtime	0.00	133.50	(133.50)	100.00
590-521-715.000	FICA	6,609.00	821.45	5,787.55	12.43
590-521-716.000	Medical Insurance	15,654.00	8,227.36	7,426.64	52.56
590-521-718.000	Retirement	13,464.00	7,535.65	5,928.35	55.97
590-521-721.000	Uniform Allowance	900.00	382.99	517.01	42.55
590-521-723.000	Workers Compensation	1,346.00	221.00	1,125.00	16.42
590-521-727.000	Office Supplies	500.00	0.00	500.00	0.00
590-521-730.000	Postage	2,000.00	112.50	1,887.50	5.63
590-521-740.000	Operating Supplies	1,500.00	1,193.33	306.67	79.56
590-521-787.000	Materials	1,000.00	0.00	1,000.00	0.00
590-521-807.000	Audit	2,550.00	2,813.25	(263.25)	110.32
590-521-810.000	Contracted Services	13,161.00	4,037.65	9,123.35	30.68
590-521-815.000	Oakland County Usage Fees	437,820.00	200,356.88	237,463.12	45.76
590-521-826.000	Legal Fees	1,000.00	0.00	1,000.00	0.00
590-521-856.020	Telephone - DPW	134.00	0.00	134.00	0.00
590-521-905.000	Printing & Publications	100.00	0.00	100.00	0.00
590-521-910.000	Insurance	2,947.00	3,174.90	(227.90)	107.73
590-521-943.000	Equipment Rental	32,000.00	2,160.78	29,839.22	6.75
590-521-957.000	Contingency: Year End	10,000.00	0.00	10,000.00	0.00
590-521-960.000	Education/Safety Management	185.00	0.00	185.00	0.00
590-521-991.020	Bond - Interceptor	143,785.76	135,452.46	8,333.30	94.20
590-521-995.030	Interest Interceptor	18,752.00	19,330.27	(578.27)	103.08
Total Dept 521 - Sewer		791,804.76	396,654.10	395,150.66	50.09
Dept 622 - Environmental					
590-622-810.000	Contracted Services	5,000.00	0.00	5,000.00	0.00
Total Dept 622 - Environmental		5,000.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		796,804.76	396,654.10	400,150.66	49.78
Fund 590 - Sewer Fund:					
TOTAL REVENUES		776,000.00	391,660.79	384,339.21	50.47
TOTAL EXPENDITURES		796,804.76	396,654.10	400,150.66	49.78
NET OF REVENUES & EXPENDITURES		(20,804.76)	(4,993.31)	(15,811.45)	24.00



PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 591 - Water Fund					
Revenues					
Dept 000					
591-000-639.000	Installations - Tap	1,600.00	0.00	1,600.00	0.00
591-000-642.000	Collections	750,000.00	199,852.64	550,147.36	26.65
591-000-642.010	Penalties on Usage	9,000.00	6,222.72	2,777.28	69.14
591-000-642.020	Shut off Charge	0.00	160.00	(160.00)	100.00
591-000-642.030	Collections - Fixed	0.00	153,967.43	(153,967.43)	100.00
591-000-665.000	Interest Earnings	3,500.00	4,153.80	(653.80)	118.68
591-000-672.060	Capital Charges	4,000.00	13,918.40	(9,918.40)	347.96
591-000-677.000	Reimbursements	0.00	112.00	(112.00)	100.00
591-000-686.000	Miscellaneous	0.00	7,190.00	(7,190.00)	100.00
Total Dept 000		768,100.00	385,576.99	382,523.01	50.20
TOTAL REVENUES		768,100.00	385,576.99	382,523.01	50.20
Expenditures					
Dept 556 - Water Maintenance					
591-556-704.000	Wages	94,642.00	22,023.43	72,618.57	23.27
591-556-704.010	WAGES - ADMIN	11,660.00	4,718.76	6,941.24	40.47
591-556-704.060	Incentives	300.00	0.00	300.00	0.00
591-556-705.000	Clerical	9,139.00	2,604.41	6,534.59	28.50
591-556-709.000	Overtime	500.00	1,175.52	(675.52)	235.10
591-556-715.000	FICA	8,869.00	2,278.20	6,590.80	25.69
591-556-716.000	Medical Insurance	29,449.00	16,556.40	12,892.60	56.22
591-556-718.000	Retirement	26,611.00	16,555.64	10,055.36	62.21
591-556-721.000	Uniform Allowance	600.00	63.75	536.25	10.63
591-556-723.000	Workers Compensation	2,019.00	331.50	1,687.50	16.42
591-556-727.000	Office Supplies	100.00	0.00	100.00	0.00
591-556-730.000	Postage	4,200.00	2,484.26	1,715.74	59.15
591-556-740.000	Operating Supplies	1,500.00	1,217.65	282.35	81.18
591-556-754.000	Tools	700.00	0.00	700.00	0.00
591-556-787.000	Materials	3,200.00	2,101.31	1,098.69	65.67
591-556-807.000	Audit	2,550.00	3,751.00	(1,201.00)	147.10
591-556-810.000	Contracted Services	25,897.00	31,292.15	(5,395.15)	120.83
591-556-821.000	Engineering	6,000.00	0.00	6,000.00	0.00
591-556-826.000	Legal Fees	1,500.00	0.00	1,500.00	0.00
591-556-856.020	Telephone - DPW	134.00	0.00	134.00	0.00
591-556-943.000	Equipment Rental	36,000.00	11,865.01	24,134.99	32.96
591-556-956.000	Miscellaneous	0.00	56.84	(56.84)	100.00
591-556-960.000	Education/Safety Management	1,385.00	0.00	1,385.00	0.00
591-556-970.000	Capital Improvements	34,000.00	31,710.00	2,290.00	93.26
Total Dept 556 - Water Maintenance		300,955.00	150,785.83	150,169.17	50.10
Dept 557 - Water Plant					
591-557-730.000	Postage	100.00	455.40	(355.40)	455.40
591-557-740.000	Operating Supplies	1,200.00	150.00	1,050.00	12.50
591-557-743.000	Chemicals	52,000.00	29,633.92	22,366.08	56.99
591-557-751.000	Diesel Fuel and Gas	1,000.00	319.05	680.95	31.91
591-557-787.000	Materials	5,500.00	3,451.00	2,049.00	62.75
591-557-810.000	Contracted Services	45,477.00	31,979.63	13,497.37	70.32
591-557-856.000	Telephone	2,925.00	1,595.45	1,329.55	54.55
591-557-910.000	Insurance	12,968.00	13,969.56	(1,001.56)	107.72
591-557-921.000	Electric	35,655.00	17,599.75	18,055.25	49.36
591-557-923.000	Heat	1,239.00	436.92	802.08	35.26
591-557-924.000	Sewer	1,200.00	186.99	1,013.01	15.58
591-557-927.000	Water	2,200.00	108.60	2,091.40	4.94
591-557-931.000	Building Maintenance	500.00	29.95	470.05	5.99
591-557-933.010	Equipment Maintenance Contrac	2,500.00	0.00	2,500.00	0.00
591-557-958.000	Membership & Dues	500.00	0.00	500.00	0.00
591-557-991.000	Principal	237,864.00	0.00	237,864.00	0.00
591-557-992.000	Fees	0.00	355.00	(355.00)	100.00
591-557-995.000	Interest	24,088.00	24,087.50	0.50	100.00
Total Dept 557 - Water Plant		426,916.00	124,358.72	302,557.28	29.13
TOTAL EXPENDITURES		727,871.00	275,144.55	452,726.45	37.80
Fund 591 - Water Fund:					
TOTAL REVENUES		768,100.00	385,576.99	382,523.01	50.20
TOTAL EXPENDITURES		727,871.00	275,144.55	452,726.45	37.80

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE		AVAILABLE		% BDGT
		AMENDED BUDGET	NORMAL	(ABNORMA	NORMAL	(ABNORMA	
			01/31/2020		BALANCE		USED
Fund 591 - Water Fund							
NET OF REVENUES & EXPENDITURES		40,229.00	110,432.44		(70,203.44)		274.51

REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE

PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2020 NORMAL (ABNORMA	BALANCE NORMAL (ABNORMA	
Fund 661 - Motor Equipment - DPW					
Revenues					
Dept 000					
661-000-665.000	Interest Earnings	2,000.00	2,874.32	(874.32)	143.72
661-000-676.202	Major Streets Equipment Renta	18,000.00	10,654.57	7,345.43	59.19
661-000-676.203	Local Streets Equipment Renta	14,000.00	14,990.99	(990.99)	107.08
661-000-676.441	DPW Equipment Rental	40,000.00	25,039.80	14,960.20	62.60
661-000-676.590	Sewer Equipment Rental	32,000.00	2,160.78	29,839.22	6.75
661-000-676.591	Water Equipment Rental	36,000.00	11,865.01	24,134.99	32.96
Total Dept 000		142,000.00	67,585.47	74,414.53	47.60
TOTAL REVENUES		142,000.00	67,585.47	74,414.53	47.60
Expenditures					
Dept 958 - Motor Equipment					
661-958-704.000	Wages	13,533.00	22,388.63	(8,855.63)	165.44
661-958-709.000	Overtime	300.00	0.00	300.00	0.00
661-958-710.010	Leave Time Buyout	1,800.00	0.00	1,800.00	0.00
661-958-715.000	FICA	1,196.00	1,659.49	(463.49)	138.75
661-958-716.000	Medical Insurance	5,119.00	3,173.61	1,945.39	62.00
661-958-718.000	Retirement	3,726.00	2,591.80	1,134.20	69.56
661-958-721.000	Uniform Allowance	900.00	599.97	300.03	66.66
661-958-723.000	Workers Compensation	1,346.00	221.00	1,125.00	16.42
661-958-751.000	Diesel Fuel and Gas	12,000.00	5,773.73	6,226.27	48.11
661-958-752.000	Oil and Grease	1,000.00	1,568.50	(568.50)	156.85
661-958-753.000	Anti-Freeze	150.00	0.00	150.00	0.00
661-958-754.000	Tools	500.00	454.87	45.13	90.97
661-958-776.000	DPW Building Maint and Suppli	800.00	479.76	320.24	59.97
661-958-781.030	DPW Repair Parts	10,000.00	9,205.00	795.00	92.05
661-958-807.000	Audit	1,700.00	1,875.50	(175.50)	110.32
661-958-810.000	Contracted Services	10,167.00	6,834.67	3,332.33	67.22
661-958-910.000	Insurance	8,842.00	9,524.70	(682.70)	107.72
661-958-960.000	Education/Safety Management	200.00	60.00	140.00	30.00
661-958-979.000	DPW Equipment	2,000.00	0.00	2,000.00	0.00
Total Dept 958 - Motor Equipment		75,279.00	66,411.23	8,867.77	88.22
TOTAL EXPENDITURES		75,279.00	66,411.23	8,867.77	88.22
Fund 661 - Motor Equipment - DPW:					
TOTAL REVENUES		142,000.00	67,585.47	74,414.53	47.60
TOTAL EXPENDITURES		75,279.00	66,411.23	8,867.77	88.22
NET OF REVENUES & EXPENDITURES		66,721.00	1,174.24	65,546.76	1.76
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS		4,364,961.00	2,951,676.14	1,413,284.86	67.62
TOTAL EXPENDITURES - ALL FUNDS		4,883,215.76	2,229,422.44	2,653,793.32	45.65
NET OF REVENUES & EXPENDITURES		(518,254.76)	722,253.70	(1,240,508.46)	139.36

