

### City of Pleasant Ridge

23925 Woodward Avenue Pleasant Ridge, Michigan 48069

### City Commission Meeting March 14, 2017 Agenda

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, March 14, 2017, at 7:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

### REGULAR CITY COMMISSION MEETING - 7:30 P.M.

- 1. Meeting Called to Order.
- 2. Pledge of Allegiance.
- 3. Roll Call.
- 4. Rescheduling the April City Commission Meeting to April 18, 2017.
- 5. EcoWorks Community Energy Management Presentation.
- 6. Infrastructure Bond Approval and Issuance.
- 7. PUBLIC DISCUSSION items not on the Agenda.
- 8. Governmental Reports.
- 9. City Commission Liaison Reports.
  - Commissioner Perry Planning/DDA, Committee Liaison
  - Commissioner Scott Historical Commission
  - Commissioner Krzysiak Recreation Commission
  - Commissioner Foreman Ferndale Public Schools

### 10. Consent Agenda.

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

- a. Minutes of the Regular City Commission Meeting held Tuesday, February 14, 2017.
- b. Monthly Disbursement Report.
- c. Appointment of Mikey Keating-Smith to the Huntington Woods Library Board.
- d. Request by Ferndale Youth Assistance for FY2017 Funding.
- e. Proposed rate schedule for Anderson, Eckstein and Westrick, Inc.
- 11. Agreement between City of Pleasant Ridge and City of Ferndale for Police Dispatch.

- 12. Agreement between City of Pleasant Ridge and City of Ferndale for Building Inspection Services.
- 13. Supplemental Appropriation A-2017-001.
- 14. Certification of delinquent utility bills for collection on the 2017 Summer Tax roll.
- 15. Discussion regarding joining the Welcoming Cities program.
- 16. City Manager's Report.
- 17. Other Business.
- 18. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.



### **City of Pleasant Ridge**

James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: March 9, 2017

Re: Infrastructure Bond Authorizing Resolution

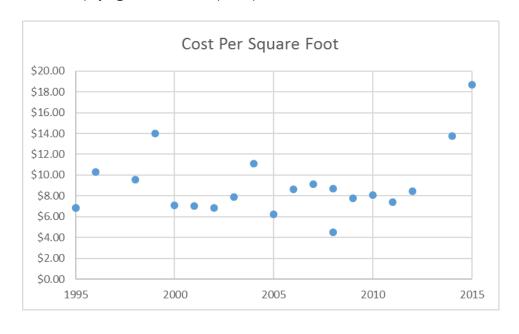
### Overview

The attached resolution authorizes the City to continue the process and ultimately issue infrastructure bonds with a face value of \$3,000,000. The revenue will be used to reconstruct Norwich and Hanover this coming summer, and Ridge, Indiana, and Bermuda in 2018. The bonds will be repaid over 15 years using revenue from the City's infrastructure millage, which runs for another 18 years. Repaying these bonds will not require a tax increase for the City's residents.

### Background

### Street Reconstruction Cost History and Future Cost Estimates

The following chart summarizes the inflation-adjusted cost to reconstruct each street in the City over the 1995-2015 period. The chart shows that up until 2012, the cost to reconstruct a street was very steady in real terms at about \$8.00 a square foot. However, over the past two years costs have spiked to the point where it cost us \$18.50 a square foot to reconstruct Oxford in 2015. Fortunately, prices seem to have stabilized and we will be paying about \$17.00 per square foot for Norwich and Hanover.



There is no one single reason for this cost increase, but the largest culprits seem to be the increasing cost for concrete, and the loss of many contractors who could and would do small concrete jobs like our residential streets during the Great Recession. We are now left with a very small pool of firms that bid on jobs like ours, which drives up costs.

### Pay-As-You-Go Reconstruction Schedule

The following table presents a reconstruction schedule which matches up expected future costs with revenues. This is based on the assumption that construction costs will increase at a rate equal to inflation, which based on recent experience is a tenuous assumption. Nonetheless, the following table shows that Norwich and Hanover would be reconstructed in 2018 and 2019, while Ridge would have to wait until 2021, Indiana would have to wait until 2022, and Bermuda would not be finished until 2023.

