

Village Council Regular Meeting Agenda
Wednesday, June 29, 2022, 7:00 PM
COUNCIL CHAMBERS LOCATED AT
22 W Burdick Street, Oxford, MI Tel: 248-628-2543

PUBLIC COMMENTS: The public may voluntarily state their name and address. In adherence to the Open Meetings Act, this time is for council to hear from the public and not to engage in discussion with the public on the comments made. Each person will be allowed an opportunity to speak for three (3) minutes. The public shall refrain from making personal and public attacks against council members or others in attendance, and from making redundant comments. All public comments shall be addressed directly to the Council President.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Bourgeau, Cooke, Helmuth, Kemp, Ross
4. Approval of Agenda
5. Presentation: Police Department Presentation-Recognition for Outstanding Service. Dave Gerber
6. Call to Public:
7. Consent Agenda:
 - a. Receive and File items:
 - i. Correspondence: Letters and Communications
 - ii. Department Reports
 - b. Approval items: (roll call vote with bill amount)
 - i. Approval of Minutes May 10, 2022, Regular Meeting, June 6, 2022, Special Meeting
 - ii. Bills \$ 135,132.76
 - iii. Monthly Budget Report, Treasurers Report, Budget Amendments
8. Unfinished/Old Business:
 - a. Residential Inspection Ordinance Discussion and Draft of ordinance
9. New Business
 - a. 2022 Emergency Federal Law Enforcement Assistance Grant (EFLEA), Contract (Chief Solwold)
 - b. Special Events Application/Park Reservations Requirements-Discussion
 - c. Special Event application 22-04 in Scriptor Park
 - d. Oxford Historical Society Museum and Village of Oxford – Discussion
 - e. Oxford PD Bonus Consideration.
 - f. Council meeting dates July-Dec 2022
 - g. NE Parking Lot DDA resurfacing project engineering proposal - cost sharing
10. Items Removed from Consent Agenda (from item 6)
11. Public Comment
12. Committee Reports
 - a. NOTA
 - b. Planning Commission
 - c. Cable Commission
 - e. DDA
 - f. Polly Ann Trail
 - g. Manager, Staff & Attorney report
13. Council Comments
14. Adjournment

Posted 6/22/2022, 10:00 a.m.

T a. i
Correspondence



An Employee Owned Company

Ionia, MI / 616.527.0050

June 19, 2022

Don Brantley
Village of Oxford
22 West Burdick
Oxford, MI 48371

Re: 2022 Annual Well and Pump Performance Testing and Servicing

Dear Mr. Don Brantley

Please find enclosed the data sheets with information from the annual performance testing and servicing of your wells and pumping equipment we recently performed. This information is important and should be inserted into your maintenance binder for future reference. The invoice for this work will be forwarded to your accounts payable department.

Well 3

Our test on well # 3 pump produced 83' of total dynamic head (TDH) while pumping 1000 gallons per minute (GPM). This pump is performing slightly above its designed curve since its last overhaul in 2018 and a pump overhaul is not recommended at this time.

The specific capacity test that we ran on the well # 3 well showed a reading of 162.8 gallons per foot of drawdown (GPFDD). This compares favorably to the last test reading from 2009 of 166.0 GPFDD. No further work is recommended.

Well 4

Our test on well # 4 pump produced 90' of TDH while pumping 1000 GPM. This pump is performing 10% below its designed curve. This pump is performing adequately, and a pump overhaul is not recommended based solely off of this pump's hydraulic performance. This pump has not been overhauled in ten years. Pump manufacturers recommend a maximum service interval of 10 years due to unseen internal wear on the pump's bearings, impellers and shafts. This pump is recommended for an overhaul immediately.

The specific capacity test that we ran on the well # 4 showed a reading of 137.0 GPFDD. This well is performing very well compared to the original reading from 1997 of 63.1 GPFDD, and a well rehabilitation is not recommended.

www.peerlessmidwest.com

505 Apple Tree Drive, Ionia, MI 48846 Phone (616) 527.0050 Fax (616) 527.5508

Well 5

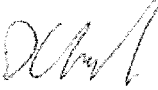
Our test on well # 5 pump produced 100' of TDH while pumping 1500 GPM. This pump is performing 9.1% below its designed curve. Based strictly off this pump's hydraulic performance an overhaul is not recommended immediately but due to this pump's length of service of 6 years this pump is recommended for an inspection within the next three years.

The specific capacity test that we ran on the well # 5 showed a reading of 86.6 GPFDD. This well is favorable compared to our original reading from 2006 of 52.3 GPFDD. This well is still performing adequately and a well rehabilitation is not recommended.

We appreciate the opportunity to be of service to you with our performance testing and inspection program. If you have any questions about this information, I would be pleased to meet with you at your convenience.

Very truly yours,

PEERLESS-MIDWEST, INC.



DC Coulier
Project Manager

www.peerlessmidwest.com

505 Apple Tree Drive, Ionia, MI 48846 Phone (616) 527.0050 Fax (616) 527.5508



Peerless Midwest Inc.

Water Supply Contractors

55860 Russell Industrial Parkway / Mishawaka, IN 46545 / 574-254-9050 / Fax 574-254-9650

WELL & PUMP SERVICE INSPECTION REPORT

Owner Village of Oxford City Oxford State MI

Location In Park @ 380 S. Glaspie St. N42.81911 W083.25550

Well No. 3 Date Drilled 1977 Dia. 12" Depth 118.8' Type Well Tubular

Screen ID. 10" Screen Length 35' Depth to Top of Screen 83.8' Type Screen SSWW

Dates of Cleaning 2020

Phone 1 248 210 5072 Person to Contact Don

	DATE	STATIC	G.P.M.	PUMPING LEVEL	PRESSURE	SPECIFIC CAPACITY
ORIGINAL	1977	No	Other	Data	Available	
AFTER LAST CLEANING						
AFTER LAST TEST	2020	19'	963	23'	20#	240.8
AT PUMP'S RATED FLOW	2022	16'	1019	22.5'	20#	156.8
AT SYSTEM OPERATING PSI	2022	16'	977	22'	22#	162.8

Test Completed Through Meter No Flange Size 8" Thread Confined Space Entry? No

Motor HP 40 Make U.S. Volts 460 RPM 1775 Phase 3

Gear Drive None HP Ratio RPM Meter Required No

Pump Mfg. Layne/Floway Serial No. 88229 Airline Length 40'

Rated Capacity: 1000 GPM 80' TDH Operating Pressure 22# into system

Total Setting 48' 3" Size of Packing 3/8" Date Installed NDA

Dates of Overhaul 1978, June 2001, July 2001 (Motor only), 2018

THE FOLLOWING IS TO BE PERFORMED DURING EACH INSPECTION

Is Check Valve Leaking? No Change Motor Oil & Grease x Repack Pump x Grease Pump

Pump is Presently Developing 977 GPM 73 TDH Projected Curve Capacity 1000 GPM 83' TDH

Shut Off Pressure 49 PSI Rated Shut Off Head 130 ft. Calculated Shut Off Head 142 ft.

Electrical Data (With Pump in Operation): 489/488/488 V 35 / 35 / 34 Amps 51.5 @ 460V Full Load Amps

Location of Power Lines Underground Can Electrical Box be Locked Out? Yes

Distance From Top of Pump Pedestal to Grade 16" Materials Needed to Clean Well Drop 8" spool, elbow, (2) hoses to tank.

Need a Smeal to Raise Pump? smeal Remarks 1098 @ 23' 15#

Maintenance: 8" coupling, 8x6 swege, 6" flange, 6" barb flange, 20' hose

Inspected By Kiel Conley

Date Inspected February 1, 2022



Peerless Midwest Inc.

Water Supply Contractors

55860 Russell Industrial Parkway / Mishawaka, IN 46545 / 574-254-9050 / 574-254-9650

WELL & PUMP SERVICE INSPECTION REPORT

Owner Village of Oxford City Oxford State MI

Location In Park @ 380 S. Glaspie St. N42.81921 W083.25574

Well No. 4 Date Drilled 1997 Dia. 12" Depth 113' Type Well GWW

Screen ID. 12" Screen Length 20' Depth to Top of Screen 93' Type Screen SSWW

Dates of Cleaning _____

Phone 1 248 210 5072 Person to Contact Don

	DATE	STATIC	G.P.M.	PUMPING LEVEL	PRESSURE	SPECIFIC CAPACITY
ORIGINAL	1997	17'	1009	33'		63.1
AFTER LAST CLEANING						
AFTER LAST TEST	2020	20'	1056 orifice 1380 meter	29'	20#	117.3
AT PUMP'S RATED FLOW	2022	19'	1005-O 1200-M	26'	28#	143.6
AT SYSTEM OPERATING PSI	2022	19'	1098-O 1320-M	27'	23#	137.0

Test Completed Through Meter _____ Thread Size 8" threaded coupling Confined Space Entry? No

Motor HP 40 Make _____ U.S. _____ Volts 460 RPM 1775 Phase 3

Gear Drive None HP _____ Ratio _____ RPM Meter Required No

Pump Mfg. Floway Serial No. 31538-3 Airline Length 40'

Rated Capacity: 1000 GPM 100' TDH Operating Pressure 23# running

Total Setting 53' Size of Packing 5/16" Date Installed 1998

Dates of Overhaul 2012

THE FOLLOWING IS TO BE PERFORMED DURING EACH INSPECTION

Is Check Valve Leaking? No Change Motor Oil & Grease x Repack Pump x Grease Pump _____

Pump is Presently Developing 1098 GPM 80 TDH Projected Curve Capacity 1000 GPM 90' TDH

Shut Off Pressure 50 PSI Rated Shut Off Head 134 ft. 141 ft.

Electrical Data (With Pump in Operation): 481/484/483 V 41 / 40 / 41 Amps 51.5 @ 460V Full Load Amps

Location of Power Lines Underground Can Electrical Box be Locked Out? Yes

Distance From Top of Pump Pedestal to Grade 20" Materials Needed to Clean Well Drop out 8" tee, (1) 8" x 6" elbow, 2 hoses to tank, 50' to waste

Need a Smeal to Raise Pump? Smeal Remarks 1236@28' 15#

Maintenance: 6" barb, 20' hose, 8x6 orifice

Inspected By Kiel Conley Date Inspected February 1, 2022



Peerless Midwest Inc. *Water Supply Contractors*

55860 Russell Industrial Parkway / Mishawaka, Indiana 46545 / 574-254-9050 / Fax 574-254-9650

WELL & PUMP SERVICE INSPECTION REPORT

Owner Village of Oxford City Oxford State MI

Location SE of Wells 3 & 4 in woods 380 S. Glaspie St. N42.81860 W083.25404

Well No. 5 Date Drilled ? Dia. 16" Depth 108' 5" Type Well GWW

Screen ID. _____ Screen Length _____ Depth to Top of Screen _____ Type Screen _____

Dates of Cleaning _____

Phone 1 248 210 5072 Person to Contact Don

	DATE	STATIC	G.P.M.	PUMPING LEVEL	PRESSURE	SPECIFIC CAPACITY
ORIGINAL	2006	26	1005	38.5		52.3
AFTER LAST CLEANING						
AFTER LAST TEST	2020	30'	1013 orifice 1150 meter	37'	40#	92.1
AT PUMP'S RATED FLOW	2022	28'	1136-O 1215-M	40'	40#	94.6
AT SYSTEM OPERATING PSI	2022	28'	1386-O 1475-M	44'	33#	86.6

Test Completed Through Meter 8 Flange or Thread Size 8" flange Confined Space Entry? No

Motor HP 60 Make US Volts 480 RPM 1780 Phase 3

Gear Drive None HP _____ Ratio _____ RPM Meter Required No

Pump Mfg. Floway Serial No. 62118-1-1 Airline Length 71'

Rated Capacity: 1500 GPM 110 TDH Operating Pressure 19#

Total Setting 73' 6" Size of Packing 3/8" Date Installed 4/16/2007

Dates of Overhaul New 2007, 2016

THE FOLLOWING IS TO BE PERFORMED DURING EACH INSPECTION

Is Check Valve Leaking? No Change Motor Oil & Grease x Repack Pump x Grease Pump _____

Pump is Presently Developing 1386 GPM 120' TDH Projected Curve Capacity 1500 GPM 100' TDH

Shut Off Pressure 74# PSI Rated Shut Off Head NDA ft. Calculated Shut Off Head 195' ft.

Electrical Data (With Pump in Operation): 479/479/480 V 58 / 58 / 59 Amps 70.0 @ 460 v Full Load Amps _____

Location of Power Lines Underground Can Electrical Box be Locked Out? Yes

Distance From Top of Pump Pedestal to Grade 18" Materials Needed to Clean Well Drop 8" flange off T - 8x6 elbow, 70' to tank, 50' to waste. Could remove section of fence to use less hoses for cleaning.

Need a Smeal to Raise Pump? RO Remarks Count turns on main valve. Closed approx 23 turns from wide open.

Maintenance: 8" elbow, 50' 8" hose. 10" orifice.

Inspected By Kiel Conley Date Inspected February 1, 2022

Fire Officials Call for Rental Property Registry After Worcester (MA) Fire that Killed Four

By
[Tribune Content Agency](#)
5.25.2022

Worcester firefighters responded to a four-alarm fire at 2 Gage St. around 3:31 a.m. Saturday. (Tom Matthews | MassLive)

Kiernan Dunlop

masslive.com

Two programs the Worcester Fire Department is recommending to the city council would've helped the department in its response to the fatal Gage Street fire, Acting Deputy Fire Chief Adam Roche said Tuesday.

One of the programs would have the department going into rental units to make sure everything is up to code, Roche said.

Rental units would have a required inspection every five years, according to a letter City Manager Edward Augustus Jr. sent to Worcester City Council.

Roche specified that he was not saying there were or were not violations at 2 Gage St., the site of the recent deadly fire.

The other program the department is recommending, along with the Department of Inspectional Services, is a rental registry.

- [**Former Norwalk \(CT\) Resident, 29, Who Sued Alex Jones over Parkland Shooting Dies in House Fire**](#)
- [**Death Toll Rises to Four in Worcester \(MA\) Fire**](#)

The registry is meant to ensure there is current contact information for property owners, property managers or people that are in a position to make decisions about a property, according to Augustus.

Having the contact information would give the city a quick way to contact the owners or managers in the case of a violation or emergency, he said.

The registry would also include how many units are in a building, how many are residential and how many bedrooms are in each unit.

"During a fire emergency, ready access to this data can save time and ultimately save lives," Augustus said, "This ability to collect and share building information has been recommended in multiple reports and NIOSH fire fatality investigations."

On May 14, [four people died](#) in a four-alarm fire at 2 Gage St. in Worcester.

It was a complex scene that involved the collapse of the building's roof and the presence of snakes in the building, according to city officials. Two days later on May 16, the fire department could not confirm how many residents were in the building or if any residents were still unaccounted for.

The fire is still under investigation.

In a May 20th letter showing his support for the two programs, Acting Fire Chief Martin Dyer said the city is "all too familiar with the devastating toll of fires."

"This week alone over 50 residents were displaced by just a few fire incidents and four residents lost their lives," Dyer wrote, "The Rental Registry program will not eliminate the hazard but I am confident that it will have a significant impact on the safety and well-being of Worcester residents."

Registration will cost \$15 per rental unit or \$25 per rental lot and annual registration renewals will cost \$5 per unit or \$15 per rental lot, according to Augustus.

The city currently only inspects rental units on a complaint basis, according to Augustus. If the five-year inspection cycle goes into effect, the cost for property owners is \$50 per unit.

If the city discovers illegal or unregulated units, the zoning ordinance gives the owner option to make the units legal. If the units can't be brought to code the unit can no longer be inhabited, according to Augustus.

While Dyer said many apartments in the city are well maintained and safe, the city knows from too many examples "that some of the units are in disrepair and lack the basic safety requirements.

Augustus included the rental registry in the city's proposed fiscal 2023 budget. The budget allots funds for the city to hire five new inspectors for the program. The \$453,404 increase in the Department of Inspectional Services budget is mainly due to the addition of five sanitary inspectors, according to the budget book, in addition to a head clerk, principal building inspector, deputy sealer of weights and civil site inspector.

"[The rental registry] would hold bad landlords accountable and ensure that households across the income spectrum are guaranteed safe, livable conditions," Augustus said in a letter accompanying the proposed budget.

This isn't the first time the city council has discussed a rental registry, the [Telegram & Gazette](#) reported in April 2019 that the city council backed the idea with some caveats.

Councilor At-Large Khrystian King called for an analysis on how the registry might affect people who have Section 8 housing vouchers and community development corporations that own multi-unit housing in the city, the newspaper reported.

The then-city council approved an order to request the commissioner of the Department of Inspectional Services develop a rental registry for non-owner-occupied residential properties.

Related Content:

- [Worcester police budget to jump \\$2.4 million just 2 years after calls to divert police funds to community](#)

OXFORD VILLAGE POLICE DEPT. POLICE CHIEFS REPORT

2022-May

Micheal D. Solwold-Chief

	MONTH		YEAR TO DATE			
	May 2022	May 2021	CHG	2022	2021	DIFF
CALLS FOR SERVICE	725	637	88	4027	3345	682
CITATION/WARNING	387	346	41	2063	2009	54
ACCIDENTS	9	4	5	27	23	4

POSITION	#
CHIEF	1
OFFICERS/FT	5
OFFICERS/PT	2
Service Aid	2
Parking Enf	1
Reserves	12
TOTAL	22

Below is designated for crime-specific stats:

Flee & Elude x2
Felony DUJ/Mental health committal
MDOP-Resist/obstruct an officer
Road rage assault/PPO violation
Misc. Warrant arrest x 2

REPORTS
7.2.11

MAY 2022												
	WASHINGTON	GLASPIE	E BURDICK	LAKEVILLE	OXFORDLAKES	PONTIAC	W BURDICK	W OF 24	E OF 24	N W LOT	N E LOT	TOTALS
speed	84	23	26	32	6		16		1			188
red light	39											39
stop sign					9			4				13
Improper turns	5	1	1				3	1	2			13
seat belt												0
drivers licence violations	8	4	3	1	1		1					18
plate violations	15	3	3	2	1		3					27
insurance/registration	15		1	3	2		3	2				26
equipment	15	4	3				3	1	1			27
misc. violations	1		1				1					3
parking violations					10		2	4				16
fail to yield to emergency vehicle												0
commercial motor vehicle tickets	14		1				1	1				17
Location Totals	196	35	39	38	29	0	33	13	4			387

Grand Total for the Month	387
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THE VILLAGE OF



Memorandum

To: Honorable President, Kelsey Cooke
Council Members

From: Tere Onica, Village Clerk/Treasurer

Date: June 14, 2022

Re: 2022 TIFA (Tax Increment Finance Authority) Report, Form 5176

Background Information: Public Act 86 of 2014, MCL 123.1356b, was presented to the electors of August 5, 2014, to reduce state use tax and replace it with a local community stabilization share of the tax for the purpose of modernizing the tax system to help small businesses. The Act provides for exemptions for certain categories of businesses. Public Act 86 requires personal property tax reimbursement for all operating and debt millages based on personal property taxable value declines. Every year, the Village of Oxford must calculate the personal property exemption loss to the State Treasury for reimbursement claims on behalf of the Oxford DDA. Filing deadline for Form 5176 is June 15th.

The total tax increment PPT loss for 2022 to be reimbursed the Village of Oxford DDA this year is \$38,928.96 (filed May 17, 2022).

The report is attached to inform council of the required filing with the Department of Treasury for PPT Loss Reimbursement to be received by the Village of Oxford DDA.

Recommendation: To receive and file the 2022 TIFA Annual Report.

Respectfully,

Tere Onica, MiCPT
Village Clerk/Treasurer

FOR CALENDAR YEAR: **2022**

**Request for State Reimbursement of Tax Increment Finance Authority
Personal Property TIF Loss for NON-Brownfield Authorities (Brownfields Use Form 5176BR)**

based under Public Act 86 of 2014. Filing is mandatory to receive reimbursement.

A SEPARATE REQUEST IS REQUIRED FOR EACH TAX INCREMENT FINANCING (TIF) DISTRICT and SCHOOL DISTRICT

If you are unable to enter any of the identifying information or if the data autofills incorrectly, put the correct info in your email when you submit the form and Treasury will enter it for you.

County Location
County Code

OAKLAND COUNTY
63

Township/City Municipality Name
Township/City Municipality Code

OXFORD TOWNSHIP
63-1160

Village Name
Village Municipality Code

OXFORD VILLAGE
63-3110

Local School District Name
Local School District Code

OXFORD COMMUNITY SCHOOLS
63110

Intermediate School District Name
Intermediate School District Code

OAKLAND ISD
63000

Community College District Name
Community College District Code

OAKLAND COMMUNITY COLLEGE
63600

Type of Authority (click on blue cell, choose from drop-down list)

DDA PA 197

TIFA Name/Identifier (optional)
TIFA Municode (if established)

Village of Oxford
637624

E-mail address (do not leave blank)

clerk@thevillageofoxford.org

Contact Person
Telephone number

Tere Onica
(248) 628-2543

Did this TIF Plan also file the 2022 Form 4650
Request for State Reimbursement of Tax Increment Revenue Decreases?