CASH SUMMARY BY BANK FOR OXFORD VILLAGE  
FROM 07/01/2019 TO 01/31/2020

Bank Code Fund	Description	Beginning Balance 07/01/2019	Total Debits	Total Credits	Ending Balance 01/31/2020
HUNT 100	General Checking	2,849.09	2,662.96	5,512.05	0.00
		<u>2,849.09</u>	<u>2,662.96</u>	<u>5,512.05</u>	<u>0.00</u>
CKG01 100	GENERAL CHECKING General Checking	1,464,242.34	6,402,300.30	7,235,148.22	631,394.42
	GENERAL CHECKING	<u>1,464,242.34</u>	<u>6,402,300.30</u>	<u>7,235,148.22</u>	<u>631,394.42</u>
INDBK 100	INDEPENDENT BANK General Checking	0.00	503,548.34	0.00	503,548.34
	INDEPENDENT BANK	<u>0.00</u>	<u>503,548.34</u>	<u>0.00</u>	<u>503,548.34</u>
LGIP 100	LOCAL GOVERNMENT INV. POOL General Checking	1,728,184.08	1,731,076.09	500,000.00	2,959,260.17
	LOCAL GOVERNMENT INV. POOL	<u>1,728,184.08</u>	<u>1,731,076.09</u>	<u>500,000.00</u>	<u>2,959,260.17</u>
WBD01 591	WATER BOND DEBT Water Fund	29,978.88	10.58	0.00	29,989.46
	WATER BOND DEBT	<u>29,978.88</u>	<u>10.58</u>	<u>0.00</u>	<u>29,989.46</u>
WBI01 591	WATER BOND INTEREST Water Fund	18,804.10	4.74	0.00	18,808.84
	WATER BOND INTEREST	<u>18,804.10</u>	<u>4.74</u>	<u>0.00</u>	<u>18,808.84</u>
	TOTAL - ALL FUNDS	<u>3,244,058.49</u>	<u>8,639,603.01</u>	<u>7,740,660.27</u>	<u>4,143,001.23</u>

02/03/2020

INTEREST EARNINGS REPORT FOR OXFORD VILLAGE  
PERIOD ENDING 01/31/2020

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 01/31/2020 RMAL (ABNORMAL)	AVAILABLE BALANCE RMAL (ABNORMAL)	% BDGT USED
<b>Fund 101 - General Fund</b>					
101-000-665.000	Interest Earnings	2,000.00	7,907.17	(5,907.17)	395.36
Total Dept 000		2,000.00	7,907.17	(5,907.17)	395.36
Fund 101 - General Fund:					
<b>TOTAL REVENUES</b>		<b>2,000.00</b>	<b>7,907.17</b>	<b>(5,907.17)</b>	<b>395.36</b>
<b>Fund 202 - Major Street Fund</b>					
202-000-665.000	Interest Earnings	500.00	3,348.16	(2,848.16)	669.63
Total Dept 000		500.00	3,348.16	(2,848.16)	669.63
Fund 202 - Major Street Fund:					
<b>TOTAL REVENUES</b>		<b>500.00</b>	<b>3,348.16</b>	<b>(2,848.16)</b>	<b>669.63</b>
<b>Fund 203 - Local Street Fund</b>					
203-000-665.000	Interest Earnings	0.00	716.09	(716.09)	100.00
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>716.09</b>	<b>(716.09)</b>	<b>100.00</b>
<b>Fund 296 - DDA Operating</b>					
296-000-665.000	Interest Earnings	2,000.00	4,337.21	(2,337.21)	216.86
Fund 296 - DDA Operating:					
<b>TOTAL REVENUES</b>		<b>2,000.00</b>	<b>4,337.21</b>	<b>(2,337.21)</b>	<b>216.86</b>
<b>Fund 590 - Sewer Fund</b>					
590-000-665.000	Interest Earnings	2,000.00	8,323.49	(6,323.49)	416.17
Fund 590 - Sewer Fund:					
<b>TOTAL REVENUES</b>		<b>2,000.00</b>	<b>8,323.49</b>	<b>(6,323.49)</b>	<b>416.17</b>
<b>Fund 591 - Water Fund</b>					
591-000-665.000	Interest Earnings	3,500.00	4,153.80	(653.80)	118.68
Fund 591 - Water Fund:					
<b>TOTAL REVENUES</b>		<b>3,500.00</b>	<b>4,153.80</b>	<b>(653.80)</b>	<b>118.68</b>
<b>Fund 661 - Motor Equipment - DPW</b>					
661-000-665.000	Interest Earnings	2,000.00	2,874.32	(874.32)	143.72
Fund 661 - Motor Equipment - DPW:					
<b>TOTAL REVENUES</b>		<b>2,000.00</b>	<b>2,874.32</b>	<b>(874.32)</b>	<b>143.72</b>
<b>TOTAL REVENUES - ALL FUNDS</b>		<b>12,000.00</b>	<b>31,660.24</b>	<b>(19,660.24)</b>	<b>263.84</b>



## Village of Oxford

### ARTICLE . RESIDENTIAL RENTAL REGISTRATION AND INSPECTION\*

#### Sec. 6-101. Purpose and intent.

For the health and safety of landlords and tenants and for the ongoing and general welfare of the public, the Village of Oxford recognizes the need for an organized registration program for residential rental units located within the Village in order to ensure, when determined to be necessary, that rental units meet the applicable standards. all applicable building, existing structures, fire, health, safety, zoning codes and ordinances. The Village hereby finds that the most efficient system to achieve these objectives is a program requiring the registration of residential rental units within the Village and providing the Village with certain defined inspection rights for ~~these~~ residential units under defined circumstances.

#### Sec. 6-102. Definitions.

As used in this article, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

**Dwelling unit** means a building, mobile home, or portion thereof, designed for occupancy for residential purposes and having cooking facilities and sanitary facilities, except:

- (1) Places of public accommodation such as a hotel, motel, or bed and breakfast establishments;
- (2) Units required to be occupied by an employee or agent of an owner as a condition of employment (i.e., parsonages);
- (3) Any dwellings, dwelling units or mobile homes, which the state has exclusive authority under existing and controlling state law to inspect and regulate;
- (4) The principal residence of the owner, which is temporarily occupied by a person(s) other than the owner for not more than two (2) years;
- (5) The dwelling of a surviving spouse who is living in a home which is owned by the deceased spouse's heirs, estate or trust;
- (6) A dwelling in which a parent, child, brother, or sister of an owner is living;
- (7) Dwellings in a dormitory operated by an institution of higher education; and
- (8) Dwelling units in which an owner of such unit resides unless the nonowner occupant(s) of such dwelling unit pays rent or makes other compensation to the owner for occupancy of the dwelling unit.



**Landlord** means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit, either personally or through a designated agent, to any person.

**Owner** means the legal title holder of a rental unit or the premises within which the rental unit is situated.

**Owner-occupied rental unit** means a rental unit that is occupied in whole or in part by an individual who is an Owner or whose name specifically appears on the deed for the property where the rental unit is located.

**Person** means any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.

**Premises** means a lot, plot or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.

**Rental unit** means any dwelling unit containing sleeping units, including but not limited to apartments, boarding houses, or sleeping rooms, which is leased or rented from the owner or other person in control of such units, to any tenant, whether by day, week, month, year or any other term of time.

**Responsible local agent** means a natural person having his or her place of residence in the State of Michigan and designated by the property owner as the agent responsible for operating such property in compliance with the ordinances adopted by the Village.

**Tenant** means any person who has the temporary use and occupancy of real property owned by another person in subordination to that other person's title and with that other person's consent; for example, a person who rents or leases all or part of a dwelling unit from a landlord.

### **Sec. 6-103. Requirements.**

No person shall lease, rent, occupy, or otherwise allow a rental unit within the Village to be occupied, unless the following requirements are met.

(a) The owner of the rental unit shall have registered the rental unit with the building official ~~and zoning department~~ by completing and filing a current registration form with the building official ~~and zoning department~~ of the Village; and

(b) All fees charged by the Village for the registration and, if applicable, the inspection of the rental unit, shall be paid in full.

### **Sec. 6-104. Registration.**

No person shall lease, rent, occupy, or otherwise allow a rental unit within the Village to be occupied without first registering the rental unit with the building official ~~and zoning department~~ and designating a responsible local agent.



(a) *Registration forms.* Registration shall be made upon forms furnished by the building official and zoning department and shall require, at a minimum, all of the following information.

- (1) The common street address of the rental unit(s);
- (2) The number and types of rental units within the dwelling unit;
- (3) Name, business and residence address, telephone number, and where applicable an e-mail address, mobile telephone number, and facsimile number of all property owners of the rental unit(s);
- (4) Name, residence address, telephone number, and where applicable an email address, mobile telephone number, and facsimile number of the responsible local agent designated by the owner;
- (5) The maximum number of occupants proposed for each rental unit;
- (6) The name, address, telephone number, and where applicable an e-mail address, mobile telephone number, and facsimile number of the person authorized to order repairs or services for the property if different than the owner or responsible local agent, if in violation of Village or state codes, if the person is other than the owner or the responsible local agent; and
- (7) Information relating to the size of all habitable rooms in the dwelling unit used as part or all of each rental unit.

(b) *Accurate and complete information.* All information provided on the registration form shall be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit, or fail (omit) to provide the information required for such registration. The registration form shall be signed by the properly owner(s) or the designated responsible local agent. Where the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization.

(c) *Change in registration information or transfer of property.* Except for a change in the registered local agent, the property owner of a rental unit registered with the Village shall re-register within thirty (30) calendar days after any change occurs in the registration information. If the property is transferred to a new owner, the new property owner of a registered rental unit shall re-register the rental unit within thirty (30) calendar days following the transfer of the property. Property owners shall notify the building official ~~and zoning department~~ of any change in the designation of the registered local agent, including a change in name, address, e-mail address, telephone number, mobile telephone number or facsimile number of the designated registered local agent within thirty (30) business days of the change.

(d) *Responsible local agent.* The designated responsible local agent shall be responsible for all of the following:



- (1) Operating the registered rental unit in compliance with all applicable Village ordinances;
- (2) Providing access to the rental unit for the purpose of making any and all allowable inspections necessary to ensure compliance with the applicable Village ordinances;
- (3) Accepting all legal notices or services of process with respect to the rental unit.

#### **Sec. 6-105. Inspections.**

Inspections under this Ordinance shall be in accordance with the International Property Maintenance Code only, including all amendments, only. The building official shall have the right to develop an inspection checklist based on the International Property Maintenance Code only. Any inspection checklist shall be provided at the time of any inspection under this Ordinance.

The enforcing officer for the Village shall inspect the residential rental unit within 60 days of registration under Section 6-104 above.

Thereafter, the enforcing officer for the Village may only inspect residential rental units upon receiving a complaint, and in addition, may inspect the dwelling unit, the rental unit and other buildings and structures on the premises of a dwelling unit under any of the following circumstances:

- (1) Upon the request of an owner of a rental unit for a voluntary and advisory inspection;
- (2) Upon receipt of a complaint from an owner or occupant;
- (3) Upon receipt of a report or a referral from the police department, the fire department, local inspectors, other public agency or departments, or any individual indicating that the rental unit at issue is in violation of this article, which report or referral is based on the personal knowledge of the person making the report or referral;
- (4) If an exterior survey of the dwelling unit/rental unit gives the enforcing officer probable cause to believe that the premises are in violation of this article;
- (5) Upon the enforcing officer's receipt of information that a rental unit is not registered with the Village as required;
- (6) Upon receiving a report or making an observation that a dwelling unit is unoccupied and unsecured or that a dwelling is damaged by fire;
- (7) If there is a need to determine compliance with a notice or an order issued by the Village;
- (8) If a life safety issue or an emergency is observed or is reasonably believed to exist.