This is an unacceptably long time to wait to reconstruct these streets as their condition will only deteriorate over time. Further, the following schedule uses all available infrastructure millage and local and major streets funding, leaving nothing left over for maintenance activities. As our previously reconstructed streets age they will require maintenance work, which will represent an additional cost not accounted for in the following table.

	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Infrastructure Fund Beginning Balance	(\$483,432)	(\$4,432)	\$183,508	\$2,427	(\$2,634)	\$7,364	(\$5,538)	(\$16,299)
Revenue								
Infrastructure Millage Revenue	\$394,000	\$397,940	\$401,919	\$405,939	\$409,998	\$414,098	\$418,239	\$422,421
Transfers In (SCAF)	\$250,000		\$80,000	\$320,000		\$100,000	\$100,000	
Transfers In (other)	\$40,000	\$40,000	\$100,000			\$100,000		
Financing Revenue								
Expenditures								
Capital Outlay	\$205,000		\$763,000	\$731,000		\$627,000	\$529,000	\$165,000
Transfers Out (SCAF)		\$250,000			\$400,000			\$200,000
Financing Payment								
Infrastructure Fund Ending Balance	(\$4,432)	\$183,508	\$2,427	(\$2,634)	\$7,364	(\$5,538)	(\$16,299)	\$41,122
Millage Year	2	3	4	5	6	7	8	9
Outlay Description	Repairs/CC		Norwich	Hanover		Ridge	Indiana	Bermuda

### Bond Construction and Repayment Schedule

The following table shows a reconstruction schedule using bond sale proceeds:

	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Infrastructure Fund Beginning Balance	(\$483,432)	\$2,995,568	\$1,413,508	\$215,427	\$221,366	\$231,364	\$245,462	\$263,701
Revenue								
Infrastructure Millage Revenue	\$394,000	\$397,940	\$401,919	\$405,939	\$409,998	\$414,098	\$418,239	\$422,421
Transfers In (SCAF)	\$250,000							
Transfers In (other)	\$40,000	\$40,000						
Financing Revenue	\$3,000,000							
Expenditures								
Capital Outlay	\$205,000	\$1,495,000	\$1,325,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Transfers Out (SCAF)		\$250,000						
Financing Payment		\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
Infrastructure Fund Ending Balance	\$2,995,568	\$1,413,508	\$215,427	\$221,366	\$231,364	\$245,462	\$263,701	\$286,122
Millage Year	2	3	4	5	6	7	8	9
			Ridge,					
		Norwich &	Indiana &	Repairs &	•	Repairs &	Repairs &	Repairs &
Outlay Description	Repairs/CC	Hanover	Bermuda	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance

In total, the estimated cost to repay \$3,000,000 in bond funding will be about \$4,125,000 over the 15-year repayment period. This repayment, coupled with the up-front capital expenses, will leave about \$3,500,000 un-allocated infrastructure millage revenue that will be generated over the remaining 19 years of the infrastructure millage. This un-allocated funding can be used for maintenance and repair and other projects over time. This approach balances our immediate need for capital with our future needs for annual infrastructure funding.

### Benefits and Risks

Floating bonds to forward ourselves money to finish our street reconstruction work will solve our immediate problem, and in a way that we can afford on into the future. However, by taking on estimated annual repayments of \$275,000 a year we will be left with only \$125,000 of annual infrastructure millage funding to meet our ongoing maintenance requirements. While staff believes that this level of annual funding will be adequate to undertake necessary repairs and maintenance to our infrastructure, if some unforeseen major expense crops up we will be more limited in our ability to address it. While this risk always exists, taking on bond repayments increases the risk somewhat.

In the final balance, the known need to reconstruct our remaining streets is a real and pressing need that in staff's estimation outweighs the unknown risk of a future infrastructure cost. For that reason, we are presenting this financing option to the City Commission for consideration.