Yes No

Are any parcels in this Authority's TIF plan subject to a Renaissance Zone exemption?
(mark appropriate box with an 'X')

Yes No

UPON COMPLETION, E-MAIL TO: Treas-StateSharePropTaxes@michigan.gov

Please send the file in the original EXCEL format. Do not send .pdf files.

**THIS APPLICATION
IS DUE BY
JUNE 15, 2022**

PROPERTY TYPE	A. 2022 TAXABLE VALUE	B. INITIAL YEAR TAXABLE VALUE	C. 2022 CAPTURED TAXABLE VALUE	D. 2022 MILLAGES TO BE CAPTURED (use 2021 rates to estimate if necessary)	E. ESTIMATED 2022 TIF REVENUE
Ad valorem PRE real property	1,399,873	365,635	1,034,238	25.2193	\$26,082.76
Ad valorem non-PRE real property	23,327,887	4,593,865	18,734,022	25.2913	\$473,807.77
Ad valorem commercial personal property	1,137,130	578,875	558,255	25.2913	\$14,118.99
Ad valorem industrial personal property	0	12,800	(12,800)	25.2913	(\$323.73)
Ad valorem utility personal property	0	0	0	0.0000	\$0.00
Ad valorem other personal property	0	0	0	0.0000	\$0.00
IFT New Facility real property, 0% SET exemption	0	0	0	0.0000	\$0.00
IFT New Facility real property, 50% SET exemption	0	0	0	0.0000	\$0.00
IFT New Facility real property, 100% SET exemption	0	0	0	0.0000	\$0.00
IFT New Facility personal property on commercial class land	0	0	0	0.0000	\$0.00
IFT New Facility personal property on industrial class land	0	0	0	0.0000	\$0.00
IFT New Facility personal property, all other	0	0	0	0.0000	\$0.00
IFT Replacement Facility real property (frozen values)	0	0	0	0.0000	\$0.00
IFT Replacement Facility personal property (frozen values)	0	0	0	0.0000	\$0.00
CFT New Facility real and personal property	0	0	0	0.0000	\$0.00
CFT Restored (frozen values)	0	0	0	0.0000	\$0.00
	\$ 25,864,890	\$ 5,551,175	\$ 20,313,715	Total TIF Revenue	\$513,685.80

Municipality: OXFORD TOWNSHIP
 School District: OXFORD COMMUNITY SCHOOLS
 TIFA Type: DDA PA 197
 TIFA Name: Village of Oxford

**CAPTURED TAXABLE
VALUE FROM:**

	A.	B.	C.
	2013 captured value of personal property in TIF plan <small>If you filed this form in prior years, Column A figures should match those years</small>	2022 captured value of personal property in TIF plan <small>(with 2022 estimated TIF revenue sheet Col. C)</small>	Personal Property total captured value loss (gain) (A - B)
1. Ad valorem commercial personal property	2,062,965	558,255	1,504,710
2. Ad valorem industrial personal property	21,470	(12,800)	34,270
3. IFT New Facility personal property sited on land classified commercial real property		0	0
4. IFT New Facility personal property sited on land classified industrial real property		0	0
5. IFT Replacement Facility personal property		0	0

Municipality: OXFORD TOWNSHIP

School District: OXFORD COMMUNITY SCHOOLS

TIFA Type: DDA PA 197

TIFA Name: Village of Oxford

2012-2021 Millage Rate Comparison Reports

At the link above, scroll down the page (about halfway down) to where it says "Millage Rate Comparison Reporting Requirement" in the left column. The links with rates are labeled "2022 Millage Rate Comparison." Cities, villages, townships, counties, community colleges and special authorities are all found in the "Other Municipalities" link.

Enter 100% of all tax millage rates from the far-right 2021 PPT Calculation column in the Treasury Millage Rate Comparison Reporting Requirement reports. It may be worded a bit differently on different sheets, so just use what's in the dark-blue-colored column. If you don't capture a millage, enter 0 in "Percent Captured". Do NOT enter ad valorem special assessments.

[What do the colors mean? Click here](#)

List all millages levied by every jurisdiction, even if you don't capture them. If you don't capture them, put '0' in the "Percent Captured" column.

Minimum of: Eligible Millage Cap or Individual Millage Rate Levied in 2021

Use ONLY the rates from the Millage Rate Comparison Reports in this column

Fixed rate foregone (if any) Percent Captured Adjusted Reimbursement Rate

County Alloc/Charter		4.0132	0.0000	100.000%	4.0132
County extra voted	Parks & Rec	0.3470	0.0000	100.000%	0.3470
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
County extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township Alloc/Charter		0.8944	0.0000	100.000%	0.8944
City/Township extra voted	Library	0.6343	0.0000	100.000%	0.6343
City/Township extra voted	Library 2	0.6768	0.0000	100.000%	0.6768
City/Township extra voted	Parks & Rec	0.9809	0.0000	100.000%	0.9809
City/Township extra voted	Fire	4.4500	0.0000	100.000%	4.4500
City/Township extra voted	North Oak Trans	0.2341	0.0000	100.000%	0.2341
City/Township extra voted	Parks Debt	0.2300	0.0000	100.000%	0.2300
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
City/Township extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village Alloc/Charter		11.1200	0.0000	100.000%	11.1200
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Village extra voted	type in purpose	0.0000	0.0000	0.000%	0.0000
Local School non-homestead (non-PRE) operating tax		0.0000	0.0000	0.000%	0.0000
Local School supplemental (hold-harmless) tax		0.0000	0.0000	0.000%	0.0000
Local School sinking fund (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
Local School recreational (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
Local School debt		0.0000	0.0000	0.000%	0.0000
State Education Tax		6.0000	0.0000	0.000%	0.0000
Community College debt		0.0000	0.0000	0.000%	0.0000
Community College operating		1.5057	0.0000	100.000%	1.5057
ISD Allocated (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
ISD Enhancement (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
ISD Special Education (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
ISD Vocational Education (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
ISD debt (Local tax for BRFA's, School tax for all others)		0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	HCMA	0.2089	0.0000	100.000%	0.2089
Special Authorities - select from list	ZOO	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	ART	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000
Special Authorities - select from list	type in purpose	0.0000	0.0000	0.000%	0.0000

TOTAL MILLAGE REIMBURSED FROM AD VALOREM TAXES

25.2953

Tax Increment PPT Loss

	Captured Value loss (gain) (From 'TIF loss' Col. C)		Captured Millage (from 'Captured Millages', adjusted for exemptions by class)	personal property TIF revenue loss (gain)
1. Ad valorem commercial personal property	1,504,710	x	25.2953	\$38,062.09
2. Ad valorem industrial personal property	34,270	x	25.2953	\$866.87
3. IFT New Facility personal property sited on land classified commercial real property	-	x	12.6477	\$0.00
4. IFT New Facility personal property sited on land classified industrial real property	-	x	12.6477	\$0.00
5. IFT Replacement Facility personal property	-	x	25.2953	\$0.00
TOTAL TAX INCREMENT PPT REVENUE LOSS				
ESTIMATED OVERALL TIF REVENUE INCLUDING PPT LOSS				
TOTAL TAX INCREMENT PPT LOSS TO REIMBURSE				

Municipality: OXFORD TOWNSHIP

School District: OXFORD COMMUNITY SCHOOLS

TIFA Type: DDA PA 197

TIFA Name: Village of Oxford

E-mail this form to the address at the bottom of the
'TIFA Identity' page.

**OXFORD VILLAGE COUNCIL
REGULAR MEETING MINUTES**

Village Council Members: Lori Bourgeau, Kelsey Cooke, Maureen Helmuth, Allison Kemp, Ashley Ross

**22 West Burdick Street
Oxford, MI 48371**

Tuesday, May 10 2022

7:00 pm

1) **CALL TO ORDER:** Council President Kelsey Cooke called the meeting to order at 7:03 p.m.

2) **PLEDGE OF ALLEGIANCE**

3) **ROLL CALL ATTENDANCE:** Members Present: 5. Lori Bourgeau, Kelsey Cooke, Maureen Helmuth, Allison Kemp, Ashley Ross. Absent: 0. Staff Present: Village Manager Joseph Madore, Recording Secretary Clerk/Treasurer, Tere Onica, Attorney, Robert Davis, Police Chief Mike Solwold, Fire Chief Pete Scholz.

4) **APPROVAL OF AGENDA:** May10, 2022.

MOTION: by Helmuth/Bourgeau to amend the May 10, 2022, agenda by moving item 10 (b) Resolution 22-08, Approval of the 2022-2023 Budget, to follow item 5 (a) Truth-In-Taxation/Budget Public Hearing. All in favor. Motion adopted.

5.) **PUBLIC HEARING:**

a. **Truth-In-Taxation/Budget Hearing-**The purpose of the public hearing is to present the 2022 property millage proposed to be levied to support the proposed 2022/2023 budget.

MOTION: by Cooke/Helmuth to open the public hearing at 7:05 p.m. All in favor.

Motion to open the public hearing approved.

PUBLIC COMMENTS: None.

MOTION: by Cooke/Helmuth to close the public hearing at 7:06 p.m. All in favor. Motion adopted.

6.) **AMENDED AGENDA, NEW BUSINESS ITEM:**

a. **Resolution 22-08, Approval of the 2022-2023 Fiscal Year Budget**

By Charter, all department budgets are to be submitted to the Village Manager by April 1st to be incorporated into budget for council review prior to May meeting adoption. Resolution 22-08 was presented for adoption based on the budget prepared and submitted by the Village Manager. Exhibit A, Village of Oxford 2022-2023 Budget Summary was presented at the public hearing. No public comments were made.

MOTION: by Cooke/Helmuth to approve Resolution 22-08 to adopt the 2022/2023 budget as presented.

Roll Call Vote- Ayes: 5. Bourgeau, Helmuth, Kemp, Ross, Cooke. Nays: 0. Absent: 0.

Resolution # 22-08 declared adopted.

7.) **PUBLIC HEARING:** The purpose of the public hearing is to receive public comments on Delinquent Utility Billing and Violations to be added to the 2022 Tax Roll as directed by Ordinance 321, Section 70-78(d).

MOTION: by Helmuth/Bourgeau to open the public hearing at 7:08 p.m. All in favor. Motion adopted.

PUBLIC COMMENTS: None.

MOTION: by Cooke/Helmuth to close the public hearing at 7:09 p.m. All in favor. Motion adopted.

8.) **PRESENTATION: FOIA APPEAL AND DISCUSSION-** Attorney Davis presented a request for appeal

50 to the “Public Body” (Village Council) from Vladimir Gertsberg for the following FOIA document(s):
51 “Would you please provide me with a document that contains an amount of agreed
52 “renumeration...received in return for services rendered; esp., salary or wages” that Oxford had (but not
53 necessarily did) to contribute MERS in July 2021 to support the defined benefit plan of its employees in
54 accordance with Michigan laws.”
55

56 Mr. Gertsberg declined the invitation to attend the meeting to plead his case, or to comment further on his
57 FOIA request or appeal. The FOIA coordinator responded that no specific record was identified in
58 possession of the Village of Oxford related to this request. Under FOIA, the Village of Oxford is not
59 required to create a document that does not already exist or compile information into a document or
60 documents for response. Mr. Gertsberg indicated to the attorney and FOIA coordinator that his intent is to
61 expose a MERS scheme to embezzle non-paid and non-forfeited benefits and to determine what
62 municipalities follow the law and what municipalities follow illegal practices of MERS. The number of
63 FOIAs submitted to the Village of Oxford is voluminous and excessive. Over ninety-four (94) FOIA
64 requests have been logged by Mr. Gertsberg. Mr. Gertsberg cites case law and court rulings that the FOIA
65 coordinator is not qualified nor required to provide an opinion on, nor to do legal research to identify a
66 record that may or may not exist. All requests have been responded to, to satisfy every FOIA in part or in
67 whole, or otherwise deny.
68

69 **MOTION:** by Ross/Helmuth upholding the FOIA response certifying that the underlying document(s),
70 that forms the basis of the appeal dated May 3, 2022, from Mr. Gertsberg for public record(s), do not exist
71 and thereby the appeal is denied.

72 **Roll Call Vote-** Ayes: 5. Kemp, Ross, Helmuth, Bourgeau, Cooke. Nays: 0. Absent: 0. Motion to deny
73 Mr. Gertsberg’s appeal to the public body.
74

75 **9.) CALL TO PUBLIC:**

- 76 • Mike Solwold, Police Chief-on behalf of the American Legion commented on needed approval for
77 the up-coming Memorial Day parade on May 30th. A Special Event application, insurance, security
78 services by the Village of Oxford Police Department, and road closures are needed. The Village
79 Manager can oversee the routine application filing. Legion staff changes led them to miss submitting
80 the annual parade event request.
81

82 **MOTION:** by Helmuth/Ross authorizing the American Legion to sponsor the Memorial Day parade on May
83 30, 2022, at 10:00 a.m. from Centennial Park to the cemetery with application, proof of insurance, and all
84 required paperwork to be filed with the Village Manager in advance of the parade. All in favor. Motion
85 adopted.
86

- 87 • Jennifer Prather, 14 Pontiac, requested future consideration for an “Orange Day” proclamation to be
88 in place for the first Saturday in June to support and memorialize the victims of gun violence.
89 Supporters will wear orange clothing that day.
90

91 **10.) CONSENT AGENDA:**

92 **MOTION:** by Helmuth/Ross to receive and file agenda items 8(a)(i)(ii) as presented. All in favor.
93 Motion adopted.

94 **MOTION:** by Helmuth/Bourgeau to approve Consent Agenda items 7(b)(i)(ii)(iii) as presented including
95 bills for \$127,064.73.

96 **Roll Call Vote:** Ayes: 5. Bourgeau, Helmuth, Ross, Kemp, Cooke. Nays: 0. Absent: 0.
97 Motion adopted.
98

99 **11.) UNFINISHED BUSINESS:**

- 100 **a. Residential Inspection Ordinance Discussion with McKenna-** John Jackson and Jim
101 Wright from McKenna presented Oxford Rental Program, letter dated May 5, 2022.
102 Discussion included how inspections would be handled, associated costs etc. Inspections
103 were recommended to be performed every 3-years with an anticipated cost of \$175.00-
104 \$250.00 to be paid by the owner of the rental unit. Owners of rentals would have a six (6)
105 month period to make repairs if a citation is issued. A multi-unit inspection, in some cases,
106 could possibly have a fee schedule discount. McKenna can directly schedule inspections.
107 Options for granting McKenna access to BS&A building software. Otherwise, McKenna to
108 provide an independent program with cost to build and maintain added. The next step is to
109 draft a rental inspection ordinance to discuss, and detail items to include to avoid use of a
110 blanket reference to the property code.

111
112 Lori Bourgeau was excused from the meeting at 7:42 p.m.

113
114 **12.) NEW BUSINESS:**

- 115 **a. Resolution 22-07, Fire Insurance Withholding-**Many municipalities participate
116 in this program for protection against property clean-up after an insurance claim
117 has been settled without work/restoration being completed.

118 **MOTION:** by Helmuth/Ross to adopt Resolution # 22-07 as presented.

119 **Roll Call Vote:** Ayes: 4. Kemp, Ross, Cooke, Helmuth. Nays: 0. Absent: 1.
120 Bourgeau. Resolution # 22-07 declared adopted.

- 121
122 **b. Resolution 22-09, Delinquent Utility Billing and Violations to be added to the**
123 **2022 Tax Roll per Village Ordinance 321, Section 70-78(d).**

124 **MOTION:** by Cooke/Helmuth to adopt Resolution 22-09 as presented to place delinquent
125 utility Billing and Ordinance Violations on the 2022 Tax Roll.

126 **Roll Call Vote:** Ayes: 4. Helmuth, Ross, Kemp, Cooke. Nays: 0. Absent: 1. Bourgeau.
127 Motion adopted.

- 128
129 **c. Chamber of Commerce Request for Christmas Lights on Polly Ann Trail**
130 **Bridge**

131 **MOTION:** by Cooke/Kemp to approve the Chamber of Commerce's request to place
132 lights on the Polly Ann Trail bridge for the 2022 holiday season. All in favor.

133 Motion adopted.

- 134
135 **d. Stars of Hope Grand Award and Funding Discussion-**The Village of Oxford
136 applied for a \$7,500 grant from Stars of Hope for the construction of fencing and a
137 place for "stars" and artwork to be displayed as community therapy to bring closure
138 to the active shooting tragedy that occurred at the high school in November 2021.
139 Grant award was \$1,000.00. A local contractor agreed to donate labor toward
140 construction cost. The digitization of the summer program will likely be cancelled
141 without funding to support it.

143 **MOTION:** by Cooke/Helmuth to accept the grant award of \$1000.00, with
144 construction labor to be donated and grant acceptance paperwork to be filed once
145 the labor donation is secured.

146 **Roll Call Vote:** Ayes: 4. Kemp, Ross, Helmuth, Cooke. Nays: 0. Absent: 1.
147 Bourgeau. Motion adopted.

149 **13.) ITEMS REMOVED FROM CONSENT AGENDA:** None.
150

151 **14.) PUBLIC COMMENT:** None.
152

153 **15.) COMMITTEE REPORTS**

154 NOTA- Update by Village Manager

155 Planning Commission- Update by council member Helmuth.

156 Cable Commission-Update by council member Helmuth.

157 DDA Director update.

158 Polly Ann Trail- Update by council member Kemp.
159

160 **16.) MANAGER, STAFF & ATTORNEY REPORTS**

161 Hudson and Dennison Road project is scheduled to begin on Monday, May 16, 2022.
162

163 **17.) COUNCIL COMMENTS-**There was discussion on moving the regular June meeting date
164 from the second Tuesday to an alternate date to allow for attendance to the school board meeting. A
165 decision will be made after availability is confirmed.
166

167 **18.) ADJOURNMENT**

168 With no further business to discuss, Council President Cooke adjourned the meeting at 8:40 p.m.

169 **MOTION:** by Cooke/Helmuth. All in favor.
170
171
172

173 Respectfully Submitted,
174 Teresa L. Onica, Recording Secretary

Kelsey Cooke, President

**OXFORD VILLAGE COUNCIL
SPECIAL MEETING MINUTES**

Village Council Members: Lori Bourgeau, Kelsey Cooke, Maureen Helmuth, Allison Kemp, Ashley Ross

22 West Burdick Street Oxford, MI 48371	June 6, 2022	6:00 pm
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- 1.) **CALL TO ORDER:** Council President Kelsey Cooke called the meeting to order at 6:02 p.m.
- 2.) **PLEDGE OF ALLEGIANCE**
- 3.) **ROLL CALL ATTENDANCE:** Members Present: Bourgeau, Cooke, Ross. Absent: Helmuth, Kemp. Staff Present: Village Manager Joseph Madore, Clerk/Treasurer/Recording Secretary, Tere Onica, Police Chief Mike Solwold.

- 4.) **APPROVAL OF AGENDA:** June 6, 2022.
MOTION: by Bourgeau/Ross to approve the June 6, 2022, meeting agenda. All in favor. Motion adopted.

- 5.) **CALL TO PUBLIC:**
 - Ron Pietrowski-Opposes March For Our Lives Rally in Centennial Park. National Group using students for political agenda. Not in the best interest. Mental health issues-government closing of mental health facilities and treatments.
 - Dillion Morris-Student organizer spoke on behalf of applicant and mother, Jeannine Morris. Written comments supported a rally in Centennial Park claimed village manager imposed large fees, trying to deny event. 1st Amendment Free Speech. Village administrative roadblocks. Completed and submitted application. Cannot afford insurance. Group will take safety measures. The village will not be responsible.
 - Shelia Frost-Commented on March For our Lives speaking against the national organization and its promotion of the rally.
 - Michelle-Local student read information provided by PolitiFact on the March For Our Lives organization speaking in opposition to the June 11th rally, and involvement with the national organization.
 - Ms. Jones-Surviving trauma. Parents support student rally and right to assemble. Students need to be heard.
 - George Stoffen-Parent supported students in rally request to be held in the town square-Centennial Park.
 - Carolyn- Concerns for what March For Our Lives stands for. Support students, not rally. Asked why Village of Oxford event location, date and time was posted on March For Our Lives national website a week before the council meeting and without approval per village policy. Kids are being used. Neighbor was victim in school shooting.
 - Don-Oakland Township-Vietnam War veteran. Fought for freedom of speech and right to assembly. Students in battle zone. Rally focus should be on the people not the guns. Opposes intent of March for Our Lives Organization. Gave example of gun interest, gun use and accessibility.
 - Evelyn Archer Pietrowski-opposed permit for rally. Gave statistics on guns used for violence and guns used to prevent violence. Rally is for political gain. Gun rights are a hidden agenda issue for the organization promoting the rally. Many things to consider.
 - Thomas Barts-Veteran disagrees with March For Our Lives. Implored people visit the national website to see who the students are associating with and what they stand for. Organization focus is against School Resource Officers and police. They are not for the

- 47 kids and community. Would like to sit down and have conversation with students and what
48 happened. Offered perspective, understanding what kids have been through, through own
49 life experience and background.
- 50 • Rich Schneider-supports second amendment rights.
 - 51 • Payton Fitzpatrick- The issue is about the 1st Amendment not the 2nd Amendment. There
52 are 300 people registered for the event.
 - 53 • Michelle McClellan-called office in support of rally. Also supports village administrative
54 responsibilities to follow policy and provide for safety and wellbeing of community.