*Inspection procedures.*

(1) If, upon completion of an inspection, the rental unit(s) are found to be in violation of one or more provisions of applicable Village codes or ordinances, the building official and zoning department shall provide the registered local agent and/or owner with written notice of such violations. The building official and zoning department shall set a reinspection date before which such violation shall be corrected. If such violation has been corrected within that period, the inspection process shall be deemed completed. If such violations have not been corrected within that period, the building official and zoning department may take any action necessary to enforce compliance with applicable Village and state codes and ordinances.

(2) If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.

(3) Where a re-inspection must be made to ensure conformity with this article, the Village will charge a separate inspection fee for every inspection when the violation has not been abated or corrected as provided in this article.

(4) If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner and/or the responsible local agent, and an additional inspection fee shall be charged for the actual inspection.

(5) All correction notices and appeals to correction orders shall be governed by the property maintenance code of the Village of Oxford.

**Sec. 6-106. Fees.**

There is no fee or charge to register any rental unit. The initial inspection following registration shall include a fee of Twenty-Five (\$25.00) dollars.

A rental inspection fee shall be charged. The rental inspection fee shall be owing in accordance with the following:

(a) For one re-inspection following the initial inspection after registration or the initial notice of deficiency, no additional fee shall be owing.

(b) If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.

(c) If an inspection is initiated by a complaint and if a violation is found to exist, a fee of thirty-five (\$35.00) dollars shall be owing.

(d) For the second additional inspection following the initial inspection after registration and notice of deficiency, an additional fee of one hundred (\$100.00) dollars shall be owing; and

(e) For all inspections after the second additional inspection and notice of deficiency, an additional fee of two hundred (\$200.00) dollars per inspection shall be owing. All rental inspection fees shall be paid within thirty (30) days of billing.

**Sec. 6-107. Maintenance of records.**

All records, files and documents pertaining to the rental registration and inspection ordinance shall be maintained by the building official ~~and zoning department~~ and made available to the public as allowed or required by state law.



## **Sec. 6-108. Enforcement authority.**

(a) *Enforcing officer.* It shall be the duty and responsibility of the building official to enforce the provisions of this article as herein provided. The term "enforcing officer" shall mean the building official or his or her duly authorized representative. The enforcing officer has authority to issue and serve appearance tickets in regard to the enforcement of this ordinance and is hereby designated as an authorized local official to write civil infraction tickets.

(b) *Coordination of enforcement.* Inspection of premises and the issuing of orders in connection therewith under the provisions of this article shall be the exclusive responsibility of the enforcing officer. Wherever, in the opinion of the enforcing officer, it is necessary or desirable to have inspections of any condition by any other department, he or she shall arrange for this to be done in such manner that the owners or occupants of buildings shall not be subjected to visits by numerous inspectors or to multiple or conflicting orders, to the extent reasonably practicable under the circumstances. No order for correction of any violation under this article shall be issued without the approval of the enforcing officer.

(c) *Administrative liability.* Except as may otherwise be provided by state statute, local law or ordinance, an officer, agent or employee of the Village charged with the enforcement of this article shall not render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this article. A person who institutes or assists in a prosecution under this article shall not be liable for damages hereunder, as long as the person who institutes or assists in the prosecution has reasonable cause to believe that the party accused or prosecuted was responsible of any unlawful act or omission. Any suit brought against any officer, agent or employee of the jurisdiction, as a result of any act required or permitted in the discharge of his or her duties under this article, shall be defended by the legal representative of the Village until the final determination of the proceedings.

(d) *Inspections.* The enforcing officer may make or cause to be made inspections to determine the conditions of all structures and premises in order to safeguard the safety, health and welfare of the public under the provisions of this article.

(e) *Right of entry.* When an inspection shall be made as set forth in this Ordinance, the enforcing officer may request permission to enter the premises at any reasonable time for the purpose of performing his or her duties under this article. Permission to access the premises may be granted by the owner of the premises, his or her agent, or a tenant occupying the premises or any other occupant of the premises. If there is an emergency, then the enforcing officer shall have the right to enter at any time.

(f) *Warrants for nonemergency situations.* In a nonemergency situation where the owner, his or her agent, a tenant or other occupant of the premises demands a warrant for the inspection of the premises, the enforcing officer shall first obtain a warrant from a court of competent jurisdiction before any inspection is conducted. It shall be appropriate and sufficient to set forth the basis for inspection (e.g. complaint, compliance, etc.) established in this article and other applicable acts or in rules or regulations. The warrant

shall also state that it is issued pursuant to this subsection, and that it is for the purposes set forth in this article and other acts which require that inspections be conducted. If the court finds that the warrant is in proper form and in accord with this subsection, then it shall issue the warrant forthwith. In the event of an emergency, no warrant shall be required.

(g) *Access by owner.* Every tenant or other occupant of a property in the Village shall give the owner thereof, or his or her agent or employee, access to any part of the dwelling unit and rental unit at reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this article.

(h) *Rules and regulations.* The building official may adopt rules to govern the procedures under this division and interpretation thereof. Copies of such rules shall also be placed on file in the office of the Village clerk for inspection by the public.

#### **Sec. 6-109. Penalty.**

(a) Any person who shall violate a provision of this ordinance, or who fails to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provide by the State of Michigan and the Village of Oxford.

(b) Unless otherwise provided in this article, any person, firm, or corporation, or any owner of any building, structure, or premises, or part thereof, where any condition in violation of this article shall exist or shall be created, shall be responsible for a civil infraction. A violation includes any act which is prohibited or made or declared to be unlawful or an offense by this article, or any omission or failure to act where the act is required by this article. Upon a finding of responsibility, a defendant shall be responsible for a civil fine for each infraction as provided for in this section, infra, plus any costs, damages, expenses, and other sanctions, as authorized under Chapter 87 of Act No. 236 of the Public Acts of 1961, as amended, and other applicable laws.

(c) For a first offense, a civil fine of not less than one hundred dollars (\$100.00) plus costs shall be levied. The civil fine for any first repeat offense shall be not less than two hundred dollars (\$200.00) plus costs. A civil fine for any offense which is a second repeat offense or any subsequent repeat offense shall be not less than five hundred dollars (\$500.00) plus costs. A sanction shall be a civil fine as provided for above, plus costs, damages, expenses, and other sanctions, as authorized under Chapter 87 of Act No 236 of the Pubic Acts of 1961, as amended, and other applicable laws. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person or entity within any twelve month period and (ii) for which the person admits responsibility or is determined to be responsible.

(d) Each day on which any violation of this article continues shall constitute a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any remedies available at law, the Village may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of any section of this article which is declared to be a civil infraction.

(e) In the event that a person or entity who is found responsible fails to obey any correction order or order of mandamus which may be issued by a court, such person or entity may be required by a court of law to pay all reasonable costs and expenses which are incurred by the Village in making the corrective action or actions.

**Sec. 6-110. Other enforcement actions.**

The Village shall have the right to obtain an order of mandamus and/or an injunction so as to enforce the terms and conditions of this ordinance. All remedies which are provided by this article shall be cumulative.

**Sec. 6-111. Severability and captions.**

This article and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared to be severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the article shall not be affected thereby. The captions included at the beginning of each section are for convenience only and shall not be considered a part of this article.

**Sec 6-112. Repeal.**

All resolutions, ordinances, orders or parts thereof in conflict in whole or in part with any of the provisions of this article are, to the extent of such conflict, hereby repealed.

#### SECTION 4.1.29 • ADULT USE MARIJUANA FACILITIES

Adult use marijuana facilities shall conform and be subject to the following.

**A. Definitions.** As used in this ordinance, the following definitions shall apply to adult use marijuana facilities:

1. **Department:** The State of Michigan Department of Licensing and Regulatory Affairs.
2. **Marijuana:** All parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marijuana concentrate and marijuana-infused products. For purposes of this act, marijuana does not include:
  - a. the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
  - b. Industrial hemp; or
  - c. any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

For the purposes of this Village of Oxford ordinance, the spelling of the above defined term shall be 'marijuana' and should be deemed to be equivalent to and referencing the term that is spelled 'marihuana' by the Department and within the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, as amended.

3. **Marijuana Accessories:** Any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.
4. **Marijuana Designated Consumption Establishment:** A commercial space that is licensed by the Department and authorized to permit adults 21 years of age and older to consume marijuana products at the location indicated on the state license.
5. **Marijuana Facility:** Any type of marijuana-related business licensed by the Department as authorized by the Michigan Regulation and Taxation of Marijuana Act, Initiated Law 1 of 2018, as amended.
6. **Marijuana Grower:** A facility operated by a State Licensee holding less than 5 class C marijuana grower licenses where the cultivation of marijuana takes place. A facility receiving a grower license authorizes the facility to grow not more than the following number of marijuana plants under the indicated license class for each license the grower holds in that class:
  - a) Class A – 500 marijuana plants
  - b) Class B – 1,000 marijuana plants
  - c) Class C – 1,500 marijuana plants
7. **Excess Marijuana Grower:** A facility operated by a person holding 5 class C marijuana grower licenses and licensed to cultivate marijuana and sell or otherwise transfer marijuana to marijuana establishments where the cultivation of marijuana takes place.
8. **Marijuana Microbusiness:** A facility operated by a State Licensee where the cultivation of not more than 150 marijuana plants, the processing and packaging of marijuana, and the sale or otherwise transference of marijuana to individuals who are 21 years of age or older or to a marijuana safety compliance facility takes place.
9. **Marijuana Processor:** A facility operated by a State Licensee where the processing and packaging of marijuana takes place.
10. **Marijuana Retailer:** A facility operated by a State Licensee where the sale or otherwise transference of marijuana, marijuana-infused products or marijuana accessories to individuals who are 21 years of age or older takes place.
11. **Marijuana Safety Compliance Facility:** A facility operated by a State Licensee where the testing of marijuana for the certification of potency and the presence of contaminants takes place.
12. **Marijuana Secure Transporter:** A person licensed to obtain marijuana from marijuana establishments in order to transport marijuana to marijuana establishments.



13. **State Licensee:** Any individual, corporation, limited liability company, partnership of any type, trust or other legal entity that has been issued a license by the Department that allows for the operation of a marijuana facility.
14. **Temporary Marijuana Event:** Any event held by a marijuana event organizer licensee where the onsite sale or consumption of marijuana products, or both, are authorized at the location indicated on the state license during the dates indicated on the state license.

**B. Permitted and Prohibited Facilities.** As of the effective date of this ordinance, marijuana is, and remains, classified as a Schedule 1 controlled substance under the Federal Controlled Substances Act, 21 USC §801, et. seq. which makes it unlawful to manufacture, distribute or dispense marijuana. Nothing in this ordinance creates or grants immunity to any person or entity from criminal prosecution under any applicable federal law.

1. **Permitted Facilities.** Only the following listed marijuana facilities shall be allowed to be located within the Village of Oxford after receiving site plan and special land use approval as indicated in Section 4.1.29(F):

- a. Marijuana Grower
- b. Marijuana Microbusiness
- c. Marijuana Processor
- d. Marijuana Retailer
- e. Marijuana Safety Compliance Facility
- f. Marijuana Secure Transporter

No person or entity shall establish or operate any adult use marijuana facility in the Village of Oxford without first complying with this ordinance and any and all applicable state laws and regulations.

2. **Permitted Shared Facilities.** Any permitted marijuana facility may be allowed to operate in the same building housing another permitted marijuana facility provided it is constructed and operated in compliance with all State and Village of Oxford requirements for the shared use of permitted marijuana facilities. Permitted marijuana facilities may be allowed to occupy more than one building on the same lot provided the facility and buildings are operated in compliance with all State and Village of Oxford requirements.