#### Schedule

The attached timetable file shows the tasks that remain before the City can issue the bonds. The City Commission's authorizing resolution is the final step that the Commission needs to take. Staff will work with the City's agent and bond counsel to complete the remaining steps to issue the bonds.

### **Requested Action**

City Commission approval of a resolution authorizing the City to issue and sell general obligation capital improvement bonds.

### CITY OF PLEASANT RIDGE

At a regular meeting of the City Commission of the City of Pleasant Ridge (the "City"),

County of Oakland, State of Michigan, held at the City Hall, on Tuesday, March 14, 2017, at 7:30 p.m., Michigan time, there were

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

Present: _				-	
Absent:					
The	following preamble	and resolution v	vere offered by	Commissioner	
and second	ed by Commissioner	<u>:</u>	•		

# BOND AUTHORIZING RESOLUTION Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

WHEREAS, the City proposes to issue and sell its general obligation capital improvement bonds, pursuant to the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount not to exceed Three Million Dollars (\$3,000,000.00) (the "Bonds"), for the purposes of paying part of the costs of acquiring, constructing and installing street, sewer and water system repairs, sidewalks, alleys, parking lots, parks, and general infrastructure improvements within the City (collectively, the "Project"); and

WHEREAS, it is proposed that the Bonds be primarily payable from collections of a tax of up to three (3) mills approved by the electors of the City on November 5, 2013 to fund the Capital Improvement Program, authorized to be levied annually for the years 2015 through 2035; and

WHEREAS, it is further proposed that the Bonds be limited tax general obligation bonds secured by a pledge of the City's full faith and credit, subject to constitutional, statutory and charter limitations; and

WHEREAS, a notice of intent to issue the Bonds was published in accordance with Section 517 of Act 34, which stated that capital improvement bonds may be issued by the City in an aggregate principal amount not to exceed \$3,000,000 to finance the Project, without a vote of the electors of the City, unless a proper petition for an election on the question of the issuance of the Bonds is filed with the City Clerk within a period of 45 days from the date of publication, and no petitions were so filed; and,

### NOW, THEREFORE, IT IS RESOLVED THAT:

- 1. <u>The Project</u>. The construction of the Project, the period of usefulness of the Project of 20 years or more, and the City's proceedings with respect to the Project are hereby approved and confirmed.
- 2. <u>Bond Details</u>. The City shall borrow not to exceed \$3,000,000 and issue its bonds therefor (the "Bonds"), pursuant to Act 34, for the purpose of paying a substantial portion of the cost of the Project and the costs of issuing the Bonds. The Bonds shall be designated as "City of Pleasant Ridge Capital Improvement Bonds (Limited Tax General Obligation), Series 2017." The Bonds shall be fully registered Bonds, both as to principal and interest, registrable upon the books of the Bond Registrar (as hereinafter defined), and may be issued in any denomination which is \$5,000, or any integral multiple thereof up to a single maturity, numbered from 1 upwards. Bonds initially issued shall be dated the date of their issuance and delivery, and bear interest payable semi-annually from that date or from the April 1 or October 1 through which interest has been paid. The Bonds shall mature serially on October 1 of each year in the period from 2018 through 2032, inclusive, in the following principal amounts:

<u>Year</u>	<u>Amount</u>
2018	\$ 150,000
2019	\$ 155,000
2020	\$ 160,000
2021	\$ 170,000
2022	\$ 175,000
2023	\$ 185,000
2024	\$ 190,000
2025	\$ 195,000
2026	\$ 205,000
2027	\$ 215,000
2028	\$ 220,000
2029	\$ 230,000
2030	\$ 240,000
2031	\$ 250,000
2032	\$ 260,000

The City Treasurer may adjust such maturity schedule prior to sale of the Bonds as required by changes in costs of the Project or bond market conditions, within the maximum principal amount of \$3,000,000 and with a final maturity date of not later than October 1, 2032.