55
56 **Secretaries Note:** *In adherence to the Open Meetings Act, the sole purpose and intent of a Public*
57 *Comments period is to allow the public an opportunity to comment and be heard by council during*
58 *the public meeting. Two separate occasions were allotted on the meeting agenda for this reason.*
59 *All public in attendance were granted the opportunity to address council with some individuals*
60 *speaking multiple times. Under Public Comments, speakers have the option to state their name.*
61 *Recording a speaker's name is not required and often names are not clearly stated and may or*
62 *may not be recorded. Comments are paraphrased. A broad overview of statements in favor of or*
63 *in opposition to a particular agenda item are recorded.*
64

65 **6.) NEW BUSINESS:**

66 a. **Special Events Application 22-05 for Centennial Park-Rally, Saturday, June 11, 2022.**

67 The Village Manager gave a summary of the application for the June 11, 2022, rally
68 submitted on Friday, June 3rd. If a group or organization wants to reserve a Village Park for
69 an event that will be open to the public, a special event application and council approval is
70 required. There is a non-refundable \$50 application fee which the applicant paid on June
71 2nd. Proof of Insurance is also required though the Village still has liability for any
72 unforeseen claims that might arise from any approved event. The Village Manager
73 proposed an alternate location for this rally based on verbal information from Jeannine
74 Morris that raised concerns for public safety and the need for accommodating a large yet
75 unknown number of people. Scriptor Park was more practical and accommodating because
76 it provided bathrooms, open space, parking, with a safer and more direct route to the high
77 school destination. Street closures, extra police patrol and DPW are all factors to be
78 considered. Discussion was centered on high school students wanting to be heard in
79 Centennial Park on June 11th. A private pre-school event was already reserved in
80 Centennial Park for June 11th. The applicant cancelled to accommodate another groups
81 freedom to assemble and because of the unknown factors surrounding the event. The
82 village attorney advised adherence to policy, being content neutral and to specifically state
83 if exempting the group from special event insurance. Rally supporters expressed a first
84 amendment right to show up and protest without the necessity of a special event permit on
85 village park property.

86 **MOTION:** by Ross/Bourgeau to approve the Special Event Rally Application as presented
87 with the event to be held in Centennial Park on June 11, 2022, waiving the proof of
88 insurance requirement.

89 **Roll call vote:** Ayes: 3. Bourgeau, Cooke, Ross. Nays: 0. Absent: 2. Helmuth, Kemp.
90 Motion adopted.

91
92 b. **Special Events Application 22-02 for Centennial Park-Oakwood Community Church**

93 **MOTION:** by Ross/Bourgeau to approve the Special Events Application for Centennial

94 Park, on August 21, 2022, by Oakwood Community Church as presented with Proof of
95 Insurance and all required paperwork presented and fees paid.
96 **Roll Call Vote:** Ayes: Ross, Bourgeau, Cooke. Nays: 0. Absent: 2 Helmuth, Kemp.
97 Motion adopted.
98

99 **7.) PUBLIC COMMENT:**

- 100 • Evelyn Archer- Counter rally for June 11, 2022.
- 101 • Dan-Council setting a precedence bypassing policy/process.
- 102 • Ron Pietrowski, Ill-advised to approve rally and allow national organization to participate
103 in local student rally.
- 104 • Carolyn-wrongly advertised and promoted on a national website before village approved.
- 105 • Ms. Jones-More on support for students and rally.
- 106 • Thomas Barts-Rally alone, not with national group. Doing a dis-service to the police
107 department.

108
109 **8.) MANAGER, STAFF, & ATTORNEY REPORTS:** None.

110
111 **9.) COUNCIL COMMENTS:** Thanked residents and students for coming to the meeting.
112

113 **10.) ADJOURNMENT:**

114 **MOTION:** by Ross/Bourgeau to adjourn at 7:29 p.m. All in favor. Motion carried.
115
116
117

118 Respectfully Submitted,
119 Tere Onica, Clerk/Treasurer

Kelsey Cooke, President

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank CKG01 GENERAL CHECKING					
05/16/2022	CKG01	716(E)	VISA	CARDMEMBER SERVICE	1,170.96
05/16/2022	CKG01	717(E)	DTE	DTE ENERGY	4,063.79
05/16/2022	CKG01	718(E)	DTE EN-ST	DTE ENERGY - STREET LIGHTING	72.45
05/16/2022	CKG01	719(E)	BIRCH	LINGO COMMUNICATION	273.27
05/26/2022	CKG01	720(E)	AT&T U-VER	AT&T U-VERSE	61.66
05/26/2022	CKG01	721(E)	AVAYA	CIT	268.15
05/26/2022	CKG01	722(E)	CON ENERGY	CONSUMERS ENERGY	2,269.15
05/26/2022	CKG01	723(E)	DTE EN-ST	DTE ENERGY - STREET LIGHTING	3,077.19
05/26/2022	CKG01	724(E)	BIRCH	LINGO COMMUNICATION	183.44
05/05/2022	CKG01	62324	MISC	911 MECHANICAL	1,245.00
05/05/2022	CKG01	62325	ACE	ACE HARDWARE STONES	21.97
05/05/2022	CKG01	62326	AFLAC	AFLAC	260.74
05/05/2022	CKG01	62327	AFSCME	AFSCME COUNCIL 25	166.00
05/05/2022	CKG01	62328	BOS	BOSTICK TRUCK CENTER	356.42
05/05/2022	CKG01	62329	CADILLAC A	CADILLAC ASPHALT LLC	516.00
05/05/2022	CKG01	62330	COM	COMPLETE AUTO REPAIR INC	41.87
05/05/2022	CKG01	62331	DAVIS	DAVIS LISTMAN PLLC	2,994.49
05/05/2022	CKG01	62332	ELHORN ENG	ELHORN ENGINEERING COMPANY	1,320.00
05/05/2022	CKG01	62333	ERC	ENERGY REDUCTION COALITION	576.85
05/05/2022	CKG01	62334	EQUIVEST L	EQUIVEST LOCKBOX	150.00
05/05/2022	CKG01	62335	GFL	GFL ENVIRONMENT	16,665.64
05/05/2022	CKG01	62336	HIGHLAND T	HIGHLAND TREATMENT INC.	4,249.00
05/05/2022	CKG01	62337	HOME DEPOT	HOME DEPOT CREDIT SERVICES	23.91
05/05/2022	CKG01	62338	K&S	K & S TREE SERVICE, INC	5,775.00
05/05/2022	CKG01	62339	KENNEDY SU	KENNEDY SURVEYING INC	85.00
05/05/2022	CKG01	62340	MEI	M.E.I. CONSTRUCTION LLC	890.00
05/05/2022	CKG01	62341	MML WC	MI MUNICIPAL LEAGUE WC FUND	4,143.00
05/05/2022	CKG01	62342	MML WC	VOID	0.00
05/05/2022	CKG01	62343	MIPA	MICHIGAN ASSOCIATION OF PLANNING	675.00
05/05/2022	CKG01	62344	NHC	NEW HORIZON COMMUNICATIONS	367.41
05/05/2022	CKG01	62345	NYE	NYE UNIFORM	178.50
05/05/2022	CKG01	62346	OFFICE DEP	OFFICE DEPOT	167.39
05/05/2022	CKG01	62347	OXFORD ARE	OXFORD AREA CABLE COMMISSION	2,065.03
05/05/2022	CKG01	62348	OXFORD TWP	OXFORD TOWNSHIP	274.94
05/05/2022	CKG01	62349	PATRIOT	PATRIOT FIRE EXTINGUISHERS LLC	153.50
05/05/2022	CKG01	62350	PLANTE	PLANTE MORAN, PLLC	718.00
05/05/2022	CKG01	62351	POLICE OFF	POLICE OFFICERS LABOR COUNCIL	251.25
05/05/2022	CKG01	62352	QUILL CORP	QUILL CORPORATION	78.35
05/05/2022	CKG01	62353	REPUBLIC	REPUBLIC SERVICES #253	2,926.49
05/05/2022	CKG01	62354	SHERMAN PU	SHERMAN PUBLICATIONS INC	334.80
05/05/2022	CKG01	62355	STEVES OX	STEVE'S OXFORD AUTOMOTIVE	368.97
05/05/2022	CKG01	62356	SUPPLY	SUPPLY DEN	395.50
05/05/2022	CKG01	62357	ONICA	TERESA ONICA	630.24
05/05/2022	CKG01	62358	TIFF	TIFF SCRUBBS	247.00
05/05/2022	CKG01	62359	KELLI GREE	TURF ONE INC.	73.85
05/05/2022	CKG01	62360	POSTMASTER	U.S. POSTMASTER	442.53
05/05/2022	CKG01	62361	VANTAGEPOI	VANTAGEPOINT TRANSFER AGENT -	160.00
05/05/2022	CKG01	62362	VERI	VERIZON	174.30
05/05/2022	CKG01	62363	SHERMAN PU	VIEW NEWSPAPER GROUP	481.90
05/05/2022	CKG01	62364	SHERMAN PU	VIEW NEWSPAPER GROUP	243.50
05/05/2022	CKG01	62365	VILLAGE	VILLAGE OF OXFORD	430.70
05/05/2022	CKG01	62366	WASTE	WASTE MANAGEMENT	1,453.62
05/05/2022	CKG01	62367	WATER TECH	WATER TECH	88.00
05/05/2022	CKG01	62368	FLEET SERV	WEX BANK	2,088.26
05/05/2022	CKG01	62369	FLEET SERV	WEX BANK	2,459.73
05/19/2022	CKG01	62370	ACE	ACE HARDWARE STONES	185.08
05/19/2022	CKG01	62371	ACE	VOID	0.00
05/19/2022	CKG01	62372	ADT SECURI	ADT SECURITY SERVICE	369.51
05/19/2022	CKG01	62373	BCBS	BLUE CROSS BLUE SHIELD OF MI	19,356.78
05/19/2022	CKG01	62374	BCBS	VOID	0.00
05/19/2022	CKG01	62375	BURDICK ST	BURDICK ST LANDSCAPE SUPPLY	15.37
05/19/2022	CKG01	62376	CALS	CAL'S AUTO WASH	96.00
05/19/2022	CKG01	62377	ASCEND	DEARBORN NATIONAL	869.90
05/19/2022	CKG01	62378	ASCEND	VOID	0.00
05/19/2022	CKG01	62379	EDW	EDW C LEVY CO	258.35
05/19/2022	CKG01	62380	ENV	ENVIRONMENTAL WOOD SOLUTIONS	620.00
05/19/2022	CKG01	62381	LET	LET THE SUNSHINE IN CLEANING LLC	582.00
05/19/2022	CKG01	62382	LUCID	LUCID BUSINESS STRATEGIES	1,358.50
05/19/2022	CKG01	62383	MC KENNA A	MC KENNA ASSOCIATES INC	8,162.05
05/19/2022	CKG01	62384	MULTITECH	MULTI-TECH SOLUTIONS LLC	2,250.00
05/19/2022	CKG01	62385	OC ECON	OAKLAND COUNTY	70.00
05/19/2022	CKG01	62386	OAKTREASUR	OAKLAND COUNTY TREASURERS	5,981.25
05/19/2022	CKG01	62387	OAKTEK	OAKTEK INC	1,675.00
05/19/2022	CKG01	62388	OXFORD ARE	OXFORD AREA CABLE COMMISSION	5,268.79
05/19/2022	CKG01	62389	OXFORD FIR	OXFORD FIRE DEPARTMENT	225.00
05/19/2022	CKG01	62390	OX POL RES	OXFORD VILLAGE POLICE RESERVE ASSOC	1,393.36
05/19/2022	CKG01	62391	PEP	PEP BOYS #6562	180.13
05/19/2022	CKG01	62392	PREMIER OC	PREMIER OCCUPATIONAL HEALTH	38.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/19/2022	CKG01	62393	QUILL CORP	QUILL CORPORATION	291.93
05/19/2022	CKG01	62394	ROAD COMMI	ROAD COMMISSION FOR OAKLAND CT	64.35
05/19/2022	CKG01	62395	ROWE	ROWE PROFESSIONAL SERVICES CO	3,402.50
05/19/2022	CKG01	62396	SITWORK	SITWORK SERVICES LLC	6,904.00
05/19/2022	CKG01	62397	CHARTER	SPECTRUM	149.98
05/19/2022	CKG01	62398	STATE	STATE CRUSHING, INC	92.00
05/19/2022	CKG01	62399	STEVES OX	STEVE'S OXFORD AUTOMOTIVE	86.08
05/19/2022	CKG01	62400	SUPERIOR	SUPERIOR PLUS	38.80
05/19/2022	CKG01	62401	UNIFIRST C	UNIFIRST CORPORATION	35.00
05/19/2022	CKG01	62402	VILLAGE	VILLAGE OF OXFORD	6,263.34

CKG01 TOTALS:

Total of 88 Checks:	135,132.76
Less 4 Void Checks:	0.00
Total of 84 Disbursements:	135,132.76

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			05/31/2022 NORMAL (ABNORMAL)		
Fund 101 - General Fund					
Revenues					
Function: Unclassified					
Dept 000					
101-000-402.000	Real Property Tax	1,252,607.00	1,261,529.85	(0.71)	
101-000-410.000	Personal Property Tax	50,450.00	58,305.95	(15.57)	
101-000-412.000	DELINQUENT PERSONAL PROPERTY TAXES	500.00	5,916.42	(1,083.2)	
101-000-446.000	Real Property Penalty	2,400.00	2,940.16	(22.51)	
101-000-451.000	Building Licenses	6,000.00	6,225.00	(3.75)	
101-000-452.000	Electrical Con Jrmn License	1,000.00	1,665.00	(66.50)	
101-000-453.000	Heating and Refrig Contr Lic	600.00	1,380.00	(130.00)	
101-000-454.000	Zoning/Solicitors License	2,000.00	575.00	71.25	
101-000-455.000	Plumbing Master/Journ License	1,500.00	910.00	39.33	
101-000-478.000	MRTMA- LOCAL LICENSE	0.00	50,000.00	0.00	
101-000-480.000	Building Permits	20,000.00	32,560.10	(62.80)	
101-000-481.000	Electrical Permits	4,500.00	8,147.00	(81.04)	
101-000-482.000	Heating Permits	4,500.00	7,601.00	(68.91)	
101-000-483.000	Plumbing Permits	2,500.00	3,538.00	(41.52)	
101-000-522.000	GRANTS-CDBG	3,000.00	0.00	100.00	
101-000-528.000	OTHER FEDERAL GRANTS	0.00	186,849.87	0.00	
101-000-543.000	302 FUNDS	750.00	813.56	(8.47)	
101-000-573.000	LOCAL COMMUNITY STABILIZATION	40,000.00	58,633.26	(46.58)	
101-000-575.000	Constitutional Sales Tax	261,000.00	242,590.00	7.05	
101-000-579.000	LIQUOR LICENSE	4,000.00	4,055.15	(1.38)	
101-000-580.000	DOG LICENSES	150.00	807.00	(438.00)	
101-000-608.000	Board of Appeals Fees	400.00	0.00	100.00	
101-000-622.000	Planning Commission Fee	1,000.00	0.00	100.00	
101-000-622.010	DPW Site Plan Review Fee	50.00	0.00	100.00	
101-000-622.020	Lot Split Fees	150.00	0.00	100.00	
101-000-623.000	PLAN REVIEW FEE	5,000.00	32,331.00	(546.62)	
101-000-628.000	PBT COPIES & FEES	200.00	595.00	(197.50)	
101-000-629.000	Cable Franchise Fees	53,106.00	25,383.91	52.20	
101-000-638.000	PARKING IMPOUND TICKET FINES	2,000.00	4,530.00	(126.50)	
101-000-640.000	Rubbish Fees: Residential	167,304.00	187,708.19	(12.20)	
101-000-640.010	Rubbish Fees: Commercial	35,173.00	29,566.55	15.94	
101-000-656.000	VIOLATIONS	50,000.00	76,628.90	(53.26)	
101-000-658.040	SNOW ORDINANCE FINES	500.00	50.00	90.00	
101-000-665.000	Interest Earnings	9,000.00	5,849.75	35.00	
101-000-670.010	Rent	3,600.00	3,300.00	8.33	
101-000-671.020	COMMUNITY ROOM RENTAL	300.00	0.00	100.00	
101-000-677.000	Reimbursements	9,000.00	18,969.42	(110.77)	
101-000-677.030	Youth Assistance	7,000.00	0.00	100.00	
101-000-677.040	Administration Fees	0.00	649.77	0.00	
101-000-679.000	DDA	75,000.00	68,896.74	8.14	
101-000-686.000	Miscellaneous	2,000.00	3,619.24	(80.96)	
101-000-686.200	Donations	1,000.00	0.00	100.00	
101-000-687.000	CDBG Community Development Fu	3,000.00	0.00	100.00	
101-000-694.010	Insufficient Funds Checking	0.00	150.00	0.00	
Total Dept 000		2,082,240.00	2,393,270.79	(14.94)	
Total - Function Unclassified		2,082,240.00	2,393,270.79	(14.94)	
TOTAL REVENUES		2,082,240.00	2,393,270.79	(14.94)	
Expenditures					
Function: Unclassified					
Dept 101 - Council					
101-101-703.000	Council Salaries	2,600.00	1,475.00	43.27	
101-101-723.000	Workers Compensation	202.00	191.75	5.07	
101-101-740.000	Operating Supplies	200.00	0.00	100.00	
101-101-830.000	Membership & Dues	2,994.00	3,077.89	(2.80)	
101-101-864.000	Workshops	1,700.00	50.00	97.06	
101-101-866.000	Mileage	500.00	0.00	100.00	
101-101-867.000	Lodging	400.00	0.00	100.00	
Total Dept 101 - Council		8,596.00	4,794.64	44.22	
Dept 172 - Manager					
101-172-704.000	Wages	47,583.00	47,222.01	0.76	
101-172-705.000	Clerical	693.00	691.84	0.17	
101-172-715.000	FICA	3,693.00	3,665.17	0.75	
101-172-716.000	Medical Insurance	3,349.00	400.40	88.04	
101-172-718.000	Retirement	4,758.00	7,622.81	(60.21)	
101-172-723.000	Workers Compensation	404.00	383.50	5.07	
101-172-740.000	Operating Supplies	600.00	141.05	76.49	

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 101 - General Fund					
Expenditures					
101-172-810.000	Contracted Services	1,015.50	1,193.37		(17.52)
101-172-829.000	Subscriptions	91.00	0.00		100.00
101-172-830.000	Membership & Dues	0.00	100.00		0.00
101-172-864.000	Workshops	500.00	79.03		84.19
101-172-866.000	Mileage	500.00	0.00		100.00
Total Dept 172 - Manager		63,186.50	61,499.18		2.67
Dept 210 - Attorney					
101-210-825.000	Attorney Retainer	10,200.00	0.00		100.00
101-210-826.000	Legal Fees	20,000.00	14,697.14		26.51
101-210-826.070	Legal: Litigation	5,000.00	0.00		100.00
Total Dept 210 - Attorney		35,200.00	14,697.14		58.25
Dept 215 - Clerk					
101-215-704.000	Wages	23,468.00	24,090.25		(2.65)
101-215-715.000	FICA	1,795.00	1,827.61		(1.82)
101-215-716.000	Medical Insurance	2,163.00	1,814.50		16.11
101-215-718.000	Retirement	2,347.00	6,207.58		(164.49)
101-215-723.000	Workers Compensation	404.00	383.50		5.07
101-215-727.000	Office Supplies	2,000.00	1,195.66		40.22
101-215-730.000	Postage	1,500.00	0.00		100.00
101-215-740.000	Operating Supplies	1,000.00	480.00		52.00
101-215-740.030	Computers	1,000.00	1,265.53		(26.55)
101-215-805.000	Payroll Processing	7,150.00	6,788.54		5.06
101-215-810.000	Contracted Services	8,215.50	6,379.97		22.34
101-215-830.000	Membership & Dues	91.00	125.00		(37.36)
101-215-864.000	Workshops	1,000.00	152.31		84.77
101-215-865.000	Meals	50.00	35.00		30.00
101-215-866.000	Mileage	125.00	125.00		0.00
101-215-905.000	Printing & Publications	1,275.00	949.76		25.51
101-215-956.000	Miscellaneous	500.00	0.00		100.00
Total Dept 215 - Clerk		54,083.50	51,820.21		4.18
Dept 253 - Treasurer					
101-253-704.000	Wages	9,026.00	9,636.09		(6.76)
101-253-705.000	CLERICAL	4,156.00	3,459.25		16.76
101-253-715.000	FICA	1,008.00	1,001.80		0.62
101-253-716.000	Medical Insurance	1,530.00	822.80		46.22
101-253-718.000	Retirement	903.00	0.00		100.00
101-253-723.000	Workers Compensation	404.00	383.50		5.07
101-253-810.000	Contracted Services	4,431.50	1,337.34		69.82
101-253-830.000	Membership & Dues	0.00	75.00		0.00
101-253-864.000	Workshops	1,500.00	1,329.24		11.38
101-253-905.000	Printing & Publications	1,200.00	204.00		83.00
101-253-956.000	Miscellaneous	500.00	0.00		100.00
Total Dept 253 - Treasurer		24,658.50	18,249.02		25.99
Dept 265 - Building & Utilities					
101-265-727.000	OFFICE SUPPLIES	2,000.00	94.21		95.29
101-265-775.000	Building Maintenance/Supplies	3,000.00	1,106.67		63.11
101-265-775.010	Civic Center Maintenance	1,500.00	0.00		100.00
101-265-807.000	Audit	2,100.00	2,082.75		0.82
101-265-810.000	Contracted Services	6,224.00	4,514.49		27.47
101-265-813.000	Custodial Services	3,552.00	3,492.00		1.69
101-265-856.000	Telephone	4,788.00	4,426.22		7.56
101-265-910.000	Insurance	2,178.00	2,099.07		3.62
101-265-921.000	Electric	8,702.00	9,422.29		(8.28)
101-265-923.000	Heat	2,945.00	3,857.79		(30.99)
101-265-924.000	Sewer	606.00	589.89		2.66
101-265-924.020	Sewer: DPW	374.00	311.70		16.66
101-265-927.000	Water	486.00	597.26		(22.89)
101-265-927.020	Water: DPW	217.00	181.00		16.59
101-265-929.000	Rubbish	674.00	561.40		16.71
Total Dept 265 - Building & Utilities		39,346.00	33,336.74		15.27
Dept 267 - Beautification Commission					
101-267-740.000	Operating Supplies	1,000.00	19.99		98.00