3. **Prohibited Facilities.**

- a. **Mixed-Use Prohibited.** No other principal use, special land use or accessory use shall be permitted or continue to operate on the same lot, parcel or unit upon which a marijuana facility is located and operated upon.
- b. **Home Occupations and Accessory Use Prohibited.** A marijuana facility, or activities associated with the facility, shall not be permitted as a home occupation or accessory use.
- c. **Other Marijuana Facilities Prohibited.** Any marijuana facility or event not specifically listed as a permitted facility or event within Section 4.1.29(B)(1) shall be prohibited within the Village of Oxford.

**C. Location.** Marijuana facilities permitted to be located within the Village of Oxford shall adhere to the following location requirements:

1. **Child Care Facilities, Schools, and Similar Facilities Buffer.** All lots containing a marijuana facility must be located at least 500 feet from the nearest lot line of any child care center or licensed day care facility licensed by the State of Michigan Department of Licensing and Regulatory Affairs and 500 feet from the nearest preschool program center, primary, intermediate or secondary school, or like facility, established pursuant to and in accordance with the Revised School Code, P.A. 451 of 1976, being M.C.L.A. §§ 380.1 through 380.1853, as amended, and/or the State School Aid Act of 1979, P.A. 94 of 1979, being M.C.L.A. §§ 388.1601 through 388.1772, as amended.
2. **Public Parks Buffer.** All lots containing a marijuana retailer facility must be located at least 500 feet from a public park measured from the nearest lot line of the marijuana facility to the nearest lot line of the public park.
3. **Marijuana Facilities Buffer.** All lots containing a marijuana facility must be located at least 100 feet from any other lot containing a marijuana facility, measured from the nearest lot line of the marijuana facility to the nearest lot line of any other marijuana facility.

4. **Permitted Districts.**

- a. **I-1 Industrial District:** All uses listed in Section 4.1.29(B) shall be permitted as a special land use on parcels whose front lot line is the Glaspie Street, Industrial Drive or Drahner Road right-of-way line and are located in the I-1 Industrial zoning district subject to all applicable Village of Oxford zoning ordinance regulations.

D. **Use Requirements.**

1. **State and Local Licensing and Registration.** At the time of application for a special land use permit, the marijuana facility must provide proof to the Village of Oxford that the applicant has received pre-qualification to be licensed by the Marijuana Regulatory Agency of the State of Michigan, or its designated successor. Upon approval of a special land use permit, all owners, possessors, occupants, partnerships, corporations, and/or employees shall at all times be in compliance with the laws of the State of Michigan and ordinances of the Village of Oxford.
2. **Hours of Operation.** All marijuana facilities must provide the Village of Oxford administration and Chief of Police with the hours of operation of the facility, must provide revised hours if adjusted within 48 hours of a change and must provide such information if requested by the Village of Oxford. Marijuana retailers and the retail operations of a Marijuana Microbusiness shall only be open from 9:00 a.m. to 9:00 p.m. with no modification allowed.
3. **Odor Control.** All marijuana facilities must be equipped with an operable filtration, ventilation, and exhaust system that at all times effectively confines odors to the interior of the building from which the odor is generated.
4. **Waste Water.** All marijuana facilities shall be designed and operated so as to minimize the amount of pesticides, fertilizers, nutrients, marijuana, and any other potential contaminants discharged into the public wastewater and/or stormwater systems as shall be determined by the Village Engineer.
5. **Security Requirements.** All marijuana facilities must have an adequate security plan to prevent access to marijuana by non-authorized personnel, including unauthorized removal of any marijuana. All rooms that contain marijuana, in any form, must be individually locked and accessible only to authorized personnel. The building(s) housing the marijuana facility shall all be equipped with security cameras approved by the Chief of Police, maintained in operational order, and installed in such a way as to monitor the entire perimeter of the building(s) including all parking lots and areas accessible by individuals and capable of recording and storing both on and off site a minimum of 120 continuous hours of the perimeter monitoring. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. The Chief of Police may require review and recommendation of a proposed security plan by an independent consultant with credentialed expertise in the field of site/facility security measures. The cost of an independent review by an independent security consultant shall be paid by the applicant. All security plans shall be approved by the State and the Village of Oxford prior to the operation of any marijuana facility.
6. **Indoor Activity Only.** All marijuana facility activities, including but not limited to, operations, cultivation, processing, storage, and transactions, shall be conducted within an enclosed structure. All outdoor storage is prohibited.
7. **Inspections.** A marijuana facility shall be subject to inspection to ensure compliance with all applicable Village of Oxford codes and ordinances and State law.
8. **Prohibited Activities.** No smoking, inhalation, or consumption of marijuana shall take place on the premises of any marijuana facility.
9. **Revocation of Certificate of Occupancy and/or Suspension of Special Land Use.** The Village Manager may either revoke a certificate of occupancy and/or suspend a special land use permit based on a finding that the marijuana facility is in violation of one (1) of the provisions of the special land use standards in this section, any applicable provision of this Zoning Ordinance, and/or the terms or conditions of the special land use permit and approved site plan. The Village Manager may reinstate a revoked certificate of occupancy and/or suspended special land use permit provided the property owner comes into compliance with the violated provision within 90 days of revocation or suspension. If the business owner fails to come into compliance of a suspended special land use permit within 90 days, the Village Planning Commission shall hold a hearing to consider revocation of the special land use permit.

10. **Hearing on Revocation of Special Land Use.** The Village Planning Commission may revoke a special land use permit based on a finding that the marijuana facility is in violation of more than one (1) of the provisions of the special land use standards in this section, any applicable provision of this Zoning Ordinance, and/or the terms or conditions of the special land use permit and approved site plan. Revocation of the special land use permit shall require the holding of a public hearing and a motion of the Village Planning Commission. Upon revocation, the combination of business owner and site shall not be granted another approval within the Village of Oxford.
11. **Unlawful Activities.** Any uses or activities found by the State of Michigan or a court of competent jurisdiction to be unconstitutional or otherwise unlawful by State law shall not be permitted by the Village of Oxford.

**E. Application Submittal Requirements.**

The following items shall be required at the time of an application for marijuana facility special land use and site plan review. If any item is not included at the time of application, the entire submittal shall not be accepted for review by the Village of Oxford. Any subsequent revisions to an application previously reviewed by the Village of Oxford shall submit all of the following items at the time of application.

1. **Application Form.** A signed and dated application for Special Land Use and Site Plan Review by the property owner. If the applicant does not own the property, a signed and notarized statement granting permission to another individual to submit an application shall be included with the application.
2. **Preliminary State License Approval.** A letter from the Marijuana Regulatory Agency of the State of Michigan, or its' designated successor, granting preliminary state license approval for the applicant to operate a marijuana facility that the applicant is requesting for approval within the Village of Oxford.
3. **Site Plan.** A site plan including all information required in zoning ordinance Section 9.1.5.
4. **Use Statement.** A written statement by the applicant identifying all activities, operations, products and services to be provided by the marijuana facility, including retail sales of food and/or beverages, if any.
5. **Hours of Operation.** A written statement identifying the marijuana facilities' hours of operation.
6. **Odor Control Plan.** A detailed description of the odor control methods and equipment the marijuana facility will utilize to comply with Section 4.1.29(D).
7. **Waste Water Control Plan.** A detailed description of the waste water methods and equipment the marijuana facility will utilize to comply with Section 4.1.29(E).
8. **Security Plan.** A detailed description of the methods, equipment and floor plan which will be used to secure the marijuana facility to comply with Section 4.1.29(F).
9. **Liability Release and Insurance Documentation.** An executed release of liability, indemnification and hold harmless agreement in the form set forth in the Village of Oxford's application form and proof of insurance providing general liability coverage for loss, liability and damage claims arising out of injury to persons or property in an amount to be set by resolution of the Village Council.
10. **Notarized Acknowledgement of Operational Requirements.** The applicant shall submit a signed and notarized statement by all individuals receiving pre-approval to operate the marijuana facility that an approved marijuana facility is aware of the special land use requirements, including but not limited to, indoor activity, inspections, prohibited activities, revocation and suspension of special land use approval and unlawful activities and agrees to operate by the special land use and site plan requirements of the Village of Oxford upon receiving approval to operate a facility. If at any point in time the individuals licensed by the State to operate the marijuana facilities changes, the subsequent licensees shall be required to provide a revised notarized acknowledgement of operational requirements prior to conducting any activities on site.

**F. Review Procedure and Authorization.**

A marijuana facility shall be reviewed and may be granted approval under the requirements and procedures of Article 9, Chapter 1, Site Plan Review and Article 9, Chapter 2, Special Land Use Review of the zoning ordinance.



**G. Standards for Adult Use Marijuana Facility Approval**

To receive approval from the Village of Oxford, a marijuana facility shall submit and provide all information required in zoning ordinance Section 4.1.29, Adult-Use Marijuana Facilities and shall be determined to be in compliance with all Standards for Granting Special Use Approval in Section 9.2.5 of the zoning ordinance.

**H. Severability**

The provisions of this ordinance are hereby declared, for all legal purposes, to be severable. If any clause, sentence, word, section, or provision is hereafter declared to be void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of this ordinance which continue in full force and effect.

**I. Violations and Penalties**

Any person who disobeys, neglects, or refuses to comply with any provision of this ordinance or who causes, allows, or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se for a legal purpose.

A violation of this ordinance shall be a misdemeanor, for which the punishment for a first violation shall be a fine of not less than \$100.00 and not more than \$500.00, or imprisonment not to exceed ninety (90) days, or both, in the discretion of the court. The punishment for a second or subsequent violation shall be a fine of not less than \$250.00 and not more than \$500.00, or imprisonment not to exceed ninety (90) days, or both, in the discretion of the court. For purposes of this section "second or subsequent violation" means a violation of the provisions of this ordinance committed by the same person within twelve (12) calendar months of a previous violation of the same provision of this ordinance for which said person pled or was adjudicated guilty. The foregoing penalties shall be in addition to the rights of the Village to proceed at law or equity with other appropriate and proper remedies.

Each day during which any violation continues shall be deemed a separate offense.

The Village may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.

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# Stanisci Holding LLC

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1-3-20

Village of Oxford Planning Commission  
22 W Burdick St  
Oxford, MI 48371

Dear Commissioners:

I own land on S. Glaspie St and therefore have an interest in the Adult use Marijuana Facilities Ordinance. My business Stanisci Design is located at 700 S. Glaspie St and I own the two pieces of empty land 750 and 800 S Glaspie St. I have no issues with the Ordinance in general but question the value of section C item 3. Marijuana Facilities Buffer. I am not sure what problem this rule is meant to overcome? I could see having a buffer between Marijuana Retailers but even that is tenuous. I would suggest that this rule would prohibit 1 of the 3 vacant pieces of property on the street for being used for this purpose. I am not sure that is in the best public interest. My simple logic is that a purpose-built building for these uses will ensure a more environmentally sound and secure building design for dealing with the unique challenges of this new business. It also gives an additional site to draw business to Oxford on land that has always been vacant. I respectfully ask you to reconsider this particular item because I do not feel it serves the public good.

Sincerely,

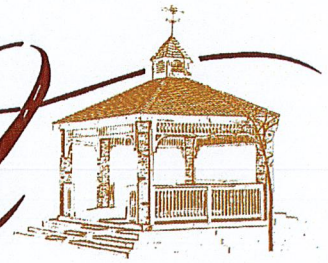


Bill Stanisci

THE VILLAGE

OF

*Oxford*  
MICHIGAN



Village of Oxford

Resolution 20-04

MDOT Contract No. 19-5489, Job No. 121505CON, 121505PE

At a regular Council meeting of the Village of Oxford Council on February 11, 2020 the following resolution was offered by the Village Council,

NOW THEREFORE, be it resolved that Contract No. 195489, Job Nos. 121505CON, 121505PE by and between the Michigan Department of Transportation (MDOT) and the Village of Oxford, Oakland County, MI. are hereby accepted. Herewith Village Manager, Joseph M. Madore is authorized to sign and enter into said contract with MDOT on behalf of the Village of Oxford.