The initial purchaser of the Bonds may designate any one or more maturities from October 1, 2018 through the final maturity as term bonds and the consecutive maturities which shall be aggregated in any such term bonds. Any such designation must be made within 24 hours of the bond sale. The amounts of the maturities which are aggregated in any such designated term bond shall be subject to mandatory redemption on October 1 of the years and in the

amounts as set forth in the foregoing maturity schedule at a redemption price of par, plus accrued interest, to the date of mandatory redemption.

The Bonds shall be in substantially the form attached as <u>Exhibit A</u> with such changes, additions or deletions as are not inconsistent with this resolution.

- 3. <u>Interest Payment and Date of Record.</u> The Bonds shall bear interest payable October 1, 2017 and each April 1 and October 1 thereafter until maturity, with the rate of interest on Bonds maturing in any one year being not in excess of 6.0%. The rate of interest borne by any one maturity of Bonds shall not exceed the interest rate borne by any preceding maturity by more than 2.0%. Interest shall be paid by check or draft mailed by first class mail to the registered owner of each Bond as of the applicable date of record. The date of record shall be March 15 with respect to interest payments made on April 1 and September 15 with respect to interest payments made on October 1.
- 4. <u>Prior Redemption</u>. The Bonds maturing in the years 2018 through 2027, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing on and after October 1, 2028 shall be subject to redemption prior to maturity, at the option of the City, in any order, in whole or in part, on any one or more dates on and after October 1, 2027, at par plus accrued interest to the date fixed for redemption, without premium. The Treasurer may adjust such redemption provisions and prices as required by bond market conditions.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided herein. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Bond Registrar to redeem the same.

- 5. <u>Bond Registrar</u>. The Huntington National Bank, Grand Rapids, Michigan, is hereby appointed as the paying agent and bond registrar for the Bonds (the "Bond Registrar"), and shall perform all payment, registration, transfer, exchange and other functions otherwise required by this resolution to be performed by the Bond Registrar.
- 6. <u>Transfer or Exchange of Bonds</u>. Any Bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds at any time prior to the applicable date of record preceding an interest payment date upon the surrender of the Bond together with an assignment executed by the registered owner or his or her duly authorized

attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond, the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged at any time prior to the applicable date of record preceding an interest payment date for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions, the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar shall not be required to honor any transfer or exchange of Bonds during the period from the applicable date of record preceding an interest payment date to such interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid by the City. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

- 7. <u>Global Form; Securities Depository</u>. (a) Except as otherwise provided in this Section, the Bonds shall initially be issued in the form of global bonds, shall be registered in the name of the Securities Depository (as defined below) or its nominee and ownership thereof shall be maintained in book entry form by the Securities Depository for the account of the Agent Members (as defined below) thereof. Except as provided in subsection (c) of this Section, Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depository selected by the City, or to a nominee of such successor Securities Depository.
- (a) The City and the Bond Registrar shall have no responsibility or obligation with respect to:
  - (i) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the Bonds;
  - (ii) the delivery to any Agent Member, beneficial owner of the Bonds or other person, other than the Securities Depository, of any notice with respect to the Bonds;
  - (iii) the payment to any Agent Member, beneficial owner of the Bonds or other person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the Bonds;
  - (iv) any consent given by Cede & Co., as Bondholder of the Bonds or any successor nominee of a Securities Depository as Bondholder of such Bonds; or

(v) the selection by the Securities Depository or any Agent Member of any beneficial owners to receive payment if any Bonds are redeemed in part.

So long as the certificates for the Bonds are not issued pursuant to subsection (c) of this Section, the City and the Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

- (A) the payment of principal, premium, if any, and interest on such Bonds:
- (B) giving notices of redemption and other matters with respect to such Bonds; and
  - (C) registering transfers with respect to such Bonds.
- (b) If at any time the Securities Depository notifies the City or the Bond Registrar that it is unwilling or unable to continue as Securities Depository with respect to the Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City or the Bond Registrar receives notice or becomes aware of such condition, as the case may be, subsections (a) and (b) of this Section shall no longer be applicable and the City shall execute and the Bond Registrar shall authenticate and deliver certificates representing the Bonds as provided in subsection (c) below. In addition, the City may determine at any time that the Bonds shall no longer be represented by global certificates and that the provisions of subsections (a) and (b) above shall no longer apply to the Bonds. In any such event the City shall execute and the Bond Registrar shall authenticate and deliver certificates representing the Bonds as provided in subsection (c) below.
- (c) Certificates for the Bonds issued in exchange for global certificates shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the City and the Bond Registrar. The Bond Registrar shall deliver such certificates representing the Bonds to the persons in whose names such Bonds are so registered as soon as possible.