User: TONICA

DB: Oxford

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			05/31/2022 NORMAL (ABNORMAL)		
Fund 101 - General Fund					
Expenditures					
101-267-830.000	Membership & Dues	20.00	0.00		100.00
Total Dept 267 - Beautification Commission		1,020.00	19.99		98.04
Dept 301 - Police					
101-301-704.000	Wages	351,416.00	321,578.59		8.49
101-301-704.010	ADMIN WAGES	9,135.00	9,018.10		1.28
101-301-705.000	POLICE CLERICAL	39,967.00	37,527.61		6.10
101-301-706.000	Part-time	37,440.00	52,932.81		(41.38)
101-301-709.000	Overtime	11,000.00	19,926.88		(81.15)
101-301-710.010	Leave Time Buyout	4,000.00	0.00		100.00
101-301-711.000	Holiday	2,400.00	0.00		100.00
101-301-715.000	FICA	34,835.00	32,742.56		6.01
101-301-716.000	Medical Insurance	112,073.00	77,821.11		30.56
101-301-718.000	Retirement	57,019.00	52,600.03		7.75
101-301-719.000	OPEB-HEALTH	6,800.00	0.00		100.00
101-301-721.000	UNIFORM ALLOWANCE	3,500.00	4,604.16		(31.55)
101-301-721.010	UNIFORMS - PART TIME	1,000.00	1,983.20		(98.32)
101-301-721.020	Uniforms - Reserves	1,000.00	554.75		44.53
101-301-723.000	Workers Compensation	3,027.00	2,876.25		4.98
101-301-725.000	Unemployment	2,000.00	0.00		100.00
101-301-727.000	Office Supplies	1,500.00	1,545.64		(3.04)
101-301-730.000	Postage	150.00	95.85		36.10
101-301-740.000	Operating Supplies	5,900.00	2,398.52		59.35
101-301-740.030	Computers	22,000.00	22,617.32		(2.81)
101-301-751.000	Diesel Fuel and Gas	16,000.00	21,692.84		(35.58)
101-301-775.000	Building Maintenance/Supplies	3,500.00	4,320.98		(23.46)
101-301-781.000	Materials Car Maintenance	9,000.00	10,175.35		(13.06)
101-301-781.040	Car Washes	800.00	851.00		(6.38)
101-301-803.000	Physicals	500.00	62.00		87.60
101-301-807.000	Audit	1,400.00	1,388.50		0.82
101-301-810.000	CONTRACTED SERVICES	48,970.00	49,585.75		(1.26)
101-301-813.000	Custodial Services	3,552.00	3,492.00		1.69
101-301-826.080	Legal: Prosecutions	22,000.00	16,136.69		26.65
101-301-830.000	Membership & Dues	1,250.00	145.00		88.40
101-301-855.000	Radio Maintenance	500.00	0.00		100.00
101-301-856.000	Telephone	4,320.00	3,269.34		24.32
101-301-856.040	Cellular Phone Fees	1,300.00	821.94		36.77
101-301-858.000	Computer Maintenance	1,500.00	408.99		72.73
101-301-866.000	Mileage	200.00	0.00		100.00
101-301-867.000	Lodging	750.00	393.30		47.56
101-301-880.000	Community Promotion	500.00	522.60		(4.52)
101-301-910.000	Insurance	14,522.00	13,993.80		3.64
101-301-910.010	Insurance - Reserves	2,030.00	0.00		100.00
101-301-921.000	Electric	8,352.00	8,416.61		(0.77)
101-301-923.000	Heat	2,945.00	3,857.78		(30.99)
101-301-924.000	Sewer	606.00	589.89		2.66
101-301-927.000	Water	486.00	597.26		(22.89)
101-301-929.000	Rubbish	674.00	561.40		16.71
101-301-957.000	Contingency: Year End	2,000.00	0.00		100.00
101-301-960.000	Education/Safety Management	5,000.00	5,568.36		(11.37)
101-301-960.020	302 Training	1,281.00	833.04		34.97
101-301-970.000	Capital Improvements	5,000.00	0.00		100.00
Total Dept 301 - Police		865,100.00	788,507.80		8.85
Dept 372 - Code Enforcement					
101-372-704.000	Wages	11,856.00	4,214.68		64.45
101-372-704.010	ADMIN WAGES	4,485.00	4,406.01		1.76
101-372-705.000	Clerical	1,039.00	1,002.01		3.56
101-372-715.000	FICA	986.00	736.13		25.34
101-372-716.000	Medical Insurance	545.00	291.88		46.44
101-372-718.000	Retirement	449.00	0.00		100.00
101-372-723.000	Workers Compensation	404.00	383.50		5.07
101-372-740.000	Operating Supplies	700.00	296.38		57.66
101-372-810.000	Contracted Services	1,500.00	0.00		100.00
101-372-866.000	Mileage	350.00	0.00		100.00
101-372-905.000	Printing & Publications	250.00	56.10		77.56
Total Dept 372 - Code Enforcement		22,564.00	11,386.69		49.54
Dept 376 - Building Department					
101-376-703.050	Building Inspector Fee	29,000.00	23,236.58		19.87
101-376-703.060	Electrical Inspector Fees	4,410.00	5,900.25		(33.79)

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 101 - General Fund					
Expenditures					
101-376-703.070	Plumbing Inspector Fees	1,805.00	2,976.00		(64.88)
101-376-703.080	Heating Inspector Fees	3,900.00	5,528.25		(41.75)
101-376-704.000	Wages	6,290.00	7,700.00		(22.42)
101-376-704.010	ADMIN WAGES	0.00	6,212.77		0.00
101-376-705.000	Clerical	32,900.00	30,646.87		6.85
101-376-715.000	FICA	2,998.00	2,738.21		8.67
101-376-716.000	Medical Insurance	8,272.00	5,665.47		31.51
101-376-723.000	Workers Compensation	404.00	383.50		5.07
101-376-727.000	Office Supplies	700.00	139.28		80.10
101-376-740.000	Operating Supplies	700.00	152.99		78.14
101-376-810.000	Contracted Services	5,317.00	2,831.92		46.74
101-376-905.000	Printing & Publications	200.00	0.00		100.00
Total Dept 376 - Building Department		96,896.00	94,112.09		2.87
Dept 401 - Planning					
101-401-704.000	Wages	2,844.00	0.00		100.00
101-401-704.010	ADMIN WAGES	0.00	2,805.31		0.00
101-401-705.000	Clerical	1,039.00	966.31		7.00
101-401-715.000	PC FICA	297.00	288.51		2.86
101-401-716.000	Medical Insurance	469.00	267.02		43.07
101-401-718.000	Retirement	284.00	0.00		100.00
101-401-810.000	Contracted Services	5,000.00	2,500.00		50.00
101-401-817.000	Planning Consultant	8,500.00	12,536.25		(47.49)
101-401-817.100	Zoning Ordinance Revision	4,000.00	3,707.75		7.31
101-401-817.200	Planning Consultant Contract	10,200.00	8,575.00		15.93
101-401-821.000	Engineering	8,000.00	9,131.25		(14.14)
101-401-905.000	Printing & Publications	2,396.00	1,841.80		23.13
101-401-960.000	Education/Safety Management	0.00	115.00		0.00
Total Dept 401 - Planning		43,029.00	42,734.20		0.69
Dept 402 - Board of Appeals					
101-402-704.010	ADMIN WAGES	1,422.00	1,402.67		1.36
101-402-715.000	ZBA FICA	109.00	107.31		1.55
101-402-716.000	Medical Insurance	111.00	45.19		59.29
101-402-718.000	Retirement	142.00	0.00		100.00
101-402-817.100	Zoning Ordinance Revision	0.00	55.20		0.00
101-402-864.000	WORKSHOPS	375.00	0.00		100.00
101-402-905.000	Printing & Publications	1,526.00	470.78		69.15
Total Dept 402 - Board of Appeals		3,685.00	2,081.15		43.52
Dept 441 - DPW					
101-441-704.000	Wages	58,100.00	57,222.66		1.51
101-441-704.010	ADMIN WAGES	8,533.00	8,415.85		1.37
101-441-705.000	Clerical	4,502.00	4,318.31		4.08
101-441-709.000	Overtime	1,000.00	0.00		100.00
101-441-710.010	Leave Time Buyout	1,800.00	(1,791.93)		199.55
101-441-715.000	FICA	5,518.00	5,131.66		7.00
101-441-716.000	Medical Insurance	23,239.00	13,387.44		42.39
101-441-718.000	Retirement	20,653.00	16,452.77		20.34
101-441-719.000	OPEB-HEALTH	0.00	1,000.00		0.00
101-441-721.000	Uniform Allowance	900.00	397.24		55.86
101-441-723.000	Workers Compensation	3,027.00	2,876.25		4.98
101-441-740.000	Operating Supplies	2,400.00	1,920.45		19.98
101-441-787.000	Materials	400.00	0.00		100.00
101-441-803.000	Physicals	200.00	223.00		(11.50)
101-441-807.000	Audit	1,400.00	1,388.50		0.82
101-441-810.000	Contracted Services	7,803.00	7,533.75		3.45
101-441-856.000	Telephone	1,849.00	1,312.68		29.01
101-441-856.040	Cellular Phone Fees	860.00	706.97		17.79
101-441-866.000	Mileage	100.00	0.00		100.00
101-441-905.000	Printing & Publications	150.00	94.80		36.80
101-441-910.000	Insurance	14,522.00	13,993.80		3.64
101-441-921.000	ELECTRIC - EDISON	1,751.00	1,586.31		9.41
101-441-923.000	Heat	5,595.00	8,680.35		(55.14)
101-441-943.000	Equipment Rental	3,000.00	3,734.50		(24.48)
101-441-960.000	Education/Safety Management	185.00	0.00		100.00
Total Dept 441 - DPW		167,487.00	148,585.36		11.29
Dept 442 - Tree Replacement Program					

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 101 - General Fund				
Expenditures				
101-442-704.000	Wages	500.00	105.53	78.89
101-442-709.000	Overtime	38.00	0.00	100.00
101-442-715.000	FICA	0.00	7.88	0.00
101-442-740.000	Operating Supplies	50.00	0.00	100.00
101-442-787.000	Materials	1,000.00	0.00	100.00
101-442-943.000	Equipment Rental	100.00	55.85	44.15
Total Dept 442 - Tree Replacement Program		1,688.00	169.26	89.97
Dept 443 - Downtown Maintenance				
101-443-704.000	Wages	31,161.00	31,929.20	(2.47)
101-443-709.000	Overtime	4,000.00	1,370.63	65.73
101-443-715.000	FICA	2,690.00	2,481.63	7.75
101-443-716.000	Medical Insurance	11,596.00	7,686.30	33.72
101-443-718.000	Retirement	11,023.00	11,247.41	(2.04)
101-443-723.000	Workers Compensation	605.00	575.25	4.92
101-443-787.000	Materials	1,500.00	1,613.53	(7.57)
101-443-943.000	Equipment Rental	12,000.00	19,544.22	(62.87)
Total Dept 443 - Downtown Maintenance		74,575.00	76,448.17	(2.51)
Dept 444 - Parking Lot Maint/Const.				
101-444-704.000	Wages	13,368.00	17,929.83	(34.13)
101-444-709.000	Overtime	2,200.00	3,249.45	(47.70)
101-444-715.000	FICA	1,191.00	1,582.72	(32.89)
101-444-716.000	Medical Insurance	3,874.00	2,984.37	22.96
101-444-718.000	Retirement	3,906.00	4,618.16	(18.23)
101-444-723.000	Workers Compensation	605.00	575.25	4.92
101-444-787.000	Materials	1,200.00	1,043.49	13.04
101-444-943.000	Equipment Rental	12,000.00	18,598.83	(54.99)
Total Dept 444 - Parking Lot Maint/Const.		38,344.00	50,582.10	(31.92)
Dept 448 - Street Lighting				
101-448-767.030	Lighting Pole Replacement	11,000.00	9,535.00	13.32
101-448-787.000	Materials	1,000.00	587.97	41.20
101-448-810.000	Contracted Services	5,000.00	0.00	100.00
101-448-921.000	Electric	33,612.00	31,782.33	5.44
Total Dept 448 - Street Lighting		50,612.00	41,905.30	17.20
Dept 528 - Rubbish Contracts				
101-528-704.000	Wages	2,844.00	0.00	100.00
101-528-704.010	ADMIN WAGES	0.00	2,805.31	0.00
101-528-705.000	Clerical	2,009.00	1,534.03	23.64
101-528-715.000	RUBBISH FICA	371.00	331.93	10.53
101-528-716.000	Medical Insurance	527.00	271.47	48.49
101-528-718.000	Retirement	284.00	0.00	100.00
101-528-808.000	Rubbish Collection Contract	211,961.00	182,409.26	13.94
101-528-808.010	Commercial Rubbish Contract	33,498.00	32,116.44	4.12
Total Dept 528 - Rubbish Contracts		251,494.00	219,468.44	12.73
Dept 751 - Parks				
101-751-704.000	Wages	12,389.00	14,438.63	(16.54)
101-751-704.010	ADMIN WAGES	1,422.00	1,402.67	1.36
101-751-705.000	Clerical	1,039.00	656.11	36.85
101-751-707.010	Beach Wages	7,600.00	5,238.17	31.08
101-751-709.000	Overtime	400.00	268.86	32.79
101-751-715.000	FICA	1,748.00	1,647.59	5.74
101-751-716.000	Medical Insurance	4,913.00	3,339.01	32.04
101-751-718.000	Retirement	4,642.00	4,355.99	6.16
101-751-723.000	Workers Compensation	605.00	575.25	4.92
101-751-725.000	Unemployment	100.00	0.00	100.00
101-751-740.000	Operating Supplies	1,500.00	1,593.18	(6.21)
101-751-787.000	Materials	500.00	248.00	50.40
101-751-803.000	Physicals	300.00	0.00	100.00
101-751-810.000	Contracted Services	2,000.00	4,344.20	(117.21)
101-751-905.000	Printing & Publications	150.00	214.80	(43.20)
101-751-910.000	Insurance	4,356.00	4,198.14	3.62
101-751-924.000	Sewer	360.00	311.70	13.42
101-751-927.000	WATER-PARKS	240.00	181.00	24.58

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 101 - General Fund				
Expenditures				
101-751-943.000	Equipment Rental	5,000.00	14,903.69	(198.07)
Total Dept 751 - Parks		49,264.00	57,916.99	(17.56)
Dept 852 - Interlocal Gov't. Contracts				
101-852-704.002	Wages - Civic Center Maintena	6,500.00	5,892.58	9.34
101-852-709.002	Overtime - Civic Center	800.00	326.15	59.23
101-852-715.000	FICA	558.00	465.60	16.56
101-852-716.000	Medical Insurance	2,257.00	1,772.59	21.46
101-852-718.000	Retirement	2,295.00	2,210.45	3.68
101-852-723.000	Workers Compensation	605.00	575.25	4.92
101-852-740.000	Operating Supplies	400.00	61.44	84.64
101-852-787.002	Material - Civic Center	9,000.00	737.43	91.81
101-852-810.000	Contracted Services	9,200.00	3,357.68	63.50
101-852-943.000	Equipment Rental	3,000.00	4,183.22	(39.44)
Total Dept 852 - Interlocal Gov't. Contracts		34,615.00	19,582.39	43.43
Dept 960 - Public Relations				
101-960-704.000	WAGES-PART TIME STAFF	16,000.00	12,969.00	18.94
101-960-715.000	FICA-COMMUNITY PROMOTIONS	1,224.00	992.07	18.95
101-960-856.040	Cellular Phone Fees	0.00	600.00	0.00
101-960-880.000	Community Promotion	5,000.00	589.00	88.22
101-960-880.010	Downtown Christmas Decoration	0.00	601.98	0.00
101-960-880.020	Cable Commission	26,553.00	0.00	100.00
Total Dept 960 - Public Relations		48,777.00	15,752.05	67.71
Dept 999 - Miscellaneous				
101-999-704.050	Youth Assistantce Wages	11,000.00	0.00	100.00
101-999-715.000		550.00	0.00	100.00
101-999-999.203	Transfer out - Local Streets	57,700.00	0.00	100.00
Total Dept 999 - Miscellaneous		69,250.00	0.00	100.00
Total - Function Unclassified		2,043,470.50	1,753,648.91	14.18
TOTAL EXPENDITURES		2,043,470.50	1,753,648.91	14.18
Fund 101 - General Fund:				
TOTAL REVENUES		2,082,240.00	2,393,270.79	(14.94)
TOTAL EXPENDITURES		2,043,470.50	1,753,648.91	14.18
NET OF REVENUES & EXPENDITURES		38,769.50	639,621.88	(1,549.8

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	(ABNORMAL)	
Fund 202 - Major Street Fund					
Revenues					
Function: Unclassified					
Dept 000					
202-000-547.000	Gas and Weight Tax	280,000.00	246,320.74		12.03
202-000-547.010	Road Building	13,000.00	0.00		100.00
202-000-581.000	LOCAL GRANT-LRIP	0.00	13,075.00		0.00
202-000-665.000	Interest Earnings	1,000.00	2,491.32		(149.13)
202-000-699.000	OPERATING TRANSFERS IN	199,844.00	0.00		100.00
Total Dept 000		493,844.00	261,887.06		46.97
Total - Function Unclassified		493,844.00	261,887.06		46.97
TOTAL REVENUES		493,844.00	261,887.06		46.97
Expenditures					
Function: Unclassified					
Dept 455 - Construction					
202-455-810.000	Contracted Services	77,718.00	0.00		100.00
202-455-821.000	Engineering	2,000.00	0.00		100.00
Total Dept 455 - Construction		79,718.00	0.00		100.00
Dept 463 - Surface					
202-463-704.000	Wages	17,697.00	19,466.13		(10.00)
202-463-709.000	Overtime	300.00	913.07		(204.36)
202-463-710.010	Leave Time Buyout	2,000.00	0.00		100.00
202-463-715.000	FICA	1,530.00	1,507.03		1.50
202-463-716.000	Medical Insurance	9,901.00	5,854.78		40.87
202-463-718.000	Retirement	6,368.00	7,914.35		(24.28)
202-463-719.000	OPEB-HEALTH	0.00	2,000.00		0.00
202-463-721.000	Uniform Allowance	900.00	567.00		37.00
202-463-723.000	Workers Compensation	807.00	767.00		4.96
202-463-787.000	Materials	3,000.00	7,011.98		(133.73)
202-463-810.000	Contracted Services	226,665.50	15,825.96		93.02
202-463-810.100	Sidewalks	3,000.00	0.00		100.00
202-463-821.000	Engineering	56,000.00	39,849.00		28.84
202-463-943.000	Equipment Rental	15,000.00	23,004.84		(53.37)
202-463-960.000	Education/Safety Management	0.00	352.18		0.00
Total Dept 463 - Surface		343,168.50	125,033.32		63.57
Dept 464 - Non-motorized					
202-464-810.000	Contracted Services	3,500.00	2,990.00		14.57
Total Dept 464 - Non-motorized		3,500.00	2,990.00		14.57
Dept 474 - Traffic					
202-474-704.000	Wages	1,971.00	2,156.94		(9.43)
202-474-709.000	Overtime	200.00	0.00		100.00
202-474-715.000	FICA	166.00	162.37		2.19
202-474-716.000	Medical Insurance	732.00	481.14		34.27
202-474-718.000	Retirement	630.00	593.84		5.74
202-474-787.000	Materials	1,500.00	517.43		65.50
202-474-810.000	Contracted Services	6,500.00	4,878.30		24.95
202-474-810.090	Signal Maintenance	7,500.00	2,416.75		67.78
202-474-943.000	Equipment Rental	1,000.00	1,029.32		(2.93)
Total Dept 474 - Traffic		20,199.00	12,236.09		39.42
Dept 478 - Snow & Ice					
202-478-704.000	Wages	9,005.00	2,098.65		76.69
202-478-709.000	Overtime	3,000.00	1,526.85		49.11
202-478-715.000	FICA	918.00	271.12		70.47
202-478-716.000	Medical Insurance	3,771.00	2,536.94		32.73
202-478-718.000	Retirement	3,240.00	3,034.02		6.36
202-478-787.000	Materials	20,000.00	14,389.99		28.05
202-478-943.000	Equipment Rental	5,500.00	6,062.35		(10.22)
Total Dept 478 - Snow & Ice		45,434.00	29,919.92		34.15

REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 202 - Major Street Fund				
Expenditures				
Dept 484 - Wages Administration				
202-484-704.010	ADMIN WAGES	0.00	1,402.67	0.00
202-484-705.000	Clerical	0.00	1,312.21	0.00
202-484-715.000	FICA	0.00	207.67	0.00
202-484-807.000	Audit	700.00	694.25	0.82
202-484-910.000	Insurance	1,452.00	1,399.38	3.62
Total Dept 484 - Wages Administration		2,152.00	5,016.18	(133.09)
Dept 485 - Debt Service				
202-485-991.000	Principal	0.00	70,000.00	0.00
202-485-995.000	Interest	0.00	3,880.18	0.00
Total Dept 485 - Debt Service		0.00	73,880.18	0.00
Total - Function Unclassified		494,171.50	249,075.69	49.60
TOTAL EXPENDITURES		494,171.50	249,075.69	49.60
Fund 202 - Major Street Fund:				
TOTAL REVENUES		493,844.00	261,887.06	46.97
TOTAL EXPENDITURES		494,171.50	249,075.69	49.60
NET OF REVENUES & EXPENDITURES		(327.50)	12,811.37	(3,811.8

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PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 203 - Local Street Fund					
Revenues					
Function: Unclassified					
Dept 000					
203-000-547.000	Gas and Weight Tax	97,000.00	87,211.40		10.09
203-000-665.000	Interest Earnings	0.00	113.13		0.00
203-000-677.000	Reimbursements	27,000.00	0.00		100.00
203-000-699.000	OPERATING TRANSFERS IN	75,413.00	0.00		100.00
Total Dept 000		199,413.00	87,324.53		56.21
Total - Function Unclassified		199,413.00	87,324.53		56.21
TOTAL REVENUES		199,413.00	87,324.53		56.21
Expenditures					
Function: Unclassified					
Dept 455 - Construction					
203-455-810.000	Contracted Services	33,308.00	623.15		98.13
203-455-821.000	Engineering	6,000.00	9,267.30		(54.46)
Total Dept 455 - Construction		39,308.00	9,890.45		74.84
Dept 463 - Surface					
203-463-704.000	Wages	11,426.00	34,171.38		(199.07)
203-463-709.000	Overtime	500.00	70.36		85.93
203-463-715.000	FICA	912.00	2,554.89		(180.14)
203-463-716.000	Medical Insurance	6,040.00	5,871.15		2.80
203-463-718.000	Retirement	3,960.00	6,982.57		(76.33)
203-463-719.000	OPEB-HEALTH	0.00	1,000.00		0.00
203-463-723.000	Workers Compensation	807.00	767.00		4.96
203-463-787.000	Materials	1,500.00	3,258.98		(117.27)
203-463-810.000	Contracted Services	83,165.50	10,214.33		87.72
203-463-810.100	Sidewalks	1,500.00	0.00		100.00
203-463-943.000	Equipment Rental	6,000.00	36,142.32		(502.37)
203-463-960.000	Education/Safety Management	0.00	352.17		0.00
Total Dept 463 - Surface		115,810.50	101,385.15		12.46
Dept 474 - Traffic					
203-474-704.000	Wages	3,105.00	1,161.35		62.60
203-474-709.000	Overtime	150.00	0.00		100.00
203-474-715.000	FICA	249.00	87.94		64.68
203-474-716.000	Medical Insurance	1,188.00	558.43		52.99
203-474-718.000	Retirement	1,064.00	700.01		34.21
203-474-787.000	Materials	1,200.00	32.62		97.28
203-474-810.000	Contracted Services	200.00	0.00		100.00
203-474-943.000	Equipment Rental	1,000.00	426.66		57.33
Total Dept 474 - Traffic		8,156.00	2,967.01		63.62
Dept 478 - Snow & Ice					
203-478-704.000	Wages	5,806.00	4,209.41		27.50
203-478-709.000	Overtime	4,000.00	2,727.89		31.80
203-478-715.000	FICA	750.00	517.07		31.06
203-478-716.000	Medical Insurance	2,483.00	1,764.32		28.94
203-478-718.000	Retirement	2,115.00	2,167.14		(2.47)
203-478-787.000	Materials	13,000.00	11,750.91		9.61
203-478-943.000	Equipment Rental	6,000.00	10,711.67		(78.53)
Total Dept 478 - Snow & Ice		34,154.00	33,848.41		0.89
Dept 484 - Wages Administration					
203-484-807.000	Audit	860.00	694.25		19.27
203-484-910.000	Insurance	1,452.00	1,399.38		3.62
Total Dept 484 - Wages Administration		2,312.00	2,093.63		9.45
Dept 485 - Debt Service					
203-485-991.000	Principal	0.00	30,000.00		0.00
203-485-995.000	Interest	0.00	1,662.94		0.00

REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 203 - Local Street Fund Expenditures				
	Total Dept 485 - Debt Service	0.00	31,662.94	0.00
	Total - Function Unclassified	199,740.50	181,847.59	8.96
	TOTAL EXPENDITURES	199,740.50	181,847.59	8.96
Fund 203 - Local Street Fund:				
	TOTAL REVENUES	199,413.00	87,324.53	56.21
	TOTAL EXPENDITURES	199,740.50	181,847.59	8.96
	NET OF REVENUES & EXPENDITURES	(327.50)	(94,523.06)	(28,762.)

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 296 - DDA Operating				
Revenues				
Function: Unclassified				
Dept 000				
296-000-401.000	Township Operating	210,000.00	265,834.51	(26.59)
296-000-401.010	Village Revenue	183,000.00	177,386.87	3.07
296-000-401.020	STATE PERSONAL PROPERTY TAX	30,000.00	36,219.23	(20.73)
296-000-412.000	Delinquent Property Taxes	2,000.00	4,697.44	(134.87)
296-000-581.000	LOCAL GRANT	0.00	2,957.99	0.00
296-000-654.010	TROLLY	0.00	5,057.00	0.00
296-000-665.000	Interest Earnings	500.00	1,311.30	(162.26)
296-000-671.040	Scarecrow Festival	1,000.00	100.00	90.00
296-000-671.080	Concerts in the Park	2,000.00	2,000.00	0.00
296-000-671.090	Holiday Promotions	4,500.00	3,006.00	33.20
296-000-674.010	ICE FESTIVAL	0.00	4,350.00	0.00
296-000-675.000	GIFT CARD PROMO	0.00	1,035.00	0.00
Total Dept 000		433,000.00	503,955.34	(16.39)
Total - Function Unclassified		433,000.00	503,955.34	(16.39)
TOTAL REVENUES		433,000.00	503,955.34	(16.39)
Expenditures				
Function: Unclassified				
Dept 729 - Organization/Administration				
296-729-704.000	Wages	60,000.00	61,666.80	(2.78)
296-729-705.000	CLERICAL	8,000.00	0.00	100.00
296-729-715.000	FICA	4,600.00	4,717.66	(2.56)
296-729-716.000	Medical Insurance	4,800.00	0.00	100.00
296-729-716.001	LIFE, ST/LT DISABILITY	688.00	577.26	16.10
296-729-718.000	Retirement	6,000.00	5,600.64	6.66
296-729-723.000	Workers Compensation	807.00	767.00	4.96
296-729-727.000	Office Supplies	500.00	75.49	84.90
296-729-740.000	Operating Supplies	0.00	55.00	0.00
296-729-807.000	Audit	200.00	694.25	(247.13)
296-729-810.000	Contracted Services	1,027.50	1,390.08	(35.29)
296-729-810.011	Downtown Cleaning	50,000.00	45,833.37	8.33
296-729-810.111	Enforcement Transfer	25,000.00	23,063.37	7.75
296-729-810.140	Contracted Services - Website	1,200.00	3,091.81	(157.65)
296-729-830.000	Membership & Dues	991.00	330.00	66.70
296-729-856.040	Cellular Phone Fees	648.00	512.15	20.96
296-729-864.000	Workshops	200.00	317.20	(58.60)
296-729-864.010	Director - Conference	1,500.00	70.00	95.33
296-729-866.000	Mileage	100.00	40.77	59.23
296-729-867.000	Lodging	250.00	0.00	100.00
296-729-868.000	Meals	250.00	0.00	100.00
296-729-900.000	Advertising	0.00	103.30	0.00
296-729-905.000	Printing & Publications	0.00	88.00	0.00
296-729-910.000	Insurance	3,980.00	3,848.45	3.31
296-729-920.000	Utilities	590.00	688.41	(16.68)
296-729-970.000	Capital Improvements	0.00	133.43	0.00
296-729-999.394	Transfer to Debt Service	62,017.00	0.00	100.00
296-729-999.494	Transfer Out - DDA Constructi	0.00	42,235.30	0.00
Total Dept 729 - Organization/Administration		233,348.50	195,899.74	16.05
Dept 730 - Design				
296-730-727.000	Office Supplies	0.00	55.00	0.00
296-730-740.230	Operating Supplies - Flowers	2,500.00	0.00	100.00
296-730-810.000	Contracted Services	20,000.00	4,520.50	77.40
296-730-810.160	Contracted Services - Downtow	0.00	8,272.50	0.00
296-730-900.000	Advertising	0.00	1,085.02	0.00
296-730-970.000	Capital Improvements	100,000.00	1,241.00	98.76
296-730-996.040	Grant - Awning	0.00	2,652.50	0.00
296-730-996.050	Grant - Sign	20,000.00	4,836.72	75.82
296-730-996.060	Grant - Facade	20,000.00	25,888.66	(29.44)
Total Dept 730 - Design		162,500.00	48,551.90	70.12
Dept 731 - Economic Restructuring				
296-731-810.000	Contracted Services	4,000.00	0.00	100.00
Total Dept 731 - Economic Restructuring		4,000.00	0.00	100.00

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 296 - DDA Operating					
Expenditures					
Dept 734 - BUSINESS & EVENTS					
296-734-810.340	ICE FESTVAL	0.00		7,092.72	0.00
296-734-882.000	TROLLY	0.00		3,499.78	0.00
Total Dept 734 - BUSINESS & EVENTS		0.00		10,592.50	0.00
Dept 961 - Promotions					
296-961-740.000	Operating Supplies	0.00		97.33	0.00
296-961-740.310	EVENTS	9,700.00		11,528.78	(18.85)
296-961-740.360	BUSINESS PROMOTION	4,000.00		24.35	99.39
296-961-810.000	Contracted Services	0.00		941.00	0.00
296-961-810.310	IMAGE PROMO	4,000.00		494.00	87.65
296-961-810.350	Contracted Services - Concert	0.00		3,726.68	0.00
296-961-810.360	Contracted Services - Scarecr	0.00		2,486.10	0.00
296-961-900.000	Advertising	0.00		2,747.43	0.00
296-961-900.350	Advertising - Concerts	0.00		195.88	0.00
296-961-900.360	Advertising - Scarecrow	0.00		1,669.91	0.00
Total Dept 961 - Promotions		17,700.00		23,911.46	(35.09)
Total - Function Unclassified		417,548.50		278,955.60	33.19
TOTAL EXPENDITURES		417,548.50		278,955.60	33.19
Fund 296 - DDA Operating:					
TOTAL REVENUES		433,000.00		503,955.34	(16.39)
TOTAL EXPENDITURES		417,548.50		278,955.60	33.19
NET OF REVENUES & EXPENDITURES		15,451.50		224,999.74	(1,356.1)

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE	
			05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 590 - Sewer Fund				
Revenues				
Function: Unclassified				
Dept 000				
590-000-642.000	Collections	740,000.00	641,153.44	13.36
590-000-642.010	Penalties on Usage	2,000.00	9,045.41	(352.27)
590-000-665.000	Interest Earnings	3,000.00	3,013.14	(0.44)
590-000-672.050	New Connection	2,000.00	17,950.00	(797.50)
590-000-677.000	Reimbursements	0.00	433.54	0.00
Total Dept 000		747,000.00	671,595.53	10.09
Total - Function Unclassified		747,000.00	671,595.53	10.09
TOTAL REVENUES		747,000.00	671,595.53	10.09
Expenditures				
Function: Unclassified				
Dept 521 - Sewer				
590-521-704.000	Wages	44,544.00	9,886.34	77.81
590-521-704.010	ADMIN WAGES	9,736.00	10,020.50	(2.92)
590-521-705.000	Clerical	7,619.00	7,252.93	4.80
590-521-709.000	Overtime	0.00	164.36	0.00
590-521-715.000	FICA	4,735.00	2,069.14	56.30
590-521-716.000	Medical Insurance	20,378.00	11,327.20	44.41
590-521-718.000	Retirement	16,650.00	15,585.97	6.39
590-521-719.000	OPEB-HEALTH	0.00	2,000.00	0.00
590-521-721.000	Uniform Allowance	1,100.00	152.51	86.14
590-521-723.000	Workers Compensation	2,018.00	1,917.50	4.98
590-521-727.000	Office Supplies	200.00	0.00	100.00
590-521-730.000	Postage	200.00	0.00	100.00
590-521-740.000	Operating Supplies	500.00	424.89	15.02
590-521-787.000	Materials	1,000.00	546.00	45.40
590-521-807.000	Audit	2,800.00	2,777.00	0.82
590-521-810.000	Contracted Services	29,525.50	15,288.75	48.22
590-521-815.000	Oakland County Usage Fees	434,292.00	316,128.06	27.21
590-521-826.000	Legal Fees	1,000.00	0.00	100.00
590-521-856.020	Telephone - DPW	240.00	132.00	45.00
590-521-856.040	CELLULAR PHONE FEES	0.00	120.00	0.00
590-521-905.000	Printing & Publications	100.00	60.00	40.00
590-521-910.000	Insurance	3,630.00	3,498.45	3.62
590-521-943.000	Equipment Rental	23,000.00	7,457.43	67.58
590-521-957.000	Contingency: Year End	5,000.00	0.00	100.00
590-521-991.020	Bond - Interceptor	115,000.00	97,152.81	15.52
590-521-992.000	Fees	0.00	13.68	0.00
590-521-995.030	Interest Interceptor	17,000.00	34,212.59	(101.25)
Total Dept 521 - Sewer		740,267.50	538,188.11	27.30
Total - Function Unclassified		740,267.50	538,188.11	27.30
TOTAL EXPENDITURES		740,267.50	538,188.11	27.30
Fund 590 - Sewer Fund:				
TOTAL REVENUES		747,000.00	671,595.53	10.09
TOTAL EXPENDITURES		740,267.50	538,188.11	27.30
NET OF REVENUES & EXPENDITURES		6,732.50	133,407.42	(1,881.5)

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PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 591 - Water Fund					
Revenues					
Function: Unclassified					
Dept 000					
591-000-642.000	Collections	740,000.00	347,697.52		53.01
591-000-642.010	Penalties on Usage	7,000.00	9,621.47		(37.45)
591-000-642.030	Collections - Fixed	0.00	293,813.06		0.00
591-000-665.000	Interest Earnings	4,500.00	2,591.31		42.42
591-000-672.060	Capital Charges	5,000.00	15,400.00		(208.00)
591-000-677.000	Reimbursements	0.00	530.00		0.00
591-000-686.000	Miscellaneous	0.00	8,728.00		0.00
591-000-699.000	OPERATING TRANSFERS IN	260,955.00	0.00		100.00
Total Dept 000		1,017,455.00	678,381.36		33.33
Total - Function Unclassified		1,017,455.00	678,381.36		33.33
TOTAL REVENUES		1,017,455.00	678,381.36		33.33
Expenditures					
Function: Unclassified					
Dept 556 - Water Maintenance					
591-556-704.000	Wages	81,814.00	29,831.04		63.54
591-556-704.010	ADMIN WAGES	9,736.00	10,020.50		(2.92)
591-556-705.000	Clerical	10,390.00	9,674.40		6.89
591-556-709.000	Overtime	500.00	398.81		20.24
591-556-715.000	FICA	7,837.00	3,737.32		52.31
591-556-716.000	Medical Insurance	33,027.00	23,183.16		29.81
591-556-718.000	Retirement	32,345.00	32,706.40		(1.12)
591-556-719.000	OPEB-HEALTH	0.00	2,000.00		0.00
591-556-721.000	Uniform Allowance	1,100.00	117.52		89.32
591-556-723.000	Workers Compensation	3,027.00	2,876.25		4.98
591-556-727.000	Office Supplies	100.00	0.00		100.00
591-556-730.000	POSTAGE & ADVERTISING	5,520.00	5,178.25		6.19
591-556-740.000	Operating Supplies	2,500.00	2,313.89		7.44
591-556-754.000	Tools	1,500.00	0.00		100.00
591-556-787.000	Materials	7,000.00	78.89		98.87
591-556-807.000	Audit	2,800.00	2,777.00		0.82
591-556-810.000	Contracted Services	23,610.50	14,308.19		39.40
591-556-821.000	Engineering	32,000.00	22,613.50		29.33
591-556-826.000	Legal Fees	1,000.00	0.00		100.00
591-556-856.020	Telephone - DPW	240.00	132.00		45.00
591-556-856.040	Cellular Phone Fees	0.00	120.00		0.00
591-556-943.000	Equipment Rental	20,000.00	18,833.57		5.83
591-556-960.000	Education/Safety Management	1,200.00	420.00		65.00
591-556-970.000	Capital Improvements	285,000.00	71,667.76		74.85
Total Dept 556 - Water Maintenance		562,246.50	252,988.45		55.00
Dept 557 - Water Plant					
591-557-730.000	Postage	650.00	0.00		100.00
591-557-740.000	Operating Supplies	600.00	0.00		100.00
591-557-743.000	Chemicals	52,000.00	24,268.84		53.33
591-557-751.000	Diesel Fuel and Gas	600.00	811.45		(35.24)
591-557-787.000	Materials	5,500.00	220.60		95.99
591-557-810.000	Contracted Services	64,473.00	57,772.22		10.39
591-557-856.000	Telephone	3,207.00	2,710.09		15.49
591-557-910.000	Insurance	15,974.00	15,393.18		3.64
591-557-921.000	Electric	35,633.00	29,827.63		16.29
591-557-923.000	Heat	1,044.00	1,582.02		(51.53)
591-557-924.000	Sewer	374.00	311.68		16.66
591-557-927.000	Water	217.00	180.89		16.64
591-557-931.000	Building Maintenance	500.00	4.99		99.00
591-557-933.010	Equipment Maintenance Contrac	1,500.00	0.00		100.00
591-557-958.000	Membership & Dues	500.00	0.00		100.00
591-557-991.000	Principal	257,284.00	0.00		100.00
591-557-995.000	Interest	16,135.00	16,134.75		0.00
Total Dept 557 - Water Plant		456,191.00	149,218.34		67.29
Total - Function Unclassified		1,018,437.50	402,206.79		60.51
TOTAL EXPENDITURES		1,018,437.50	402,206.79		60.51

REVENUE AND EXPENDITURE REPORT FOR OXFORD VILLAGE
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	% BDGT REMAIN
Fund 591 - Water Fund				
Fund 591 - Water Fund:				
TOTAL REVENUES				
TOTAL EXPENDITURES		1,017,455.00	678,381.36	33.33
NET OF REVENUES & EXPENDITURES		1,018,437.50	402,206.79	60.51
		(982.50)	276,174.57	(28,009.