The following motion was made by:  
And seconded by:

Ayes:

Nays: 0

Absent: 0

RESOLUTION 20-04 was DECLARED ADOPTED.

I certify that the forgoing constitutes a true and complete copy of Resolution 2020-04 adopted at a regular meeting of the Village of Oxford Council, Oakland County, Michigan held on February 11, 2020.

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Teresa L. Onica  
Village Clerk/Treasurer

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA  
Control Section NH 63112  
Job Number 121505CON; 121505PE  
Fed Project # 20A0293; 1363085  
Contract 19-5489

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF OXFORD, a Michigan municipal corporation, hereinafter referred to as the "VILLAGE"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-24, within the corporate limits of the VILLAGE.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning hot mix asphalt cold milling and resurfacing and reconstruction work along Highway M-24 from Goldengate Street to Harriet Street; and

WHEREAS, the VILLAGE has requested that the DEPARTMENT perform additional work for and on behalf of the VILLAGE in connection with the Highway M-24 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A: FEDERAL AND VILLAGE PARTICIPATION

Streetscape enhancement work along Highway M-24 from Minnetonka Drive northerly to the north VILLAGE limit, including concrete paver, ornamental fence, bench, bike rack, movable planter, chair and table set, decorative lighting installation work; together with necessary related work, located within the corporate limits of the VILLAGE; and

PART B: 100% VILLAGE PARTICIPATION

Irrigation system, decorative lighting, hanging basket and planting, and gateway sign installation work along Highway M-24 from Minnetonka Drive northerly to the north VILLAGE limit; together with necessary related work, located within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$1,040,000
PART B	<u>\$ 216,500</u>
TOTAL	\$1,256,500

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

#### TRANSPORTATION ALTERNATIVES PROGRAM

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

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

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The VILLAGE will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the VILLAGE'S facilities. The VILLAGE is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the VILLAGE'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

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

5. Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 67 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY. The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY. The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	VILLAGE'S SHARE
PART A			
Constr. & CE	\$ 920,000	\$616,400	\$303,600
PE	\$ 120,000	\$ 80,400	\$ 39,600
PART B			
Constr. & CE	\$ 191,500	\$ 0	\$191,500
PE	\$ 25,000	\$ 0	\$ 25,000
TOTAL	\$1,256,500	\$696,800	\$559,700

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the VILLAGE on a monthly basis for the VILLAGE'S share of the cost of work performed to date, less all payments previously made by the VILLAGE not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the VILLAGE.

The VILLAGE will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT PART B - \$43,300

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the VILLAGE hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the VILLAGE shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the VILLAGE of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the VILLAGE from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the VILLAGE with payment thereof, and to notify the VILLAGE in writing of such fact.

8. Upon completion of the PROJECT and the sidewalk constructed as part of the trunkline project, the VILLAGE shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the VILLAGE shall own the facilities and shall be operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.

It is understood that the lighting facilities constructed as part of the PROJECT may require special or unusual operation and/or maintenance. Maintenance work shall include, but not be limited to replacement of lights and poles, as needed. All expenses for electrical service and maintenance of the lighting shall be the responsibility of the VILLAGE.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the VILLAGE. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the VILLAGE of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

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

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.



11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the VILLAGE and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the VILLAGE, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

VILLAGE OF OXFORD

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

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

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

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

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

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

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

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

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

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

## Memorandum



To: Honorable President, Joe Frost  
Council Members

From: Joseph M. Madore, Village Manager

Date: February 10, 2020

Re: Polly Ann Trailway Management Council, Inc.

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**Background:** The PATMC has been working on updates to the Interlocal agreement and the bylaws governing the PATMC for over a year. The PATMC has completed those updates and has presented the updated documents to all PATMC member communities. In addition to the Interlocal agreement and bylaws the PATMC has put forth funding amounts for the years 2020-2022.

**Analysis:** The Village is required to spend a small portion spread over a 10 year average of our Road funding on non-motorized uses. The annual contribution to the PATMC is not enough to meet that requirement, but it helps. Things like the new bike racks in the Downtown, bike lane pavement markings, signage for bikes etc. all count toward that amount.

### **Recommendation:**

Move to approve the amended Interlocal agreement and bylaws, including the funding formulas for 2020-2022, for the PATMC as presented.

Joseph M. Madore  
Village Manager



Date: February 12, 2020

To: Board of Trustees

From: Curtis W. Wright, Clerk

Re: Polly Ann Trail Interlocal Agreement approval request

Dear Board Members:

The Polly Ann Trailway Management Council ("Council") has reviewed and amended the Interlocal Agreement that includes Addison, Orion, and Oxford Township and Leonard and Oxford Villages.

The Council is requesting unanimous approval from the five (5) municipalities.

Attached is the amended copy recommended for approval and a red-lined copy showing the changes to the Interlocal Agreement for comparison purposes.

The following motion is offered for consideration:

**I move to approve the Interlocal Agreement between the Townships of Orion, Oxford, and Addison, and the Villages of Oxford and Leonard, and the Polly Ann Trailway Management Council, Inc. as presented and authorize Supervisor William Dunn and Clerk Curtis W. Wright to sign the Interlocal Agreement on behalf of the Charter Township of Oxford.**

**Amended  
Interlocal  
Agreement  
to be  
Approved**

**INTERLOCAL AGREEMENT  
TOWNSHIPS OF ORION, OXFORD, ADDISON,  
VILLAGES OF OXFORD AND LEONARD  
AGREEMENT WITH THE POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC.**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, as amended ("Act 7"). MCL 124.501 et. seq. And Part 721 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Act 451"), MCL 324.72101 et. seq., by and between the Townships of Orion, Oxford, and Addison; the Villages of Oxford and Leonard (the "Parties"), for the purpose of establishing and providing for the powers and duties of the POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC. (the "COUNCIL"). Each of the Parties is a "governmental agency", as that term is defined in Act 451, and a "public Agency", as that term is defined in Act 7, with the power to carry out the programs described in this Agreement. The Parties have each determined that the Parties will be able to provide the trailway programs described in this Agreement on a more cost effective basis if the Parties carry out such programs jointly.

**SECTION 1: ESTABLISHMENT AND PURPOSE**

There is hereby established a separate legal entity to be known as the Polly Ann Trailway Management Council (the "Council") for the purpose of administering this Agreement. The Council shall be a public body corporate having the powers functions and duties provided in this agreement, for the purpose of operating and maintaining that portion of 1 or more Michigan trailways located on state owned land pursuant to an agreement entered into under section 72105 of Act 451 of 1994, (MCL 324.72105) between the Michigan Department of Natural Resources (the "DNR") and the Council.

**SECTION 2: MEMBERSHIP**

MEMBER UNITS to the COUNCIL shall be those Parties who are signatories to this Agreement. The COUNCIL shall be considered an established public corporation when two local governments of the Parties named above have entered into this Agreement. Subsequent to the effective date of the COUNCIL, other local governments, whether or not named above, may become MEMBER UNITS by entering into this agreement. The COUNCIL may require, as a condition of membership, a fair share contribution agreement between the COUNCIL and any proposed MEMBER UNIT, if the COUNCIL determines that such agreement is necessary to provide fair allocation of costs among present and proposed MEMBER UNITS. All local governments who are signatories to this agreement shall have full MEMBER UNIT status in accordance with this agreement. This agreement and any agreement entered into or obligation incurred by any MEMBER UNIT in accordance with this agreement, shall be binding upon that MEMBER UNIT'S successor in interest, if any.

### SECTION 3: GOVERNANCE

#### A. COUNCIL

1. The COUNCIL shall be composed of two (2) persons from each of the MEMBER UNIT townships (Addison Township, Charter Township of Orion, and Charter Township of Oxford), and one (1) one person from each of the MEMBER UNIT villages (Village of Leonard, and Village of Oxford) of which shall be a member of the MEMBER UNIT's governing body, or the Village Manager in the case of the Village of Leonard or Village of Oxford ; and one (1) non-voting citizen at large who shall be a resident of a MEMBER UNIT. The governing body of each MEMBER UNIT shall, by resolution, appoint its representative(s). The non-voting citizen at large shall be appointed by the duly appointed MEMBER UNIT council representatives.
2. At least once every two years, each MEMBER UNIT shall certify to the COUNCIL the persons appointed pursuant to Section 3, A, 1.
3. Councilpersons shall serve at the pleasure of their MEMBER UNIT and may be removed by resolution of their MEMBER UNIT governing board at any time with or without cause. Councilpersons who are members of a MEMBER UNIT governing board shall not serve beyond their term on the governing board, unless the other Councilperson from that MEMBER UNIT is then a member of that MEMBER UNIT'S governing board. The non-voting citizen at large shall serve a two (2) year term, commencing from the date of appointment.
4. Any vacancy on the COUNCIL arising for any reason shall be filled by appointment of the MEMBER UNIT governing board that made the original appointment, within forty-five (45) days of the vacancy, for the remainder of the unexpired term. A MEMBER UNIT shall certify to the COUNCIL persons appointed pursuant to this paragraph. A vacancy for any reason in the non-voting citizen at large position shall be filled by the COUNCIL within forty-five (45) days of the vacancy.
5. Each MEMBER UNIT governing board may also appoint alternate councilpersons who shall serve with full privileges and duties in the absence of the regular councilpersons.
6. The COUNCIL shall adopt Bylaws pursuant to the purpose and activities of this agreement and consistent with this Inter Local Agreement.

**B. OFFICERS**

1. The COUNCIL shall elect from its membership a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as it may deem appropriate, who shall serve terms of one (1) year commencing January 1st, except for the officers first elected who shall serve that fraction of the calendar year between COUNCIL selection and December 31st.
2. Officers shall serve at the pleasure of the COUNCIL and may be removed by resolution at any time.
3. Vacancies in any office shall be filled by COUNCIL election within thirty (30) days of the vacancy, for the remainder of the unexpired term.
4. The Chairperson shall preside at all meetings of the COUNCIL and shall have all privileges and duties of a councilperson. The Vice Chairperson shall preside at all meetings of the COUNCIL at which the Chairperson is absent. The Secretary shall keep or cause to be made all non-financial reports, records and minutes required by this agreement of applicable law and shall be charged with assuring compliance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act. The Treasurer shall have custody of all COUNCIL funds which shall be deposited, invested, and/or disbursed by the Treasurer as directed by the COUNCIL. The Treasurer shall be charged with assuring complete financial records and reports as required by this agreement or applicable law or contract provisions.

**SECTION 4: MEETINGS**

**A. SCHEDULE/CALL OF MEETINGS**

1. The COUNCIL shall meet at least quarterly and shall annually establish a regular meeting schedule which shall be posted at the offices of the MEMBER UNIT governing boards in similar form and within similar times as required by law for governmental meeting schedules.
2. Special meetings of the COUNCIL may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.

**B. NOTICE**

Each councilperson shall receive five (5) days written notice of all regular meetings. All notices of all meetings shall also be posted as required by the Michigan Open Meetings Act.

### C. VOTING

A majority vote of the COUNCIL shall be necessary to take any official action at a regular or special meeting, provided that only those items on the agenda may be acted upon, and provided that only bills which represent budgeted expenses may be approved. A majority of the COUNCIL, appointed and serving, shall constitute a quorum in such cases.