As used in this Resolution, "Securities Depository" shall mean the Depository Trust Company, New York, New York ("DTC") and its successors and assigns if any or if (i) the then-Securities Depository resigns from its functions as depository of the Bonds or (ii) the City discontinues use of the then-Securities Depository pursuant to this Section 7, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the City.

As used in this Resolution, "Agent Member" shall mean a member of, or participant in, the Securities Depository.

The Authorized Officers (as defined herein) are hereby authorized and directed to execute the standard form of DTC Letter of Representations relating to the Bonds (or a DTC Blanket Issuer Letter of Representations).

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, to DTC as provided in the Letter of Representations.

- 8. <u>Execution and Delivery</u>. The Mayor and the City Clerk are authorized and directed to execute the Bonds for and on behalf of the City by manually executing the Bonds, or by causing their facsimile signatures to be affixed to the Bonds, provided in the latter instance the Bonds are thereafter authenticated by the Bond Registrar. The Bonds shall be sealed with the seal of the City or a facsimile thereof. When so executed, the Bonds shall be delivered by the City Treasurer to the Bond Registrar for authentication, and thereafter to the purchaser upon receipt in full of the purchase price for the Bonds.
- 9. <u>Bond Payment Fund</u>. The City shall establish a separate depository account, to be designated "City of Pleasant Ridge 2017 Capital Improvement Bonds, Bond Payment Fund" (the "Bond Payment Fund"), into which shall be deposited the tax collections and other available funds to the extent provided in paragraphs 11 and 12 below. All accrued interest and premium, if any, received from the purchaser of the Bonds shall be deposited in the Bond Payment Fund. Moneys in the Bond Payment Fund shall be used solely to pay principal of and premium, if any, and interest on the Bonds.

Moneys in the Bond Payment Fund may be continuously invested and reinvested in any legal investment for City funds, which shall mature, or which shall be subject to redemption by the holder thereof, not later than the dates when moneys in the Bond Payment Fund will be required to pay the principal of and interest on the Bonds. Obligations purchased as an investment of moneys of the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

10. <u>Improvement Fund</u>. The City shall establish a separate depository account, to be designated "City of Pleasant Ridge 2017 Capital Improvement Bonds, Improvement Fund" (the "Improvement Fund"). Except for amounts required by this resolution to be deposited in the Bond Payment Fund, the proceeds from the sale of the Bonds shall be deposited in the Improvement Fund.

Moneys at any time in the Improvement Fund shall be used solely to pay costs of the Project improvements, except that upon payment (or provision for payment) in full of the costs of the Project improvements, any excess moneys remaining in the Improvement Fund shall be transferred to the Bond Payment Fund (if any Bonds are outstanding) or applied as required by law or the ordinances of the City.

Moneys in the Improvement Fund therein may be continuously invested and reinvested in any legal investment for City funds, which shall mature, or which shall be subject to redemption by the holder thereof, not later than the estimated dates when moneys in the Improvement Fund will be required to pay the costs of the Project improvements for which the Improvement Fund was established. Obligations purchased as an investment of moneys of the Improvement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