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE		% BDGT REMAIN
			NORMAL	05/31/2022 (ABNORMAL)	
Fund 661 - Motor Equipment - DPW					
Revenues					
Function: Unclassified					
Dept 000					
661-000-556.000	STATE GRANT	161,211.00		0.00	100.00
661-000-665.000	Interest Earnings	2,000.00		1,293.40	35.33
661-000-676.202	Major Streets Equipment Renta	18,000.00		30,096.51	(67.20)
661-000-676.203	Local Streets Equipment Renta	14,000.00		47,280.65	(237.72)
661-000-676.441	DPW Equipment Rental	36,000.00		61,020.31	(69.50)
661-000-676.590	Sewer Equipment Rental	10,000.00		7,457.43	25.43
661-000-676.591	Water Equipment Rental	20,000.00		18,833.57	5.83
Total Dept 000		261,211.00		165,981.87	36.46
Total - Function Unclassified		261,211.00		165,981.87	36.46
TOTAL REVENUES		261,211.00		165,981.87	36.46
Expenditures					
Function: Unclassified					
Dept 958 - Motor Equipment					
661-958-704.000	Wages	19,528.00		39,524.11	(102.40)
661-958-704.010	ADMIN WAGES	0.00		1,402.67	0.00
661-958-705.000	Clerical	0.00		1,312.21	0.00
661-958-709.000	Overtime	300.00		35.18	88.27
661-958-710.010	Leave Time Buyout	1,800.00		0.00	100.00
661-958-715.000	FICA	1,655.00		3,153.46	(90.54)
661-958-716.000	Medical Insurance	10,265.00		4,400.04	57.14
661-958-718.000	Retirement	7,020.00		6,202.27	11.65
661-958-719.000	OPEB-HEALTH	0.00		2,000.00	0.00
661-958-721.000	Uniform Allowance	900.00		731.32	18.74
661-958-723.000	Workers Compensation	2,018.00		1,917.50	4.98
661-958-751.000	Diesel Fuel and Gas	12,000.00		16,528.42	(37.74)
661-958-752.000	Oil and Grease	1,300.00		846.32	34.90
661-958-753.000	Anti-Freeze	150.00		74.24	50.51
661-958-754.000	Tools	400.00		330.19	17.45
661-958-776.000	DPW Building Maint and Suppli	1,200.00		1,944.78	(62.07)
661-958-781.030	DPW Repair Parts	10,000.00		5,599.03	44.01
661-958-807.000	Audit	1,400.00		1,388.50	0.82
661-958-810.000	Contracted Services	10,184.00		12,226.87	(20.06)
661-958-910.000	Insurance	10,891.00		10,495.35	3.63
661-958-960.000	Education/Safety Management	200.00		0.00	100.00
661-958-977.000	Vehicle	0.00		7,200.00	0.00
661-958-979.000	DPW Equipment	170,000.00		1,943.87	98.86
Total Dept 958 - Motor Equipment		261,211.00		119,256.33	54.34
Total - Function Unclassified		261,211.00		119,256.33	54.34
TOTAL EXPENDITURES		261,211.00		119,256.33	54.34
Fund 661 - Motor Equipment - DPW:					
TOTAL REVENUES		261,211.00		165,981.87	36.46
TOTAL EXPENDITURES		261,211.00		119,256.33	54.34
NET OF REVENUES & EXPENDITURES		0.00		46,725.54	0.00
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS		5,234,163.00		4,762,396.48	9.01
TOTAL EXPENDITURES - ALL FUNDS					
TOTAL EXPENDITURES - ALL FUNDS		5,174,847.00		3,523,179.02	31.92
NET OF REVENUES & EXPENDITURES		59,316.00		1,239,217.46	(1,989.1

7 b. iii

Budget amendments needed

YTD revenue is \$2,474,777.00 vs. \$2,082,240.00 (\$392,000.00 more than budgeted). About \$187,000.00 of that overage is the ARPA funds. With extra permit activity we get additional revenue and additional inspection and plan review expenditures.

Account #	Account name	Budgeted amount	new amount	reason for amendment
101-172-718	Manager - Retirement	\$ 4,758.00	\$ 7,800.00	Allocation correction
101-172-704	Manager - wages	\$ 47,583.00	\$ 51,580.00	Wage allocation correction
101-215-704	Clerk - wages	\$ 23,468.00	\$ 27,468.00	Wage allocation correction
101-215-718	Clerk - Retirement	\$ 2,347.00	\$ 6,600.00	Allocation correction
101-301-751	PD - Fuel and gas	\$ 16,000.00	\$ 24,000.00	Increase in gas prices
101-301-921	PD - Electric	\$ 8,352.00	\$ 8,850.00	more cost than budgeted
101-301-703.050	Bldg. Dept. Bldg. Inspector fee	\$ 29,000.00	\$ 30,000.00	more inspections than planned (More revenue too)
101-371-703.060	Bldg. Dept. Elec Inspector fee	\$ 4,410.00	\$ 6,900.00	more inspections than planned (More revenue too)
101-371-703.070	Bldg. Dept. Plumbing inspector	\$ 1,805.00	\$ 4,900.00	more inspections than planned (More revenue too)
101-371-703.080	Bldg. Dept. Heating Inspector	\$ 3,900.00	\$ 8,800.00	more inspections than planned (More revenue too)
101-701-817	Planning Consultant Contract	\$ 18,700.00	\$ 22,000.00	increased site plan reviews - paid by applicants
101-701-821	Engineering	\$ 8,000.00	\$ 10,000.00	increased site plan reviews - paid by applicants
101-453-704	DPW D-Town Maint. Wages	\$ 31,161.00	\$ 37,600.00	More work in Downtown than budgeted
101-453-943	DPW D-Town Maint. - Motor Equip.	\$ 12,000.00	\$ 25,000.00	More work in Downtown than budgeted
101-454-704	DPW - Parking Lot Maint. - Wages	\$ 13,368.00	\$ 19,000.00	More work in Downtown than budgeted
101-454-718	DPW - Parking Lot Maint. - Retirement	\$ 3,906.00	\$ 5,500.00	More work in Downtown than budgeted
101-751-704	Wages	\$ 12,389.00	\$ 17,000.00	More DPW work than planned
101-751-810	Contracted services	\$ 2,000.00	\$ 5,000.00	tree fell on neighbor fence, tree removal fence replaced
101-751-943	Equipment rental	\$ 5,000.00	\$ 17,000.00	More DPW work than planned
		\$ 248,147.00	\$ 334,998.00	

Village of Oxford

ARTICLE V. Section 10, RESIDENTIAL RENTAL INSPECTION ORDINANCE

Sec. 10-101. 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 inspection 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. The Village hereby finds that the most efficient system to achieve these objectives is a program that requires the inspection of residential rental units within the Village and providing the Village with certain defined inspection rights for residential rental units under defined circumstances.

Sec. 10-102. 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. Any term not specifically defined shall have its plain meaning.

- (a) **Dwelling unit** means a building, structure, mobile home, or portion thereof, designed for occupancy for residential purposes and having cooking facilities and sanitary facilities, except for the following:
- (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 written 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 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; and
 - (7) Dwelling units in which an owner of such unit resides unless the nonowner occupant(s) of such dwelling unit pays rent or makes other forms of compensation to the owner for occupancy of the dwelling unit.

- (b) **Landlord** means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit to any person.
- (c) **Owner** means the legal title holder of a rental unit or the premises within which the rental unit is situated.
- (d) **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.
- (e) **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.
- (f) **Premises** means a lot, plot, or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.
- (g) **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.
- (h) **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. 10-103. Requirements.

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

Sec. 10-104. Inspections Scope.

Inspections under this Ordinance shall be conducted consistent with the provisions and inspection criteria herein, and shall be limited to the following:

- (a.) Proof (dated receipt signed by the technician) of inspection of furnace by a licensed heating contractor, showing type of test performed and heat exchanger inspection.
- (b.) Outlets in kitchen within 6' of a water source must be GFI protected
- (c.) GFI outlets in bathrooms.
- (d.) 60amp minimum service.

- (e.) Any exterior outlets must be GFI protected.
- (f.) Smoke detectors must be installed on every level of the home (including basement) every bedroom and in hall immediately next to bedrooms.
- (g.) Handrails must be in place and secure at all stairs.
- (h.) Any deck, landing or porch more than 30" off the ground must have a code compliant guard rail.

Sec. 10-105. Inspection Timing.

The enforcing officer for the Village shall inspect the residential rental unit within 60 days of registration as required under Article V, Sec. 10-86, and every three (3) years thereafter.

Aside from the initial inspection and the ensuing three (3)-year inspections, the village enforcement officer 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:

- (a) Upon the request of an owner of a rental unit for a voluntary and advisory inspection;
- (b) Upon receipt of a written complaint from an owner or tenant;
- (c) 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;
- (d) 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;
- (e) Upon the enforcing officer's receipt of information that a rental unit is not registered with the Village as required;
- (f) Upon receiving a report or making an observation that a dwelling unit is unoccupied and unsecured or that a dwelling is damaged by fire;
- (g) If there is a need to determine compliance with a notice or an order issued by the Village;
- (h) If a life safety issue or an emergency is observed or is reasonably believed to exist.

Sec. 10-106. Inspection Procedures.

(a) If, upon completion of an inspection, the rental unit(s) are found to be in violation of one or more of the applicable Village inspection criteria, the Village enforcing officer shall provide the owner with written notice of such violations. The Village enforcing officer 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 Village enforcing officer may take any action necessary to enforce compliance with this ordinance.

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

(d) If an inspection is scheduled and the owner fails to appear, an inspection fee consistent with the then existing Village Fee Schedule shall be assessed against the owner and an additional inspection fee shall be charged for the actual inspection.

(e) All correction notices and appeals to correction orders shall be governed by the property maintenance code.

Sec. 10-107. Fees.

The initial inspection following registration shall include a fee that is consistent with the then existing Village Fee Schedule and shall be owing in accordance with the following:

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

(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 found to be in compliance.

(c) If an inspection is initiated by a complaint and if a violation is found to exist, a fee that is consistent with the then existing Village Fee Schedule shall be owing.

- (d) For the second additional inspection following the initial inspection after registration and notice of deficiency, an additional fee that is consistent with the then existing Village Fee Schedule shall be owing; and
- (e) For all inspections after the second additional inspection and notice of deficiency, an additional fee that is consistent with the then existing Village Fee Schedule shall be owing. All rental inspection fees shall be paid within thirty (30) days of billing.

Sec. 10-108. Maintenance of records.

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

Sec. 10-109. Enforcement authority.

(a) *Enforcing officer.* It shall be the duty and responsibility of the Village enforcing officer 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 Village enforcing officer has authority to issue and serve appearance tickets regarding 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 Village enforcing officer. Wherever, in the opinion of the Village 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 Village 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 Village 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 Village 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 Village 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 Village 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 residential rental 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 Village enforcing officer 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. 6-110. 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.

Village of Oxford

Article V, Residential Rental Inspection Ordinance No. 418

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.

Teresa L. Onica
Village of Oxford Clerk/Treasurer
Adopted:
Publication Date:
Effective Date:

Kelsey Cooke, Village Council President

CERTIFICATION:

I, Teresa L., Onica, the duly appointed and acting Clerk of the Village of Oxford, Oakland County, Michigan do hereby certify that the foregoing ordinance No. 418, ARTICLE V. Section 10, Residential Inspection Ordinance, was adopted by the Village of Oxford Council by Roll Call Vote at a regular meeting held on the ___ day of ___ 2022, at which a quorum was present and voting. This ordinance will take effect 30-days following publication.

Teresa L. Onica

9. a.

2022 EMERGENCY FEDERAL LAW ENFORCEMENT ASSISTANCE (EFLEA)

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

Oxford Village Police Department

hereinafter referred to as the "Contractor"

for

MSP Project Number: EFLEA-2022-07

I. Period of Agreement:

This Agreement shall commence on **11/30/2021** and continue through **11/29/2022**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds, the total amount of this Agreement is \$5,259.20.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$5,259.20.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.824.
- D. The CFDA Title is Emergency Law Enforcement Assistance Grant.
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 15PBJA-22-GG-00015-EFLE.
- G. The federal program title is BJA FY 2022 Invited to Apply – Emergency Federal Law Enforcement Assistance Program 2.

III. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Changes to the Program Budget by the Contractor are not permitted. Costs are pre-approved relating to the Oxford High School shooting that occurred on November 30, 2021.

Budget deviation allowances are not permitted.

IV. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's FY 2022 Emergency Federal Law Enforcement Assistance (EFLEA) Program # 15PBJA-22-GG-00015-EFLE, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, an FSR must be prepared and submitted to the Department to receive reimbursement. The reimbursement request may

only contain pre-approved expenses as detailed in your Program Budget (Attachment 1). Reimbursement requests that include other expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. Audits:

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. Single Audit:

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. Financial Statement Audit:

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in total funding from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. Due Date and Submission Information:

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

- ii. **Delinquent Audit Status Notification Letter:**
Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

- e. **Other Audits:**
The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

- E. **Record Maintenance/Retention:**
Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

- F. **Authorized Access:**
Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

- G. **Notification of Modifications:**
The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

- H. **Software Compliance:**
The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

- I. **Notification of Criminal or Administrative Investigations/Charges:**
If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

- V. **Department Responsibilities:**
The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the

Contractor.

VI. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 898-9496
Email: beckern@michigan.gov

VII. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

VIII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

IX. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

X. Liability:

A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XI. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the start of the Period of Agreement (November 30, 2021).
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJA-22-GG-00015-EFLE are agreed to by the Contractor.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XII. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.
- F. **Standard Assurances:**
The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with

Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist with the Contractor during site monitoring visits and desk audits.

7. For the purposes of the Emergency Federal Law Enforcement Assistance Program, the development and implementation of an Equal Employment Opportunity Plan (EEOP) is not an applicable requirement.

8. If the Contractor is a governmental entity:

a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,

b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**

It is imperative that the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.

5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XIII. Unallowable Expenses and Activities:

- Any expenses not related to the Oxford High School shooting that occurred on November 30, 2021.
- Any expenses not pre-approved and included in your Program Budget (Attachment 1).

XIV. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

XV. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XVI. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XVII. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XVIII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XIX. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Ms. Nancy Becker Bennett		

2022 EMERGENCY FEDERAL LAW ENFORCEMENT ASSISTANCE (EFLEA) PROGRAM
FINANCIAL STATUS REPORT (FSR)

I. Applicant's Information			
1. Agency Name Oxford Village Police Department		2. Grant Number EFLEA-2022-07	
3. Address 22 W Burdick St		4. City Oxford	5. State MI
		6. ZIP Code 48371	
II. Expenditure Detail (Must Attach Payment Documents such as Invoice(s) and Canceled Check(s))			
7. Expense Category	8. Expense Description	9. Total Expenditure Incurred	
A. Overtime	OT for response, vigil, security, coverage	\$ 5,259.20	
B. Wages and Fringe		\$ 0	
10. Total Amount Incurred this Period		\$5,259.20	
III. Reimbursement Request			
11. Amount Requested for Reimbursement		\$ 5,259.20	
IV. Certification			
I certify all statements in this report, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required reports may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant or have falsified any information. By way of signature, I agree with all the conditions of this grant program.			
Agency's Authorized Official or Financial Officer Signature		Date	
Printed Name of Authorized Official or Financial Officer		Title of Authorized Official or Financial Officer	
For MSP Use Only			
Reviewed By	Date	Approved By	Date
Date sent to finance for payment:		Date received confirmation of payment:	

PROGRAM BUDGET

EFLEA-2022-07

Oxford Village Police Department – \$5,259.20

Overtime Expenses

- Officer Ellis, 14.5 OT hours
- Officer Rouse, 2 OT hours
- Officer Churchill, 10 OT hours
- Officer Grech, 111 OT hours
- Officer Chupick, 72 OT hours
- Officer Ascroft, 8 OT hours
- Officer Irish, 8 OT hours

Budget Total: \$5,259.20

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Nancy,

BJA offers our condolences to the victims of the Oxford High School shooting and our support through BJA's Emergency Federal Law Enforcement Assistance (EFLEA) Program. The EFLEA Program authorizes funds to be awarded to (and through) a state government for the purpose of providing an adequate response to an uncommon situation which requires law enforcement, which is or threatens to become of serious or epidemic proportions, and with respect to which state and local resources are inadequate to protect the lives and property of citizens, or to enforce criminal law.

Requests for EFLEA funds must be submitted in writing to the BJA Director through your agency, the State Administering Agency (SAA) for the JAG Program. After your request is reviewed by the BJA Director and formally approved by OJP's Assistant Attorney General, BJA will invite the Michigan State Police to submit a formal application and provide you with guidance on how to do so.

To get this process started, you will need to submit a letter addressed to BJA Acting Director Kristen Mahoney that requests EFLEA Program Assistance, describes the "law enforcement emergency which required a law enforcement response for which state and local resources are inadequate to protect the lives and property of citizens, or to enforce criminal law and which is or threatens to become of serious or epidemic proportions," and includes a budget that details the law enforcement costs that you seek reimbursement for that were incurred by the state and/or locals in response to the shooting incident. Direct administrative costs are not allowed. You can use the budget detail worksheet available online at <https://www.ojp.gov/funding/apply/forms/ojp-budget-detail-worksheet>.

If you can, please submit your letter and budget request via email to me by Friday, January 7, 2022. We can grant you additional time to submit your request if needed, just let me know

Contact me if you have any questions.

Thanks,

Jonathan Faley
Associate Deputy Director
BJA Programs Office

Office: 202-514-2350
Cell: 202-598-5069
Email: Jonathan.Faley@usdoj.gov



Nancy Becker Bennett
Division Director
Grants and Community Services Division
Michigan State Police
Cell: 517-898-9496
www.michigan.gov/cigrants
www.michigan.gov/mspcst

Division Director
Grants and Community Services Division
Michigan State Police
Cell: 517-898-9496
www.michigan.gov/cjgrants
www.michigan.gov/mspcst

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

From: Becker Bennett, Nancy (MSP)
Sent: Saturday, December 11, 2021 5:54 PM
To: Solwoldm@thevillageofoxford.org
Cc: Kelenske, Chris (MSP) <KelenskeC@michigan.gov>; Ketvirtis, Timothy (MSP) <KetvirtisT@michigan.gov>
Subject: Federal reimbursement funding for law enforcement response to Oxford
Importance: High

Good evening, Chief Solwold,

I am reaching out from the Michigan State Police as the liaison with the U.S. Department of Justice, Bureau of Justice Assistance. I was contacted on Thursday regarding the below and have since been notified that while your agency didn't incur OT costs for the actual response on November 30th, that you have incurred costs while providing coverage for funerals, community vigils, and other events related to the tragedy.

If this is the case and you won't have any other reimbursement for these expenses, please contact me so I can include them in the state budget request. For now and included in what I need to submit by Jan. 7, 2022, is a breakdown of OT salary and fringes, any other direct expenses incurred, and then categorized by event and position. We don't yet have a top limit for what we can request but DOJ will look at our initial budget and then let us know how much is available before we submit the actual application. I will be coordinating the budget requests from the Sheriff's Department as well as any other agencies that may have incurred response costs.

Please give me a call at 517-898-9496 whenever you have some time, or feel free to email back to schedule an appointment when we can talk. It will work best for me if we can talk Monday or Tuesday this week.

Thank you,
Nancy Bennett

Nancy Becker Bennett
Division Director
Grants and Community Services Division
Michigan State Police
Cell: 517-898-9496
www.michigan.gov/cjgrants
www.michigan.gov/mspcst

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

From: Faley, Jonathan (OJP) <Jonathan.Faley@usdoj.gov>
Sent: Thursday, December 9, 2021 4:52 PM
To: Becker Bennett, Nancy (MSP) <BeckerN@michigan.gov>
Cc: Mahoney, Kristen (OJP) <Kristen.Mahoney@usdoj.gov>
Subject: Offer for BJA Emergency Federal Law Enforcement Assistance Program funding assistance

**OXFORD VILLAGE
DEPARTMENT OF POLICE
22 W. BURDICK STREET • P.O. BOX 94
OXFORD, MICHIGAN 48371**

**SITE PHONE: 248-628-2838
FAX PHONE: 248-628-7030**



**MICHEAL D. SOLWOLD
CHIEF OF POLICE**

Date: 01/05/2022
To: Nancy Becker Bennett-Division Director for Grants and Community Services-MSP
From: Chief Solwold
Subject: Overtime and staff costs accumulated due to Oxford Highschool shooting

11/30 Day of shooting Officer Ellis was called in early = 4.5hrs at the rate of \$34.47 per hour.
12/03 Officer Ellis came in early for a town vigil = 2hrs at the rate of \$34.47 per hour.
12/10 Officer Rouse came in early for a school event requesting security = 2hrs at the rate of \$37.79 per hour.
12/12 Officer Churchill came in early to relieve an officer that needed rest for working through incident = 2hrs at the rate of \$42.95 per hour.
12/13 Officer Grech came in early for requested school patrol = 3hrs at the rate of \$29.25 per hour.
Due to anxiety of parents and the return of students officer Grech picked up an additional 27hrs per week for the month of January 2022 = 108 hrs for school security at the rate of \$19.50 per hour.
Officer Grech on school detail caused the replacement of her shifts to Officer Chupick 18hrs per week for the month of January = 72hrs at the rate of \$19.50 per hour.
Replacing Officer Grech Sunday afternoon shifts caused 8hrs overtime for Officer Churchill at the rate of \$42.95 per hour, Officer Ascroft 8hrs overtime at \$49.40 per hour, Officer Ellis 8hrs overtime at \$34.47 per hour, Officer Irish 8hrs overtime at \$32.67 per hour.