Bills which represent expenses not previously included in the budget may only be approved by a quorum including at least one member of each governmental unit.

### D. MINUTES

Complete written minutes of all COUNCIL meetings shall be kept in compliance with applicable provisions of the Michigan Open Meetings Act. Copies of minutes shall be prepared within the time period established by the Open Meetings Act and sent to all councilpersons and the chairpersons of MEMBER UNIT governing boards as soon as reasonably possible following their preparation.

### E. RULES

Roberts Rules of Order, as last revised, when not in conflict with this agreement or written standing rules the COUNCIL may adopt, shall serve as the parliamentary authority for all COUNCIL meetings.

## SECTION 5: POWERS

### A. GENERAL POWERS

The COUNCIL shall have the following powers, authority and obligations:

1. Purchase, lease, receive, acquire, hold title in, trade, sell, lease or rent to others, dispose of, divide, distribute, own or exercise right of dominion over, all or part of any land, and any improvements thereon, within the railroad right of way described in Appendix A which is hereby incorporated and made part of this agreement. The COUNCIL may exercise the aforesaid powers over other land only upon consent of the governing board of the MEMBER UNIT in whose jurisdiction such land lies. The disposition of land acquired with aid from state or federal funds shall have the approval of the state or federal agency involved, if required by the agency. All property, real or personal, of the COUNCIL shall be used solely for the purposes stated in this agreement.

2. Improve, build, maintain and operate public trails, access sites and appropriate structures on COUNCIL land.



3. Contract or cooperate with other governmental units, public agencies, or private parties, as-appropriate, to carry out COUNCIL functions or fulfill COUNCIL obligations.
4. Contract a director and such other personnel as it may determine necessary who shall serve at the pleasure of the COUNCIL subject to applicable law.
5. Accept funds, voluntary work, or other assistance to carry out COUNCIL functions or obligations, from any source, public or private, including, but not limited to, to local governmental funding of specific projects, state or federal grants, and private donations. A complete record of all funds received from any source shall be maintained and made part of the annual financial report.
6. Establish policies or rules governing use of COUNCIL land or facilities not inconsistent with state or local law.
7. Recommend local ordinance provisions to MEMBER UNITS, as necessary to provide for the safety of the public utilizing DNR and/or COUNCIL land or facilities.
8. Make claims for federal or state aid payable to the individual or several MEMBER UNITS or the COUNCIL as may be available and appropriate to carry out COUNCIL functions.

#### B. LIABILITY COVERAGE

The COUNCIL shall purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the land, public trails, access sites or other facilities of the COUNCIL. The COUNCIL purchasing such insurance shall name the Michigan Department of Natural Resources (DNR) and the MEMBER UNITS as additionally named insureds.

#### C. REPORTS

The COUNCIL shall, at least annually, make a full and complete report of all of its activities to the governing boards of all MEMBER UNITS.

#### D. LIMITATIONS

The COUNCIL shall have no power or authority to:

1. Levy any tax in its own name or, except as provided in MCL 124.507(4), issue any bonds in its own name.
2. Indebt any MEMBER UNIT in any way except as provided in this agreement.

3. Condemn any land for any purpose.

## **SECTION 6: FINANCES**

### **A. FISCAL YEAR**

The fiscal year of the COUNCIL shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

### **B. OPERATIONAL AND PROJECT BUDGET**

The COUNCIL shall each year develop an operational budget which shall be limited to meeting, postage, document or accounting costs, and similar basic costs. This budget shall include personnel, engineering, legal, land purchase or lease, or any development or maintenance costs incurred or to be incurred by the COUNCIL.

### **C. COUNCILPERSON REIMBURSEMENT**

Each councilperson shall serve with no compensation from the COUNCIL for COUNCIL meetings actually attended.

### **D. FINANCIAL AUDITS/REPORTS**

The Treasurer shall make or cause to be made a full and complete financial report to MEMBER UNITS of all the COUNCIL'S financial transactions and affairs at the end of each financial year. Said report may include a complete audit by a certified public accountant. State and federal audit requirements shall be fully met as applicable. MEMBER UNITS shall have the right, at their expense, to conduct such additional audits as they deem necessary or appropriate.

## **SECTION 7: TERMINATION/DISSOLUTION**

### **A. MEMBER UNIT TERMINATION**

A MEMBER UNIT may terminate its membership only: 1) upon ninety (90) days written notice to the COUNCIL and termination shall be effective only upon the elapse of the ninety (90) days written notice to the COUNCIL and termination shall be effective only upon the elapse of the sixty (60) days. If a MEMBER UNIT terminates its membership, all COUNCIL MEMBER UNITS terminating its membership shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination. A MEMBER UNIT terminating its membership under subsection 2 shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination, but shall not be liable for financial obligations established by the COUNCIL'S new fiscal year budget request triggering the MEMBER UNIT'S termination.

## **B. COUNCIL DISSOLUTION**

If all or all but one of the MEMBER UNITS terminates their membership, the COUNCIL shall be considered dissolved.

1. Upon dissolution, the trailways property and any improvements thereon located within the boundaries of each former MEMBER UNIT shall revert to ownership by that unit of the Government, upon such terms and conditions as are to be agreed upon by the Member Units. Each Unit of Government shall be responsible to uphold the following provisions:
  - A) The trailways property and the improvements thereon shall remain open for public recreational use in perpetuity;
  - B) No prohibitions, impediments or blockages shall be made to the free passage of the trailways of legitimate trail users;
  - C) The use of the trailways and improvements thereon shall remain subject to all applicable deed restrictions and all applicable state provisions imposed by law or contract.
2. After dissolution, if any former MEMBER UNIT fails to uphold any of the provisions named in Section 7 (B) (1) above, any of the other former MEMBER UNITS shall have cause to enforce compliance with said provision(s), provided however that failure to seek enforcement of any provision shall not constitute a waiver.

## **SECTION 8: AMENDMENTS**

This agreement may be amended in whole or in any part by the written agreement of the governing boards of all MEMBER UNITS.

## **SECTION 9: STATE APPROVAL**

As soon as reasonably practicable after the effective date of this agreement, this agreement shall be officially submitted to the Office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

## **SECTION 10: APPLICABLE LAWS**

The COUNCIL shall in all activities fully comply with applicable local, state and federal laws and regulations and with applicable grant conditions or contract provisions.

### SECTION 11: EFFECTIVE DATE

This agreement shall be in full force and effect and the COUNCIL shall be considered in effect as an operating public corporation as provided in Section 2 above, which date shall be noted as the second date in time indicated below.

IN WITNESS WHEREOF, the authorized representatives of the MEMBER UNITS have signed the agreement on the dates indicated below.

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Addison Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Addison Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Orion Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Orion Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Oxford Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Oxford Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
President, Oxford Village

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Oxford Village

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
President, Leonard Village

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Leonard Village

**Red-lined**  
**Interlocal**  
**Agreement**  
**Showing**  
**Proposed**  
**Changes**

**INTERLOCAL AGREEMENT  
TOWNSHIPS OF ORION, OXFORD, ADDISON,  
VILLAGES OF OXFORD AND LEONARD  
AGREEMENT TO ESTABLISH POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC.**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, as amended ("Act 7"). MCL 124.501 et. seq. And Part 721 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Act 451"), MCL 324.72101 et. seq., by and between the Townships of Orion, Oxford, and Addison; the Villages of Oxford and Leonard (the "Parties"), for the purpose of establishing and providing for the powers and duties of the POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC. (the "COUNCIL"). Each of the Parties is a "governmental agency", as that term is defined in Act 451, and a "public Agency", as that term is defined in Act 7, with the power to carry out the programs described in this Agreement. The Parties have each determined that the Parties will be able to provide the trailway programs described in this Agreement on a more cost effective basis if the Parties carry out such programs jointly.

**SECTION 1: ESTABLISHMENT AND PURPOSE**

There is hereby established a separate legal entity to be known as the Polly Ann Trailway Management Council (the "Council") for the purpose of administering this Agreement. The Council shall be a public body corporate having the powers functions and duties provided in this agreement, for the purpose of operating and maintaining that portion of 1 or more Michigan trailways located on state owned land pursuant to an agreement entered into under section 72105 of Act 451 of 1994, (MCL 324.72105) between the Michigan Department of Natural Resources (the "DNR") and the Council.

**SECTION 2: MEMBERSHIP**

MEMBER UNITS to the COUNCIL shall be those Parties who are signatories to this Agreement. The COUNCIL shall be considered an established public corporation when two local governments of the Parties named above have entered into this Agreement. Subsequent to the effective date of the COUNCIL, other local governments, whether or not named above, may become MEMBER UNITS by entering into this agreement. The COUNCIL may require, as a condition of membership, a fair share contribution agreement between the COUNCIL and any proposed MEMBER UNIT, if the COUNCIL determines that such agreement is necessary to provide fair allocation of costs among present and proposed MEMBER UNITS. All local governments who are signatories to this agreement shall have full MEMBER UNIT status in accordance with this agreement. This agreement and any agreement entered into or obligation incurred by any MEMBER UNIT in accordance with this agreement, shall be binding upon that MEMBER UNIT'S successor in interest, if any.



### SECTION 3: GOVERNANCE

#### A. COUNCIL

1. The COUNCIL shall be composed of two (2) persons from each MEMBER UNIT, one of which shall be a member of the MEMBER UNIT's governing body or the Village Manager in the case of the Village of Leonard or Village of Oxford ; and one (1) non-voting citizen at large who shall be a resident of a MEMBER UNIT. The governing body of each MEMBER UNIT shall, by resolution, appoint its representative(s). The non-voting citizen at large shall be appointed by the duly appointed MEMBER UNIT council representatives.
2. At least once every two years, each MEMBER UNIT shall certify to the COUNCIL the persons appointed pursuant to Section 3, A, 1.
3. Councilpersons shall serve at the pleasure of their MEMBER UNIT and may be removed by resolution of their MEMBER UNIT governing board at any time with or without cause. Councilpersons who are members of a MEMBER UNIT governing board shall not serve beyond their term on the governing board, unless the other Councilperson from that MEMBER UNIT is then a member of that MEMBER UNIT'S governing board. The non-voting citizen at large shall serve a two year term, commencing from the date of appointment.
4. Any vacancy on the COUNCIL arising for any reason shall be filled by appointment of the MEMBER UNIT governing board that made the original appointment, within forty-five (45) days of the vacancy, for the remainder of the unexpired term. A MEMBER UNIT shall certify to the COUNCIL persons appointed pursuant to this paragraph. A vacancy for any reason in the non-voting citizen at large position shall be filled by the COUNCIL within forty-five (45) days of the vacancy.
5. Each MEMBER UNIT governing board may also appoint alternate councilpersons who shall serve with full privileges and duties in the absence of the regular councilpersons.
6. The COUNCIL shall adopt Bylaws pursuant to the purpose and activities of this agreement and consistent with this Inter Local Agreement.

#### B. OFFICERS

1. The COUNCIL shall elect from its membership a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as it may deem appropriate, who

shall serve terms of one (1) year commencing January 1st, except for the officers first elected who shall serve that fraction of the calendar year between COUNCIL selection and December 31st.

2. Officers shall serve at the pleasure of the COUNCIL and may be removed by resolution at any time.
3. Vacancies in any office shall be filled by COUNCIL election within thirty (30) days of the vacancy, for the remainder of the unexpired term.
4. The Chairperson shall preside at all meetings of the COUNCIL and shall have all privileges and duties of a councilperson. The Vice Chairperson shall preside at all meetings of the COUNCIL at which the Chairperson is absent. The Secretary shall keep or cause to be made all non-financial reports, records and minutes required by this agreement of applicable law and shall be charged with assuring compliance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act. The Treasurer shall have custody of all COUNCIL funds which shall be deposited, invested, and/or disbursed by the Treasurer as directed by the COUNCIL. The Treasurer shall be charged with assuring complete financial records and reports as required by this agreement or applicable law or contract provisions.

#### **SECTION 4: MEETINGS**

##### **A. SCHEDULE/CALL OF MEETINGS**

1. The COUNCIL shall meet at least quarterly and shall annually establish a regular meeting schedule which shall posted at the offices of the MEMBER UNIT governing boards in similar form and within similar times as required by law for governmental meeting schedules.
2. Special meetings of the COUNCIL may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.

##### **B. NOTICE**

Each councilperson shall receive five (5) days written notice of all regular meeting. All notices of all meetings shall also be posted as required by the Michigan Open Meetings Act.

##### **C. VOTING**

A majority vote of the COUNCIL shall be necessary to take any official action at a regular or special meeting, provided that only those items on the agenda may be acted upon, and

provided that only bills which represent budgeted expenses may be approved. A majority of the COUNCIL, appointed and serving, shall constitute a quorum in such cases.

Bills which represent expenses not previously included in the budget may only be approved by a quorum including at least one member of each governmental unit.

D. MINUTES

Complete written minutes of all COUNCIL meetings shall be kept in compliance with applicable provisions of the Michigan Open Meetings Act. Copies of minutes shall be prepared within the time period established by the Open Meetings Act and sent to all councilpersons and the chairpersons of MEMBER UNIT governing boards as soon as reasonably possible following their preparation.

E. RULES

Roberts Rules of Order, as last revised, when not in conflict with this agreement or written standing rules the COUNCIL may adopt, shall serve as the parliamentary authority for all COUNCIL meetings.

**SECTION 5: POWERS**

A. GENERAL POWERS

The COUNCIL shall have the following powers, authority and obligations:

1. Purchase, lease, receive, acquire, hold title in, trade, sell, lease or rent to others, dispose of, divide, distribute, own or exercise right of dominion over, all or part of any land, and any improvements thereon, within the railroad right of way described in Appendix A which is hereby incorporated and made part of this agreement. The COUNCIL may exercise the aforesaid powers over other land only upon consent of the governing board of the MEMBER UNIT in whose jurisdiction such land lies. The disposition of land acquired with aid from state or federal funds shall have the approval of the state or federal agency involved, if required by the agency. All property, real or personal, of the COUNCIL shall be used solely for the purposes stated in this agreement.
2. Improve, build, maintain and operate public trails, access sites and appropriate structures on COUNCIL land.
3. Contract or cooperate with other governmental units, public agencies, or private parties, as-appropriate, to carry out COUNCIL functions or fulfill COUNCIL obligations.



4. Contract a director and such other personnel as it may determine necessary who shall serve at the pleasure of the COUNCIL subject to applicable law.
5. Accept funds, voluntary work, or other assistance to carry out COUNCIL functions or obligations, from any source, public or private, including, but not limited to, to local governmental funding of specific projects, state or federal grants, and private donations. A complete record of all funds received from any source shall be maintained and made part of the annual financial report.
6. Establish policies or rules governing use of COUNCIL land or facilities not inconsistent with state or local law.
7. Recommend local ordinance provisions to MEMBER UNITS, as necessary to provide for the safety of the public utilizing DNR and/or COUNCIL land or facilities.
8. Make claims for federal or state aid payable to the individual or several MEMBER UNITS or the COUNCIL as may be available and appropriate to carry out COUNCIL functions.

B. LIABILITY COVERAGE

The COUNCIL shall purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the land, public trails, access sites or other facilities of the COUNCIL. The COUNCIL purchasing such insurance shall name the Michigan Department of Natural Resources (DNR) and the MEMBER UNITS as additionally named insureds.

C. REPORTS

The COUNCIL shall, at least annually, make a full and complete report of all of its activities to the governing boards of all MEMBER UNITS.

D. LIMITATIONS

The COUNCIL shall have no power or authority to:

1. Levy any tax in its own name or, except as provided in MCL 124.507(4), Issue any bonds in its own name.
2. Indebt any MEMBER UNIT in any way except as provided in this agreement.
3. Condemn any land for any purpose.



## SECTION 6: FINANCES

### A. FISCAL YEAR

The fiscal year of the COUNCIL shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

### B. OPERATIONAL AND PROJECT BUDGET

The COUNCIL shall each year develop an operational budget which shall be limited to meeting, postage, document or accounting costs, and similar basic costs. This budget shall include personnel, engineering, legal, land purchase or lease, or any development or maintenance costs incurred or to be incurred by the COUNCIL. ~~For the purpose of initial budget, the budget shall be as set forth in Appendix B.~~

### C. COUNCILPERSON REIMBURSEMENT

Each councilperson shall serve with no compensation from the COUNCIL for COUNCIL meetings actually attended.

### D. FINANCIAL AUDITS/REPORTS

The Treasurer shall make or cause to be made a full and complete financial report to MEMBER UNITS of all the COUNCIL'S financial transactions and affairs at the end of each financial year. Said report may include a complete audit by a certified public accountant. State and federal audit requirements shall be fully met as applicable. MEMBER UNITS shall have the right, at their expense, to conduct such additional audits as they deem necessary or appropriate.

## SECTION 7: TERMINATION/DISSOLUTION

### A. MEMBER UNIT TERMINATION

A MEMBER UNIT may terminate its membership only: 1) upon ninety (90) days written notice to the COUNCIL and termination shall be effective only upon the elapse of the ninety (90) days written notice to the COUNCIL and termination shall be effective only upon the elapse of the sixty (60) days. If a MEMBER UNIT terminates its membership, all COUNCIL MEMBER UNIT terminating its membership shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination. A MEMBER UNIT terminating its membership under subsection 2 shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination, but shall not be liable for financial obligations established by the COUNCIL'S new fiscal year budget request triggering the MEMBER UNIT'S termination.



## RED LINED VERSION

### SECTION 7: TERMINATION/DISSOLUTION

#### A. MEMBER UNIT TERMINATION

A MEMBER UNIT may terminate its membership ~~by either only:~~ 1) upon ninety (90) days written notice to COUNCIL and termination shall be effective only upon the elapse of the ninety (90) days: ~~or 2) upon the COUNCIL'S submission of a budget for a new fiscal year, a MEMBER UNIT, upon sixty (60) days.~~ If a MEMBER UNIT terminates its membership, all COUNCIL land and improvements thereon within that jurisdiction shall remain property of the COUNCIL. A MEMBER UNIT terminating its membership ~~under subsection 1~~ shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination, but shall not be liable for financial obligations established by the COUNCIL'S new fiscal year budget request triggering the MEMBER UNIT'S termination.

#### B. COUNCIL DISSOLUTION

If all but one of the MEMBER UNITS terminates ~~its~~ their membership, the COUNCIL shall be considered dissolved.

1. Upon dissolution, the trailways property and any improvements thereon located within the boundaries of each former MEMBER UNIT shall revert to ownership by that unit of the ~~DNR Government,~~ upon such terms and conditions as are to be agreed upon by the ~~COUNCIL and DNR Member Units.~~ The DNR Each Unit of Government shall be ~~requested~~ responsible to uphold the following provisions:
  - a) The trailways property and the improvements thereon shall remain open for public recreational use in perpetuity;
  - b) No prohibitions, impediments or blockages shall be made to the free passage ~~on~~ of the trailways of legitimate trail users;
  - c) The use of the trailways and improvements thereon shall remain subject to all applicable deed restrictions and all applicable state provisions imposed by law or contract.
2. After dissolution, if any former MEMBER UNIT fails to uphold any of the provisions named in Section 7 (B) (1) above, any of the other former MEMBER UNITS shall have cause to enforce compliance with said provision(s), provided however that failure to seek enforcement of any provision shall not constitute a waiver.



## B. COUNCIL DISSOLUTION

If all or all but one of the MEMBER UNITS terminates their membership, the COUNCIL shall be considered dissolved.

1. Upon dissolution, the trailways property and any improvements thereon located within the boundaries of each former MEMBER UNIT shall revert to ownership by that unit of the Government, upon such terms and conditions as are to be agreed upon by the Member Units. Each Unit of Government shall be responsible to uphold the following provisions:
  - A) The trailways property and the improvements thereon shall remain open for public recreational use in perpetuity;
  - B) No prohibitions, impediments or blockages shall be made to the free passage of the trailways of legitimate trail users;
  - C) The use of the trailways and improvements thereon shall remain subject to all applicable deed restrictions and all applicable state provisions imposed by law or contract.
2. After dissolution, if any former MEMBER UNIT fails to uphold any of the provisions named in Section 7 (B) (1) above, any of the other former MEMBER UNITS shall have cause to enforce compliance with said provision(s), provided however that failure to seek enforcement of any provision shall not constitute a waiver.

## SECTION 8: AMENDMENTS

This agreement may be amended in whole or in any part by the written agreement of the governing boards of all MEMBER UNITS.

## SECTION 9: STATE APPROVAL

As soon as reasonably practicable after the effective date of this agreement, this agreement shall be officially submitted to the Office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

## SECTION 10: APPLICABLE LAWS

The COUNCIL shall in all activities fully comply with applicable local, state and federal laws and regulations and with applicable grant conditions or contract provisions.

### SECTION 11: EFFECTIVE DATE

This agreement shall be in full force and effect and the COUNCIL shall be considered in effect as an operating public corporation as provided in Section 2 above, which date shall be noted as the second date in time indicated below.

IN WITNESS WHEREOF, the authorized representatives of the MEMBER UNITS have signed the agreement on the dates indicated below.

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Addison Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Addison Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Orion Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Orion Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Supervisor, Oxford Township

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Oxford Township

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
President, Oxford Village

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Oxford Village

EFFECTIVE

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
President, Leonard Village

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk, Leonard Village

# **Current Interlocal Agreement**

**INTERLOCAL AGREEMENT  
TOWNSHIPS OF ORION, OXFORD, ADDISON,  
VILLAGES OF OXFORD AND LEONARD  
AGREEMENT TO ESTABLISH POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC.**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, as amended ("Act 7"), MCL 124.501 et. seq. and Part 721 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Act 451"), MCL 324.72101 et. seq., by and between the Townships of Orion, Oxford, and Addison; the Villages of Oxford and Leonard (the "Parties"), for the purpose of establishing and providing for the powers and duties of the POLLY ANN TRAILWAY MANAGEMENT COUNCIL, INC. (the "COUNCIL"). Each of the Parties is a "governmental agency," as that term is defined in Act 451, and a "public agency", as that term is defined in Act 7, with the power to carry out the programs described in this Agreement. The Parties have each determined that the Parties will be able to provide the trailway programs described in this Agreement on a more cost effective basis if the Parties carry out such programs jointly.

**SECTION 1: ESTABLISHMENT AND PURPOSE**

There is hereby established a separate legal entity to be known as the Polly Ann Trailway Management Council" (the "Council") for the purpose of administering this Agreement. The Council shall be a public body corporate having the powers functions and duties provided in this agreement, for the purpose of operating and maintaining that portion of 1 or more Michigan trailways located on state owned land pursuant to an agreement entered into under section 72105 of Act 451 of 1994, (MCL 324.72105) between the Michigan Department of Natural Resources (the "DNR") and the Council.