Since the Oxford Highschool shooting incident the Oxford Village Police Department has had to use overtime and add shifts due to additional school safety, funeral details, vigils and school counseling functions. The total cost through January of 2022 for these services is \$5259.20.

Thank you for any consideration of reimbursement to help balance our budget.

Thank you,

A handwritten signature in black ink, appearing to read "mslw", written in a cursive style.

Chief Micheal Solwold #119

9 B.

March 29, 2018

To All Council members

RE: Special events resolution for fees

The draft of the special event application that the Council worked on last summer is what I gave you at the Council meeting on the 27th.

The one-page resolution included with that information is the part that I think will need the most consideration and input from the Council. The resolution has blank spaces which represent dollar amounts and or a percentage figure related to any cost of Village personnel and the services they provide for any event. The decision Council will need to make is how much of those cost should be absorbed by the Village for any given event.

The first amount on the resolution is the Application fee. This fee represents the cost for Village personnel (Police Chief, DPW Supt., Manager, staff) to review the application and process the application and paperwork that goes with it. Depending on the scope and size of the event this could be 30 minutes to a couple of hours in total. I will need to check with Chief Scholz to see if he will have any fee for review that will have to be considered. This is the easier part of the fees.

The Next portion gets into what cost the Council is willing to absorb before looking for reimbursement of cost. You will want to consider if an hour or two of DPW/Police Department cost are allowed to be absorbed or not, or something along those lines. There are two parts in the resolution for this cost consideration too. There is the cost factor for non-profits versus for-profit groups. You might be more inclined to allow a certain amount of DPW/Police cost to be absorbed for local non-profits, or not. I will have legal counsel look into this possible "Expenditure of public funds" (Which is what some could say providing services without reimbursement is) for certain non-profit groups to see if that keeps us on firm legal ground. Keep in mind that any cost sharing or reimbursement requirements put into the resolution will be used for all applications and not vary per application.

This letter is just something I wanted to get to Council to begin pondering. If the plan is to adopt this resolution at the April 10th meeting the questions regarding cost sharing/reimbursement will need to be figured out. You could still approve the new application to be used even if the fees and reimbursement questions don't get resolved at that meeting and have to wait to a subsequent meeting. I will let you know about the legal aspect of providing services and not getting reimbursed as soon as I know more definitively.

Have a Happy Easter, I will not be in the office this Saturday. I will be back in the office Monday.

Joe Madore

A. Council Consideration of a Special Event Permit Application Form

Village Attorney Robert Davis introduced the topic, noting that the issue of Special Events within the Village has been noted as an issue, and discussed the proposed resolution, policy/procedure, and application that he and the Village administration had drafted to address those issues.

Council discussed the topic of charging event sponsors to recover the Village's costs for facilitating those events for Police, Public Works, and Administration as provided in the proposed policy/procedure and application. Village Attorney Davis outlined his opinions regarding cost recovery for services provided for special events. Council President Bossardet noted that any procedure for charging for reimbursements should be applied equally to all applicants. Council discussed how the proposed policy/procedure, application, and fees would play out in practice.

Oxford Fire Chief Scholz rose to speak and discussed the Fire Department's involvement with the proposed special event application, and the costs that the Fire Department incurs and should be reimbursed for.

Oxford Township Supervisor Bill Dunn rose to speak and indicated that Oxford Township charges special event organizers for all costs incurred by the Township for events, and also indicated that he believes that all entities, whether non-profit or for-profit, should be charged equally for the cost of having a special event.

Council and administration continued to discuss the proposed policy/procedure and application. Council also discussed the Downtown Development Authority's events, as well as events that the Village should consider whether to take more responsibility for funding or not. Council and administration also discussed the review processes by department heads such as Fire, Public Works, and Police.

MOTION

Motion by Dolan, seconded by Bailey to adopt the resolution, policy, and application as presented, with implementation to begin on January 1, 2019.

Roll Call

In Favor: Dolan, Bailey

Opposed: Bossardet, Helmuth, Frost

Motion Failed.

Council Member Frost indicated that if the Village is going to do it, it should be implemented immediately, and not wait until 2019.

MOTION

Motion by Dolan, seconded by Frost to adopt the policy/procedure and application for implementation immediately, and set aside the cost recovery contemplation until January 1, 2019.

Roll Call

In Favor: Frost, Bailey, Dolan

Opposed: Bossardet, Helmuth

Motion Carried.

B. Council Consideration of AT&T Franchise Agreement Renewal

Village Manager Madore introduced the topic, noting that this franchise agreement is a similar one to what the

VILLAGE OF OXFORD

Resolution 2018 – 08

**Resolution to Implement Special Event Procedure,
Application Process and Fees/Costs**

Motion by Dolan, Second by Frost to adopt the following resolution:

WHEREAS, the Village of Oxford encourages and welcomes special events in the Village; and

WHEREAS, the Village of Oxford believes it is prudent to have full and advance knowledge about special events to allow for planning and, if necessary, the allocation of appropriate resources; and

WHEREAS, the Village of Oxford resources must be allocated to ensure that all special events are conducted in a safe and responsible manner; and

WHEREAS, the Village of Oxford believes all special events should be presented on a timely and fully completed special events application with an appropriate review fee; and

WHEREAS, the Village of Oxford wishes to allocate and assign Village resources as necessary to ensure that special events are conducted safely and appropriately; and

WHEREAS, the Village of Oxford believes it is necessary to recover the costs of providing resources and services to accommodate approved special events in the Village of Oxford.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Oxford Council does hereby approve and adopt the attached special events application procedure, application process and fees and costs, which may be adjusted from time to time by the Village Council by a subsequent Resolution of the Village of Oxford Council.

AYES: Dolan, Bailey, Frost

NAYS: Bossardet, Helmuth

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Oxford, County of Oakland, Michigan, at a regular meeting held on April 10, 2018.


Village Manager



Special Events Application

Adopted April 10, 2018



INSTRUCTIONS

These instructions apply to each applicant seeking a special event approval by the Village of Oxford.

1. Obtain Special Event Application package from Village of Oxford offices during normal/posted business hours.
2. Fully complete the Application and deliver to the Village of Oxford offices during normal/posted business hours. The completed Application must be received by the Village of Oxford at least 60 days prior to the proposed event. Applicants proposing large events should submit completed Applications earlier if the proposed event will require significant review.
3. A completed Application shall include the following:
 - a. Fully executed Application;
 - b. Fully completed Event Information Form;
 - c. Non-refundable Application Fee of \$50.00;
 - d. Executed Hold Harmless Agreement; and
 - e. Proof of General Liability Insurance coverage with an endorsement in favor of the Village of Oxford as an additional insured.
4. No Application will be reviewed or considered by the Village Council until the Application is complete in accordance with provision 3 above.
5. After internal reviews, the matter will be placed on the next meeting of the Village of Oxford Council for review and action. You will be notified and may appear on the agenda item to address the Village Council and answer questions raised by the Village Council or Department Heads.
6. The Applicant will be notified by the Village of Oxford about the action taken by the Village Council on the Applicant's Application.

APPLICATION FOR SPECIAL EVENT

Date of Application: _____

Name of Event: _____

General Description of Event: _____

Location of Event: _____

Date / Hours of Event: _____

Dates / Hours of Set-up and Tear Down: _____

Applicant's Name: _____

Applicant's Address: _____

Applicant / Contact Person Phone: _____

Applicant's Contact Person E-Mail: _____

Applicant's On Site Event Manager / Phone: _____

**Changes in this information must be submitted to the Village prior to the Event.*

The Village Council shall have sole and complete discretion in deciding whether to approve or deny an application.

As the authorized agent of the sponsoring organization/Applicant, I hereby agree that this organization/Applicant shall abide by all conditions and restrictions specific to this event as determined by the Village and will comply with all local, state and federal rules, regulations and laws.

Signature of Applicant Representative

Date

Attached:

Event Information Form ___

\$50.00 Application Fee ___

Hold Harmless Agreement ___

Proof of Insurance ___

EVENT INFORMATION FORM

Applicant: _____

Additional Sponsors or Participants: _____

First time event? YES or NO Event previously held outside of the Village? YES or NO

Total number of people expected to attend per day? _____

What parking arrangements will be necessary to accommodate the event?

Describe: _____

Will volunteer staff be provided to assist with safety, security and maintenance? YES or NO

Describe: _____

Will alcoholic beverages be served? YES or NO

Describe permit and authority to provide alcoholic beverages: _____

Will food / beverages / merchandise be sold? YES or NO

Describe permits obtained for food sales: _____

LAYOUT

Will the event require the use of any of the following municipal equipment? Please answer yes or no and amounts, if known. Please provide a sketch of the layout for the event.

Picnic Tables _____ Barricades _____

Trash Receptacles _____ Traffic Cones _____

Dumpsters _____ Other _____

Electrical Connections _____

Do you request Village safety personnel be assigned to this event (Police/Fire): YES or NO

Describe: _____

Please note that the Village will consider public safety requests and provide police and/or fire services as determined by the department chiefs. Further, even if a request is not made for public

safety personnel to be assigned, the department chiefs may require public safety personnel attend the event; in which case the event applicant may be responsible for the reimbursement of costs.

Will street closures be necessary? YES or NO

If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down and describe: _____

Will the following be constructed or located in the area of the event? Please answer yes or no and additional information if available.

	Number	Size
Booths	_____	_____
Tents	_____	_____
Awnings	_____	_____
Canopies	_____	_____
Tables	_____	_____
Portable Restrooms	_____	_____
Other	_____	_____

Describe: _____

Hold Harmless Agreement

This agreement, dated this __ day of _____, 20__, between _____ (“Applicant”) and the Village of Oxford, located at 22 W. Burdick, Oxford, Michigan 48371 (“Village”) and states the following:

Recitals

Whereas, the Applicant wishes to hold a special event in the Village; and,

Whereas, the Applicant has completed a special event application; and,

Whereas, the special event application has been submitted to the Village of Oxford Council.

Now, Therefore, the Village and the Applicant agree as follows with adequate consideration acknowledged and accepted.

Indemnity

If the special event is approved and conducted, the Applicant, its officers, directors, employees, agents, contractors, volunteers, representatives, and others working on behalf of the Applicant agrees to defend, hold harmless, and indemnify the Village of oxford, its elected and appointed officials, employees, and volunteers and others working on behalf of the Village of Oxford against any and all claims, demands, suits, or less, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Village of Oxford, its elected and appointed officials, employees, volunteers, or others working on behalf of the Village of oxford, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or in any way connected with or associated with the Applicant’s special event as set forth in the Applicant’s application.

Applicant Name	Applicant Signature	Date:
Village of Oxford	Village Manager/Clerk	Date:

VILLAGE OF OXFORD

SPECIAL EVENT PROCEDURE FOR INTERNAL PROCEDURE MANUAL

I. Purpose

The purpose of this Procedure is to ensure that all special events are conducted safely and in accordance with an application, review and approval process.

II. Special Events

For purposes of this Procedure, a special event shall include the following, by way of example.

- Organized activities held on public property such as the examples listed below:
 - Fair, concert, carnival, festival or other similar activity.
 - An activity taking place on a designed route on the public right-of-way (sidewalk or street), park or other Village open space.
 - Fun run, bike or foot race, parade, walk-a-thon or other similar activity.
 - An event open to the public which utilizes temporary structures such as tents and/or trailers, etc.
 - An event open to the public which requests special consideration regarding the Village's noise, outdoor dining or other Ordinance requirements.

III. Receipt, Review and Approval

Special event applications will be available at the Village offices. Fully completed applications must be submitted with a non-refundable review fee at least 60 days prior to the proposed scheduled event. Each fully completed application will be reviewed as follows:

- Event applications will be reviewed by the Village department managers using the attached Review Form.
- Department managers will comment on the application.
- Completed Applications will be sent to the Village Council for event consideration and possible approval.
- All costs to the Village will be assessed to the Applicant.

DEPARTMENT REVIEW / COMMENTS AND EXPECTED COSTS
FOR INTERNAL USE ONLY

<u>DEPARTMENT</u>	<u>NAME</u>	<u>COMMENTS</u>	<u>COSTS EXPECTED</u>
Building Department			
Clerk			
DDA (if in the district)			
DPW / Parks			
Fire Department			
Police Department			
Village Manager			

- Application approved/denied on the ___ day of _____, 20__ by the Village of Oxford Council.
- Applicant notified on the ___ day of _____, 20__.

 Village Manager

19c.

2022-04

APPLICATION FOR SPECIAL EVENT

Date of Application: June 1

Name of Event: Scriptures at Scriptures

General Description of Event: We will have a church service and a picnic. We will need restrooms open at 10:00

Location of Event: Scripter

Date / Hours of Event: Aug 21 10:00 AM - 3:00 PM

Dates / Hours of Set-up and Tear Down: Same as above

Applicant's Name: Pastor Liz Wilson

Applicant's Address: 1465 W. Davison Lake Rd

Applicant / Contact Person Phone: 248-628-1610, 248-379-3521

Applicant's Contact Person E-Mail: _____

Applicant's On Site Event Manager / Phone: Justin Willcock - 248-688-6825

**Changes in this information must be submitted to the Village prior to the Event.*

The Village Council shall have sole and complete discretion in deciding whether to approve or deny an application.

As the authorized agent of the sponsoring organization/Applicant, I hereby agree that this organization/Applicant shall abide by all conditions and restrictions specific to this event as determined by the Village and will comply with all local, state and federal rules, regulations and laws.

E. Wilson
Signature of Applicant Representative

June 2, 2022
Date

Attached:	
Event Information Form <input checked="" type="checkbox"/>	Hold Harmless Agreement <input checked="" type="checkbox"/>
\$50.00 Application Fee <input checked="" type="checkbox"/>	Proof of Insurance <input checked="" type="checkbox"/>

EVENT INFORMATION FORM

Applicant: Immanuel Congregational

Additional Sponsors or Participants: _____

First time event? YES or NO Event previously held outside of the Village? YES or NO

Total number of people expected to attend per day? 20-30

What parking arrangements will be necessary to accommodate the event?

Describe: We will use parking lot

Will volunteer staff be provided to assist with safety, security and maintenance? YES or NO

Describe: We always provide direction for visitors

Will alcoholic beverages be served? YES or NO

Describe permit and authority to provide alcoholic beverages: _____

Will food / beverages / merchandise be sold? YES or NO

Describe permits obtained for food sales: _____

LAYOUT

Will the event require the use of any of the following municipal equipment? Please answer yes or no and amounts, if known. Please provide a sketch of the layout for the event.

Picnic Tables _____ Barricades _____

Trash Receptacles just what's there Traffic Cones _____

Dumpsters _____ Other _____

Electrical Connections _____

Do you request Village safety personnel be assigned to this event (Police/Fire): YES or NO

Describe: _____

Please note that the Village will consider public safety requests and provide police and/or fire services as determined by the department chiefs. Further, even if a request is not made for public safety personnel to be assigned, the department chiefs may require public safety personnel attend the event; in which case the event applicant may be responsible for the reimbursement of costs.

Will street closures be necessary? YES or NO

If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down and describe: _____

Will the following be constructed or located in the area of the event? Please answer yes or no and additional information if available.

	Number	Size
Booths	_____	_____
Tents	_____	_____
Awnings	_____	_____
Canopies	_____	_____
Tables	_____	_____
Portable Restrooms	_____	_____
Other	_____	_____

Describe: _____

Hold Harmless Agreement

This agreement, dated this 1 day of June, 2022, between ^{Immar.} cong. Church ("Applicant") and the Village of Oxford, located at 22 W. Burdick, Oxford, Michigan 48371 ("Village") and states the following:

Recitals

Whereas, the Applicant wishes to hold a special event in the Village; and,

Whereas, the Applicant has completed a special event application; and,

Whereas, the special event application has been submitted to the Village of Oxford Council.

Now, Therefore, the Village and the Applicant agree as follows with adequate consideration acknowledged and accepted.

Indemnity

If the special event is approved and conducted, the Applicant, its officers, directors, employees, agents, contractors, volunteers, representatives, and others working on behalf of the Applicant agrees to defend, hold harmless, and indemnify the Village of oxford, its elected and appointed officials, employees, and volunteers and others working on behalf of the Village of Oxford against any and all claims, demands, suits, or less, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Village of Oxford, its elected and appointed officials, employees, volunteers, or others working on behalf of the Village of oxford, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or in any way connected with or associated with the Applicant's special event as set forth in the Applicant's application.

E. Wilson

Applicant

Dated: 6-1-2022

Village of Oxford

By: _____

Its: _____

Dated: _____

9 D



K. Joseph Young / Manager
22 West Burdick St. P.O. Box 94
Oxford, Michigan 48371-0094
248-628-2543 office
248-628-9760 fax
manager@villageofoxford.org email

Village of Oxford

December 28, 2011

Gerald Griffin, President
Northeast Oakland Historical Society
1 North Washington Street
Oxford, MI 48371

RE: 1971 Lease and Utility Bills

Dear Jerry,

From the previous discussions regarding the Museum, the following additional information is provided for your review and comments.

Enclosed is the a copy of the Property Lease dated December 29, 2011 with the Northeast Oakland Historical Society (NEOHS) of the former Oxford Bank building at 1 N. Washington that we have in Village files.

This lease should be reviewed for updating to have a current document in effect. We would like to meet with you to review the lease for updating. Please let me know when would be convenient for you to meet.

In the interim, as we discussed previously, and as referenced on Page 4 Section 20. of the 1971 lease, the tenant, NEOHS, is to be responsible for all charges for gas, water, sewer, heating and electricity. We propose to start in January having the NEOHS pay for these utility charges. We will arrange to have the bills mailed to the 1 N. Washington address. Please let me know if you prefer to have the bills mailed elsewhere. Enclosed are copies of the most recent DTE and Consumers bills which have been paid by the Village. A copy of the water bill is enclosed which is due January 14, 2012. Please let me know if you will be paying the water bill at this time.

If you have any questions or need additional information, please call at 248-628-2543. Thank you for your assistance.

Very truly yours,

K. Joseph Young
Village Manager

VILLAGE OF OXFORD
 22 WEST BURDICK
 P.O. BOX 94
 OXFORD, MI 48371
 (248) 628-2543

PROPERTY AD
 1 N WASH. ST
 CYCLE SEC1 MOUNT NO.
 4 5 92
 FROM TO
 11/01/2011 11/30/2011

1442



UTILITY BILL

RETURN THIS PORTION WITH PAYMENT

CUSTOMER NAME & ADDRESS

CODE	CURR READ	PREV READ	GALLONS	AMOUNT
S	0	0	0.00	22.85
WO				18.10

MUSEUM- VILLAGE
 1 N WASHINGTON ST
 CYCLE SECTION SEQUENCE NO.
 M 5 0000005110
 ACCOUNT NO.
 51292

BILLING DATE
 12/21/2011
 AFTER
 01/14/2012

AMOUNT DUE
40.95
PAY THIS LATE AMT. 42.31

BILLING DATE	12/21/2011	AMOUNT DUE	40.95
AFTER	01/14/2012	PAY THIS LATE AMOUNT	42.31

MUSEUM - VILLAGE
 VILLAGE OF OXFORD
 22 W. BURDICK
 PO BOX 94
 OXFORD MI 48371

HAPPY HOLIDAYS - WISHING
 ALL A PROSPEROUS 2012

PROPERTY LEASE

1. This Lease Made this 29th day of DECEMBER A.D., 1971 by and between the Village of Oxford, the lessor, hereinafter designated as the Landlord, and the Northeast Oakland Historical Society, the Lessee, hereinafter designated as the Tenant.

2. WITNESSETH: The Landlord, in consideration of the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the Village of Oxford.

LOT 1 ASSESSOR'S PLAT NO. 2, VILLAGE OF OXFORD,
TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN.

3. For the term of 5 years from and after the 29th day of DECEMBER, 1971, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease, all covenants and agreements contained herein, and rent of said premises for said term the sum of one (\$1.00) dollar in lawful money of the United States, payable upon the 29th day of DECEMBER 1971.

4. The Tenant hereby hires the said premises for the said term as above mentioned and covenants and agreements contained herein.

5. If the Tenant shall default in any payment or expenditure the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable to the Landlord by the Tenant on a date mutually agreed to by both parties.

6. The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage, or subletting, without said written consent, shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

7. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made by the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord.

8. The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereinafter placed upon the Landlord's interest in said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises are a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgages or proposed mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

9. It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a Historical Museum, and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

10. It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire, or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, provided, however, that the Tenant removes his damaged goods, wares, equipment or property within a reasonable time, and provided further, that in case the leased premises or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

11. The Tenant agrees to keep the plateglass insured with a responsible insurance company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant, as provided in Paragraph 6: but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability.

12. The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and the Tenant will procure and keep in effect during the term hereof, public liability and property damage insurance for the benefit of the Landlord in the sum of;

For Damages resulting to one person	\$100,000
For Damages resulting from one occurrence	\$300,000
For Property Damage Insurance resulting from any one occurrence.	\$ 50,000

13. Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this Lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlords consent, and all alterations, additions and improvements made by either of the parties hereto upon the premises except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

14. If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken, from the day the possession of that part shall be required for any public use. The Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or the fee of the premises herein leased.