**SECTION 2: MEMBERSHIP**

MEMBER UNITS to the COUNCIL shall be those Parties who are signatories to this Agreement. The COUNCIL shall be considered an established public corporation when two local governments of the Parties named above have entered into this Agreement. Subsequent to the effective date of the COUNCIL, other local governments, whether or not named above, may become MEMBER UNITS by entering into this agreement. The COUNCIL may require, as a condition of membership, a fair share contribution agreement between the COUNCIL and any proposed MEMBER UNIT, if the COUNCIL determines that such agreement is necessary to provide fair allocation of costs among present and proposed MEMBER UNITS. All local governments who are signatories to this agreement shall have full MEMBER UNIT status in accordance with this agreement. This agreement and any agreement entered into or obligation incurred by any MEMBER UNIT in accordance with this agreement, shall be binding upon that MEMBER UNIT'S successor in interest, if any.

**SECTION 3: GOVERNANCE**

**A. COUNCIL**

1. The COUNCIL shall be composed of two (2) persons from each MEMBER UNIT, one of which shall be a member of the MEMBER UNIT'S governing body; and one (1) non-voting citizen at large who shall be a resident of a MEMBER UNIT. The governing body of each MEMBER UNIT shall, by resolution, appoint its representative(s). The non-voting citizen at large shall be appointed by the duly appointed MEMBER UNIT council representatives.
2. At least once every two years, each MEMBER UNIT shall certify to the COUNCIL the persons appointed pursuant to Section 3, A, 1.
3. Councilpersons shall serve at the pleasure of their MEMBER UNIT and may be removed by resolution of their MEMBER UNIT governing board at any time with or without cause. Councilpersons who are members of a MEMBER UNIT governing board shall not serve beyond their term on the governing board, unless the other Councilperson from that MEMBER UNIT is then a member of that MEMBER UNIT'S governing board. The non-voting citizen at large shall serve a two year term, commencing from the date of appointment.
4. Any vacancy on the COUNCIL arising for any reason shall be filled by appointment of the MEMBER UNIT governing board that made the original appointment, within forty-five (45) days of the vacancy, for the remainder of the unexpired term. A MEMBER UNIT shall certify to the COUNCIL persons appointed pursuant to this paragraph. A vacancy for any reason in the non-voting citizen at large position shall be filled by the COUNCIL within forty-five (45) days of the vacancy.
5. Each MEMBER UNIT governing board may also appoint alternate councilpersons who shall serve with full privileges and duties in the absence of the regular councilpersons.

**B. OFFICERS**

1. The COUNCIL shall elect from its membership a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as it may deem appropriate, who shall serve terms of one (1) year commencing January 1st, except for the officers first elected who shall serve that fraction of the calendar year between COUNCIL selection and December 31st.
2. Officers shall serve at the pleasure of the COUNCIL and may be removed by resolution at any time.
3. Vacancies in any office shall be filled by COUNCIL election within thirty (30) days of the vacancy, for the remainder of the unexpired

term.

4. The Chairperson shall preside at all meetings of the COUNCIL and shall have all privileges and duties of a councilperson. The Vice Chairperson shall preside at all meetings of the COUNCIL at which the Chairperson is absent. The Secretary shall keep or cause to be made all non-financial reports, records and minutes required by this agreement or applicable law and shall be charged with assuring compliance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act. The Treasurer shall have custody of all COUNCIL funds which shall be deposited, invested, and/or disbursed by the Treasurer as directed by the COUNCIL. The Treasurer shall be charged with assuring complete financial records and reports as required by this agreement or applicable law or contract provisions.

#### SECTION 4: MEETINGS

##### A. SCHEDULE/CALL OF MEETINGS

1. The COUNCIL shall meet at least quarterly and shall annually establish a regular meeting schedule which shall be posted at the offices of the MEMBER UNIT governing boards in similar form and within similar times as required by law for governmental meeting schedules.
2. Special meetings of the COUNCIL may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.

##### B. NOTICE

Each councilperson shall receive five (5) days written notice of all regular meetings. All notices of all meetings shall also be posted as required by the Michigan Open Meetings Act.

##### C. VOTING

A majority vote of the COUNCIL shall be necessary to take any official action at a regular or special meeting, provided that only those items on the agenda may be acted upon, and provided that only bills which represent budgeted expenses may be approved. A majority of the COUNCIL, appointed and serving, shall constitute a quorum in such cases.

Bills which represent expenses not previously included in the budget may only be approved by a quorum including at least one member of each governmental unit.

##### D. MINUTES



Complete written minutes of all COUNCIL meetings shall be kept in compliance with applicable provisions of the Michigan Open Meetings Act. Copies of minutes shall be prepared within the time period established by the Open Meetings Act and sent to all councilpersons and the chairpersons of MEMBER UNIT governing boards as soon as reasonably possible following their preparation.

#### E. RULES

Roberts Rules of Order, as last revised, when not in conflict with this agreement or written standing rules the COUNCIL may adopt, shall serve as the parliamentary authority for all COUNCIL meetings.

### SECTION 5: POWERS

#### A. GENERAL POWERS

The COUNCIL shall have the following powers, authority and obligations:

1. Purchase, lease, receive, acquire, hold title in, trade, sell, lease or rent to others, dispose of, divide, distribute, own or exercise right of dominion over, all or part of any land, and any improvements thereon, within the railroad right of way described in Appendix A which is hereby incorporated and made part of this agreement. The COUNCIL may exercise the aforesaid powers over other land only upon consent of the governing board of the MEMBER UNIT in whose jurisdiction such land lies. The disposition of land acquired with aid from state or federal funds shall have the approval of the state or federal agency involved, if required by the agency. All property, real or personal, of the COUNCIL shall be used solely for the purposes stated in this agreement.
2. Improve, build, maintain and operate public trails, access sites and appropriate structures on COUNCIL land.
3. Contract or cooperate with other governmental units, public agencies, or private parties, as appropriate, to carry out COUNCIL functions or fulfill COUNCIL obligations.
4. Contract a director and such other personnel as it may determine necessary who shall serve at the pleasure of the COUNCIL subject to applicable law.
5. Accept funds, voluntary work, or other assistance to carry out COUNCIL functions or obligations, from any source, public or private, including, but not limited to, local governmental funding of specific projects, state or federal grants, and private donations. A complete record of all funds received from any source shall be

maintained and made part of the annual financial report.

6. Establish policies or rules governing use of COUNCIL land or facilities not inconsistent with state or local law.
7. Recommend local ordinance provisions to MEMBER UNITS, as necessary to provide for the safety of the public utilizing COUNCIL land or facilities.
8. Make claims for federal or state aid payable to the individual or several MEMBER UNITS or the COUNCIL as may be available and appropriate to carry out COUNCIL functions.

#### B. LIABILITY COVERAGE

The COUNCIL shall purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the land, public trails, access sites or other facilities of the COUNCIL. The COUNCIL purchasing such insurance shall name the Michigan Department of Natural Resources (DNR) and the MEMBER UNITS as additionally named insureds.

#### C. REPORTS

The COUNCIL shall, at least annually, make a full and complete report of all of its activities to the governing boards of all MEMBER UNITS.

#### D. LIMITATIONS

The COUNCIL shall have no power or authority to:

1. Levy any tax in its own name or, except as provided in MCL 124.507(4), issue any bonds in its own name.
2. Indebt any MEMBER UNIT in any way except as provided in this agreement.
3. Condemn any land for any purpose.

### SECTION 6: FINANCES

#### A. FISCAL YEAR

The fiscal year of the COUNCIL shall be from October 1st to September 30th.

#### B. OPERATIONAL AND PROJECT BUDGET

The COUNCIL shall each year develop an operational budget which shall be limited to meeting,

postage, document or accounting costs, and similar basic costs. This budget shall include personnel, engineering, legal, land purchase or lease, or any development or maintenance costs incurred or to be incurred by the COUNCIL. For the purpose of initial budget, the budget shall be as set forth in Appendix B.

C. COUNCILPERSON REIMBURSEMENT

Each councilperson may be paid a flat rate of thirtyfive dollars (\$35.00) for COUNCIL meetings actually attended.

D. FINANCIAL AUDITS/REPORTS

The Treasurer shall make or cause to be made a full and complete financial report to MEMBER UNITS of all the COUNCIL'S financial transactions and affairs at the end of each financial year. Said report may include a complete audit by a certified public accountant. State and federal audit requirements shall be fully met as applicable. MEMBER UNITS shall have the right, at their expense, to conduct such additional audits as they deem necessary or appropriate.

SECTION 7: TERMINATION/DISSOLUTION

A. MEMBER UNIT TERMINATION

A MEMBER UNIT may terminate its membership by either: 1) upon ninety (90) days written notice to the COUNCIL and termination shall be effective only upon the elapse of the ninety (90) days; or 2) upon the COUNCIL'S submission of a budget for a new fiscal year, a MEMBER UNIT, upon 60 days written notice to the COUNCIL and termination shall be effective only upon the elapse of the sixty (60) days. If a MEMBER UNIT terminates its membership, all COUNCIL land and improvements thereon within that jurisdiction shall remain property of the COUNCIL. A MEMBER UNIT terminating its membership under subsection 1 shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination. A MEMBER UNIT terminating its membership under subsection 2 shall remain liable for all obligations incurred by it pursuant to this agreement and prior to actual termination, but shall not be liable for financial obligations established by the COUNCIL'S new fiscal year budget request triggering the MEMBER UNIT'S termination.

B. COUNCIL DISSOLUTION

If all or all but one of the MEMBER UNITS terminates their membership, the COUNCIL shall be considered dissolved.

1. Upon dissolution, the trailways property and any improvements thereon located within the boundaries of each former MEMBER UNIT shall revert to ownership unit of the DNR, upon such terms and conditions as are to be agreed upon by the COUNCIL and DNR. The DNR shall be requested to uphold the following

provisions:

- a) The trailways property and the improvements thereon shall remain open for public recreational use in perpetuity;
- b) No prohibitions, impediments or blockages shall be made to the free passage on the trailways of legitimate trail users;
- c) The use of the trailways and improvements thereon shall remain subject to all applicable deed restrictions and all applicable state provisions imposed by law or contract.

#### SECTION 8: AMENDMENTS

This agreement may be amended in whole or in any part by the written agreement of the governing boards of all MEMBER UNITS.

#### SECTION 9: STATE APPROVAL

As soon as reasonably practicable after the effective date of this agreement, this agreement shall be officially submitted to the Office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

#### SECTION 10: APPLICABLE LAWS

The COUNCIL shall in all activities fully comply with applicable local, state and federal laws and regulations and with applicable grant conditions or contract provisions.

#### SECTION II: EFFECTIVE DATE

This agreement shall be in full force and effect and the COUNCIL shall be considered in effect as an operating public corporation as provided in Section 2 above, which date shall be noted as the second date in time indicated below.

IN WITNESS WHEREOF, the authorized representatives of the MEMBER UNITS have signed this agreement on the dates indicated below.

EFFECTIVE  
DATE: Sept. 19, 1997 BY: Andrew R. Kessler  
Supervisor, Addison Township

DATE: 9/19/97 BY: Patricia L. Bernice  
Clerk, Addison Township

EFFECTIVE  
DATE: 9/19/97 BY: C. M. Dwyer  
Supervisor, Orion Township

DATE: 9.19.97 BY: James J. Bastian  
Clerk, Orion Township

EFFECTIVE  
DATE: 9/19/97 BY: Arthur H. Wright  
Supervisor, Oxford Township

DATE: 9/19/97 BY: Charles J. Sanderson  
Clerk, Oxford Township

EFFECTIVE  
DATE: 9-19-97 BY: Shirley K. Bancroft  
President, Oxford Village

DATE: 9/19/97 BY: Rose M. Beyma  
Clerk, Oxford Village

EFFECTIVE  
DATE: 9-19-97 BY: T. J. M. G.  
President, Leonard Village

DATE: 9-19-97 BY: Cynthia Aehlen  
Clerk, Leonard Village