15. The Landlord reserves the right of free access at all times to the roof of said leased premises. The Tenant shall not erect any structures for storage of an aerial, or use the roof for any purpose without the consent in writing of the Landlord.

16. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards) clean and free from rubbish and dirt, at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this Lease in the event the Tenant fails to pay.

17. The Tenant shall at his own expense under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

18. The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

19. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or of person occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

20. The Tenant shall pay all charges made against said leased premises for gas, water, sewer, heating and electricity during the continuance of this lease, as the same shall become due.

21. It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said business unless approved in writing by the Landlord.

22. The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof. And if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6.

23. In case default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs representative and assigns, to re-enter into, repossess the said premises, and the Tenant and each and every occupant to remove and put out.

24. The Landlord covenants that the said Tenant, on payment for all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

25. It is agreed that each and every one of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, allowed by law.

26. One or more waivers of any covenants or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

27. It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupancy of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant.

28. The Landlord hereby releases tenant, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the Extended Coverage casualties, notwithstanding such fire or other casualty shall be due to the fault or negligence of Tenant or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Landlords policies of Fire and Extended Coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of the Landlord to recover thereunder. Landlord agrees that such insurance policies will include such clauses as long as the same is includable without extra cost.

29. Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known post office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent only to one Tenant or Landlord where the Tenant or Landlord is more than one person.

30. It is agreed that in this lease the word "he" shall be used as synonymous with the words "she" "it" and "they" and the word "his" synonymous with the words "her" "its" and "their".

31. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

32. This agreement may be amended or terminated on 180 days written notice from either party and/or continued automatically at the end of the term of lease under same conditions.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

DECEMBER 29, 1971

WITNESSED BY:

Nancy D. Tuttle

Georganna Collins

Harold Scribble

Ethel M. Webster

Margaret Goddard
PRESIDENT HISTORICAL SOCIETY

E. David Davis
TREASURER HISTORICAL SOCIETY

John J. Allen
VILLAGE PRESIDENT

Lionel Corey
VILLAGE CLERK

NOTICE OF SCHEDULE OF MEETINGS OF THE BOARD OF EDUCATION OF THE OXFORD COMMUNITY SCHOOLS TO BE HELD DURING THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023.

TO ALL PERSONS INTERESTED IN THE MEETINGS OF THE BOARD OF EDUCATION OF THE OXFORD COMMUNITY SCHOOLS OF OAKLAND AND LAPEER COUNTIES.

PLEASE TAKE NOTICE THAT the Board of Education of the Oxford Community Schools located at 10 North Washington St., Oxford, MI 48371, telephone 248/969-5000, will hold regular meetings at least once a month, generally the 2nd Tuesday of the month. Meetings begin at 6:30 p.m.

July 12, 2022 (Business meeting) <i>2nd. Tues.</i>	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
August 9, 2022 <i>2nd. TUES.</i>	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
August 23, 2022	6:30 p.m.	Oxford High School (Crossroads Presents) 745 N. Oxford Rd., Oxford
September 13, 2022 (Supt. Quarterly Review) <i>2nd. TUES.</i>	6:30 p.m.	Oxford High School (OHS Presents) 745 N. Oxford Rd., Oxford
September 27, 2022	6:30 p.m.	Leonard Elementary School 335 E. Elmwood, Leonard
October 11, 2021 (Schools of Choice vote) (Fall Break October 10 & 11) <i>2nd. Tues.</i>	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
October 25, 2022	6:30 p.m.	Clear Lake Elementary School 2085 W. Drahner Rd.,
November 15, 2022 (Supt. Quarterly Review) <i>3rd Tuesday - (2nd Tues. is Mid-term elections)</i>	6:30 p.m.	Oxford Middle School (Middle School and Bridges present) 1420 Lakeville Rd., Oxford
December 13, 2022 Student Arts, Athletics, and Academics Recognition <i>2nd. Tues.</i>	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
(Holiday Break December 23 – January 6)		
January 10, 2023 (Organizational)	6:30 p.m.	Lakeville Elementary School 1400 Lakeville Road, Oxford
January 24, 2023	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
February 14, 2023 (Schools of Choice vote)	6:30 p.m.	OVA District Learning Center 160 S. Washington St., Oxford
February 28, 2023	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
March 14, 2023 (Supt. Quarterly Review)	6:30 p.m.	Daniel Axford Elementary 74 Mechanic St. Oxford
(Spring Break March 27 – March 30)		

April 11, 2023	Student Arts, Athletics and Academics Recognition	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
April 25, 2023		6:30 p.m.	Oxford Elementary School 109 Pontiac St., Oxford
May 9, 2023	(BUDGET WORKSHOP)	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
May 23, 2023		6:30 p.m.	Oxford Elementary School (OELC presents) 109 Pontiac St., Oxford
June 13, 2023	(Supt. Quarterly Review)	6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford
June 27, 2023		6:30 p.m.	Oxford High School 745 N. Oxford Rd., Oxford

Proposed minutes of each of the meetings listed above will be available for public inspection during regular business hours at the Board of Education Office, located at 10 North Washington St., Oxford, MI not more than eight business days after the date of said meeting, and approved minutes of each meeting will be available for public inspection during regular business hours, at the same location, not more than five business days after the meeting at which the minutes are approved.

This notice is given in compliance with Act No. 267 of the Public Acts of Michigan, 1976. Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to participate in this meeting.

Secretary, Oxford Board of Education



Memorandum

To: Honorable President, Kelsey Cooke
Council Members

From: Joseph M. Madore, Village Manager

Date: June 21, 2022

Re: DDA Parking lot resurfacing project for N.E. quadrant

Background: Earlier this year the DDA received bids to resurface the N.E. quadrant parking lot. I told the DDA that we need to pause and review the plan so whatever is done, is done properly and in line with our engineering procedures. I had already met with the Oxford Schools administration about some storm water issues they are having with the runoff of their roof drains that is causing water to get into their basement from their private storm water collection system on the back of their building. I thought this would be a good opportunity for the schools to trench across the parking lot and tie into the storm water catch basin in the parking lot to help with their water runoff issue. After meeting with the schools and their engineer Jim Sharpe it was agreed that they would be allowed to trench across the lot and tie into the existing storm water collection system prior to the lot being resurfaced by the DDA. The cost for this work would be at the cost of the schools and would need our engineers from Rowe to review the plan prior to the work and the schools would pay for Rowe to be onsite during the work to ensure it is done properly.

I also had Rowe prepare a plan for the parking lot resurfacing project that would include proper design, preparation of the bid documents and contracts and help with the bidding process. That proposal from Rowe was share with the DDA at their meeting on Monday June 20th. The estimated cost for Rowe’s proposal adds about \$20,000 to the DDA project. About \$17,500 for pre-project engineering and design and an estimated \$2,500 for core samples that Rowe recommends being done in the parking lot area. The DDA asked if the Village would be willing to share in these cost that are over and above their original plans of resurfacing which came in at about \$130,000.00. I told the DDA that our budget did have \$5,000 budgeted in our parking lot maintenance cost center and that I would take this up with Council

PARK LOT MAINT.	Expenses	2021-2022 Budgeted	2021-2022 YTD	2022-2023 Budgeted	
101-444-704.000	Wages - DPW	\$ 13,368.45	\$ 13,176.59	\$ 14,712.37	
101-444-709.000	Overtime	\$ 2,200.00	\$ 2,470.62	\$ 3,000.00	
101-444-715.000	FICA	\$ 1,190.99	\$ 1,167.75	\$ 1,355.00	
101-444-716.000	Medical Insurance	\$ 3,873.66	\$ 2,843.09	\$ 4,819.86	
101-444-718.000	Retirement (Pension)	\$ 3,906.00	\$ 3,485.67	\$ 4,451.76	
101-444-723.000	Work Comp.	\$ 605.40	\$ 167.22	\$ 605.40	
101-444-787.000	Materials	\$ 1,200.00	\$ 1,215.97	\$ 2,500.00	
101-444-810.000	Contracted services	\$ -	\$ -	\$ 5,000.00	Potential parking lot resurfacing contribution w/DDA
101-444-943.000	Equipment Rental	\$ 12,000.00	\$ 14,519.73	\$ 12,000.00	
Total		\$ 38,344.49	\$ 39,046.64	\$ 48,444.39	

Analysis: The cost estimate from Rowe does not include any onsite oversight of the project. I believe we should have them onsite to inspect the paving company during the work. The project could take 2-4 days depending on how the area is broken up in order to keep about 50% of the lot accessible during the project. I do not have the estimate from Rowe for the onsite inspection but would estimate that at being about \$5,000. Adding that to the \$20,000 in additional cost above, that makes the total additional cost approximately \$25,000. The DDA approved paying up to \$12,500 of these additional costs at their meeting on June 20th. The DDA is requesting that these additional costs required for the project for engineering/design and inspection to be paid by the Village.

Recommendation: Approve the Village Manager to sign the Rowe contract for engineering services provided in the agenda packet which is based on the engineers proposal dated June 9th 2022 with the understanding that the DDA will pay for the first \$12,500.00 and the Village will pay for the remaining \$4,950 of the Rowe design/engineering and bidding cost, and that the Village will also pay for any core sampling cost estimated at \$2,500.00 and any onsite inspection cost for Rowe during the project estimated at \$5,000.00, for a total of approximately \$12,450 for the Village.

If approved, a budget amendment would be created and in the July meeting packet as follows:

Amend 101-444-810 "Parking Lot Maintenance" from \$5,000.00 to \$13,000

Please contact me with any questions.

Joseph M. Madore
Village Manager



June 9, 2022

Mr. Joe Madore, Village Manager
 Village of Oxford
 22 W. Burdick Street
 Oxford, MI 48371

RE: DDA Northeast Parking Lot Rehabilitation
 Design Engineering Services Proposal & Contract

Dear Mr. Madore,

ROWE Professional Services Company is pleased to present this proposal to provide engineering services to prepare design, bidding, and contract documents to mill and resurface the subject public parking lot located in the northeast quadrant of the village's business district. Given the current condition of the pavement, we caution that this may not be the best approach, and the service life will be reduced compared to what a more intense rehabilitation, such as pulverizing and shaping. As discussed, the subject parking lot is irregular in shape, and is contiguous with other public and private parking areas. The majority of the area that is subject to this proposed project is owned by the Village, described as tax I.D. numbers 22-460-044, -046, and -049, per the property I.D. map provided by the village (attached for reference). In addition, the project will include the adjacent existing parking lot located on parcel number 22-460-010, which is owned by Williams Art Glass Studios, Inc., and for which a long-term lease exists between the village and the owner which provides for the operation and maintenance of this lot by the village.

SCOPE OF SERVICES:

ROWE proposes the following scope of services for your consideration:

- Prepare log-style schematic plans using an aerial image with the proposed paving work as described above.
- Develop proposed quantities and pay items to complete the work, along with a cost opinion of construction.
- Prepare a bid package consisting of technical specifications, contract documents, and log-style plans for the paving work. We anticipate the following sheets will be developed as follows:
 1. Cover Sheet
 2. Legend and Notes Sheet
 3. Standard Details and Cross-Sections Sheet
 4. Removals
 5. New construction (including soil erosion and sedimentation control)¹
 6. Pavement marking restoration
 7. Temporary traffic maintenance and control.

¹ It is noted that a sinkhole has formed in an area about 80 feet north of the Burdick Street sidewalk. We will recommend full depth removal and replacement in that area to help correct the subbase issue that appears to be causing problems.

Lapeer, MI: 128 N. Saginaw Street, 48446 | Phone: (810) 664-9411

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

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- Advertise the project at local plan rooms and coordinate with village staff to advertise in newspaper if desired.
- Respond to questions which arise during the bidding period.
- Assist the Village with the bid opening, evaluate the bids received, review references, and provide an award recommendation.
- Due to the size of the work area, a Soil Erosion and Sedimentation Control Permit will be required. We anticipate that the permit application fee to be charged by the Oakland County Water Resource Commission (OCWRC) will be \$230, to be paid for separately by the village.

CLARIFICATIONS:

- In reviewing our files, we have located the plans that were prepared by ROWE on behalf of the village, documenting how storm sewer and asphalt resurfacing was performed on this lot in 1996. These plans will be used as a valuable resource to help verify existing underground pipelines, and to have a better understanding of the potential existing cross-section. However, since the majority of the lot appears to date back to before 1963, it will be important to obtain pavement cores in various locations to help determine the best course of action at this time. Per our discussions, we have previously forwarded a map of suggested soil boring/pavement core locations for you to secure directly from a geotechnical engineer. The resulting information will be reviewed by ROWE and referenced when determining the suggested new pavement cross-section(s).
- It is our understanding that no underground storm sewer work is proposed as a part of this design. The village is currently talking to one adjacent property owner (Oxford Community Schools) about connecting roof drains to the village's storm sewer. This would involve the school district hiring their own contractor to install a 6-inch storm sewer service from an existing manhole west to the existing downspouts. This work will not be included in our design. If the work is done, and the village wishes to do so, ROWE can assist during the construction phase in getting the sewer trench repaired as a part of the paving project, using the standard full depth cross-section that we will develop with the set of bid plans for use wherever needed on the project.
- The traffic maintenance and control plans will be developed with the assumption that the lot will be built in two phases, and up to 50 percent of the lot can be closed to the public during construction to allow for construction.
- The bidding documents will not include any concrete removal and replacement.

COMPENSATION

ROWE proposes to provide these services for a lump sum fee of **\$17,450**. We will invoice the village monthly based upon the work completed during that billing period. If you require engineering services that are not specifically outlined in this proposal, ROWE will provide a written Contract Amendment that outlines the additional services and the associated fees.

Construction phase services are not included in this proposal; however, we can prepare a separate proposal to provide these services to the village if desired.

SCHEDULE

We can begin this work within two weeks of your authorization and have draft bidding documents for the Village's review approximately four weeks after we commence. Given the time of year, it will be important to have the project out for bids no later than early August, with the expectation that the work will be completed no later than October 31. Being able to receive authorization

Mr. Joe Madore, Village Manager
June 9, 2022
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quickly will be imperative for us to get this work into our schedule soon. It should also be noted that the bidding environment has been very volatile the past few months and bidding a project in the middle of the summer construction season with a fall completion date may result in higher than anticipated prices.

CLARIFICATIONS TO OUR PROPOSAL

ROWE has prepared the following clarifications while developing this proposal:

- The project does not include upgrading existing street signs, work on catch basins or manholes, or any utility work.
- The project will be funded using local funds, and there are no special funding or grant requirements. No site plan review by the Planning Commission, or other permitting will be required from the village.
- The Contractor will be able to close up to 50 percent of the parking lot during construction, making provisions for local access during the majority of the construction period.
- We will be operating under the premise that the village has the right to move forward on these improvements, even in those areas where the parking lot is located on leased or possibly private property. No time has been included to address land ownership or easement right issues.
- ROWE will assist the Village in locating a total of six pavement core and soil borings (at five foot deep each), and the village will proceed to hire a geotechnical firm to obtain this information in the near future for our reference when determining the final proposed pavement cross-section.

ROWE appreciates the opportunity to provide this proposal and is looking forward to assisting the Village with this project. If this proposal is acceptable to you, please sign and return via email the attached ROWE Standard Contract.

Please contact me on my cell phone at (248) 318-1492 if you have any questions.

Sincerely,
ROWE Professional Services Company

Paul O'Meara

Digitally signed by Paul O'Meara
DN: C=US, E=pomeara@rowepsc.com,
O=Rowe Professional Services Co.,
OU=Design Services, CN=Paul O'Meara
Date: 2022.06.09 13:48:51-04'00'

Paul T. O'Meara, PE
Project Manager

Attachment

R:\Projects\18L0126\Docs\Proposal and Contract\NE Parking Lot Resurfacing\Proposal Oxford NE Parking Lot.docx

Contract for Engineering Services
DDA Northeast Parking Lot
Oxford, MI

THIS AGREEMENT, entered into this ____ day of _____, by and between Village of Oxford hereinafter referred to as the "OWNER", and ROWE Professional Services Company, hereinafter referred to as the "ENGINEER".

WITNESSETH, that whereas it is the intent of the Owner to complete the following, hereinafter called the "PROJECT":

Mill and resurface existing municipal parking lot.

NOW, THEREFORE, the OWNER and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – BASIC SERVICES OF THE ENGINEER

A. General:

1. The Engineer agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Engineer will serve as the Owner's professional representative for the project, and will give consultation and advice to the Owner during the performance of the Engineer's services.

B. Scope of Service:

After written authorization to proceed with the project, the Engineer will execute the work plan described in the Engineer's Proposal, dated June 9, 2022, which is hereby incorporated as a part of this Contract by reference.

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

A. General:

If authorized in writing by the Owner, the Engineer will finish or obtain from others additional services of the following types which will be paid for by the Owner as indicated in Paragraph 5.B.

1. Additional services due to significant changes in general scope of the Project or its design.
2. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior written approval of the Owner.

SECTION 3 – THE OWNER'S RESPONSIBILITIES

1. Provide full information as to its requirements for the Project.
2. Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project.
3. Provide access for the Engineer to enter upon lands as required for the Engineer to perform work under this Agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
5. Provide reasonable legal, accounting and insurance counseling service for the Project.
6. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this Agreement.

7. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project.
8. Obtain approval of governmental authorities having jurisdiction over the Project.
9. Furnish, or direct the Engineer to provide, at the Owner's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

SECTION 4 – PERIOD OF SERVICE

1. Upon written authorization from the Owner, the Engineer will proceed with the performance of the service called for in this Agreement.
2. Unless sooner terminated as provided in Paragraph 6.A, this Agreement shall remain in force for a period which may reasonably be required for completion of the construction of the proposed project; however, not greater than one year from the Engineer's substantial completion of the phases of work that have been authorized for commencement.

SECTION 5 – PAYMENTS TO THE ENGINEER

- A. Payments for Basic Service of the Engineer Under Section 1:
 1. The Owner will pay the Engineer for basic services \$17,450.
 2. The fee as defined above shall be allocated to be paid monthly, as the work progresses.
- B. Payment for Additional Services of the Engineer Under Section 2:
 1. The Owner will pay the Engineer for additional service at a mutually agreed upon fee.
- C. General
 1. If this Agreement is terminated upon completion of any phase of the Engineer's services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work not due to any fault of the Engineer, payment shall be made for services performed during such phases on the basis of the portion of each phase completed prior to termination.
 2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part or abandoned not due to any fault of the Engineer, after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner as provided in Paragraph 6.A for termination during any phase of the work.
 3. Where the Engineer utilizes subcontractors to perform a portion of the project, and the subcontractor(s) directly invoices the Engineer, the subconsultant's invoices will be marked up by fifteen percent to cover administration costs.

SECTION 6 – GENERAL CONDITIONS

A. Termination:

This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Engineer shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except original drawings, but including estimates, specifications, field notes and data are and remain in the property of the Engineer as Instruments of Service. The Owner shall be provided a set of all reproducible final drawings and copies of other record documents. However, they are not intended or represented to be suitable for re-use by the Owner or others for extensions of the project or for any other project.

C. Insurance – Save Harmless:

The Engineer shall secure and maintain such insurance as will protect the Engineer and the Owner from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may rise due to the Engineer's negligence in the performance of services under this Agreement.

D. Successors & Assigns:

The Owner and the Engineer each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

E. Independent Contractor:

It is understood and agreed that the Engineer is an independent contractor, responsible to the Owner for the results of this undertaking by the Engineer and is not an employee or agent of the Owner.

F. Non-Discrimination:

The Engineer and/or any sub-contractors shall not discriminate against any employees or applicant for employment, or to be employed in the performance of his Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry.

The Engineer and/or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment, because of age or sex, except where based on a bona fide occupational qualification.

G. Mediation:

In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees to require the General Contractor(s) to provide liability insurance for the project(s), indemnifying and listing as additional insureds the Owner, the Engineer and the Engineer's subconsultants.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner for any and all claims, loses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate

liability of the Engineer to the Owner shall not exceed \$100,000, or the Engineer's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This limitation of liability does not however, apply to claims related to gross negligence.

J. Standard of Care:

The Owner recognized that the engineering services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative designs. The Engineer shall perform its services in accordance with generally accepted engineering practices. Services are rendered without any other warranty, express or implied and the Engineer shall be responsible solely for its own negligence.

K. Construction Costs:

The Owner shall advise the Engineer in writing before design commencement of any budgetary limitation for the overall cost of construction. The Engineer will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to the Owner an opinion of probable construction cost. Opinions of probable construction cost will represent the Engineer's best judgment as a design professional familiar with the construction industry but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Owner acknowledges that neither the Engineer nor the Owner has control over the cost of labor, materials or methods by which contractors determine the prices for construction.

L. Applicable State Law:

This document shall be governed by the laws of the State of Michigan.

SECTION 7 – SPECIAL PROVISIONS

The Owner and the Engineer mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and the Engineer and that; they may only be altered or repealed by a duly executed written instrument.

NONE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Owner:
Village of Oxford

Engineer:
ROWE Professional Services Company

Signature

Signature

Joe Madore, Village Manager

Paul T. O'Meara, Project Manager