- 11. <u>Millage Collections as Primary Source of Payment of Bonds</u>. The Bonds are being issued in anticipation of, and the principal of and interest thereon shall be payable primarily from, collections of the tax of up to three (3) mills approved by the electors of the City on November 5, 2013 to fund the Project, authorized to be levied annually for the years 2015 through 2035 (the "Millage"). Commencing with the fiscal year beginning July 1, 2017, through the fiscal year ending June 30, 2032, the annual collections of the Millage shall be deposited in the Bond Payment Fund until the amount so deposited is equal to all payments of principal of and interest on the Bonds coming due prior to the next collection of taxes.
- 12. <u>Limited Tax Pledge as Security for Payment of Bonds</u>. The City hereby irrevocably pledges its full faith and credit for the payment of principal of and interest on the Bonds, and shall as a first budget obligation advance sufficient moneys from its general funds for such payments, including the collection of any ad valorem taxes which the City is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations.
- 13. <u>Contract with Bondholders</u>. The provisions of this Resolution shall constitute a contract between the City and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder under the law.
- 14. <u>Mutilated, Lost, Stolen or Destroyed Bonds</u>. In the event any Bond is mutilated, lost, stolen or destroyed, the City Supervisor and the City Clerk may, on behalf of the City, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed Bond.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond a replacement Bond shall not be delivered unless and until the City and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond in connection

therewith; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

- 15. <u>Arbitrage and Tax Covenants</u>. Notwithstanding any other provision of this Resolution, the City covenants that it will not at any time or times:
- (a) Permit any proceeds of the Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or
- (b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code or (ii) adversely affect the exemption of the Bonds and the interest thereon from State of Michigan income taxation.
- 16. <u>Qualified Tax-Exempt Obligations</u>. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions under the provisions of Section 265(b)(3)(B) of the Code.
- 17. <u>Bond Reimbursement Declaration</u>. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
- (a) The City reasonably expects to reimburse itself for expenditures for the costs of the Project with proceeds of the Bonds.
- (b) The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is \$3,000,000.
- (c) Reimbursement of expenditures for the costs of the Project with the proceeds of the borrowings described herein will occur not earlier than the date on which the expenditure is paid and not later than the later of (1) the date that is 18 months after the date on which the

expenditure is paid, or (2) the date on which the Project is placed in service or abandoned (but in no case more than 3 years after the day on which the expenditure is paid).

(d) The expenditures described in (a) above are "capital expenditures" as defined in Treas. Reg. §1.150-1, which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election) under general Federal income tax principles (as determined at the time the expenditure is paid).

### 18. <u>Defeasance or Redemption of Bonds</u>. If at any time,

- (a) the whole amount of the principal of and interest on all outstanding Bonds shall be paid, or
- (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given), then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to the City and considered excess proceeds of the Bonds. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by an Authorized Officer (as defined herein) and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

19. <u>Discount</u>. The Bonds may, at the determination of the Treasurer, be offered for sale at a discount of no greater than 1.00%.

- 20. <u>Official Notice of Sale</u>. The Bonds shall be advertised at a time to be later determined by the City Manager. Notice of the sale of the Bonds shall be published in accordance with the law in <u>The Bond Buyer</u>, which Notice shall be in substantially the form of <u>Exhibit B</u> attached hereto.
- 21. <u>Sale Order</u>. The City Manager (or in his absence one of the other Authorized Officers, as defined below) is authorized to execute and deliver an order on behalf of the City awarding the Bonds to the bidder whose bid produces the lowest true interest cost as determined in the manner provided in the Notice of Sale.
- 22. <u>Retention of Bond Counsel</u>. The law firm of Dykema Gossett PLLC, of Bloomfield Hills, Michigan, is hereby retained to act as nationally recognized bond counsel for the City in connection with the issuance and sale of the Bonds.
- 23. <u>Retention of Financial Advisor</u>. The firm of Bendzinski & Co., Municipal Finance Advisors, of Detroit, Michigan, is hereby retained to act as registered municipal advisor for the City in connection with the issuance and sale of the Bonds.
- 24. Execution and Delivery of Required Documents. The Mayor, City Clerk and Treasurer (each an "Authorized Officer"), or any one of them, are authorized on behalf of the City to apply for bond ratings, and to apply for such rulings, orders and approvals and file or submit appropriate elections or other documents to any federal, state or local governmental agency in order that the Bonds may be validly issued and, if applicable, cause the interest thereon to be exempt from federal income taxation. Such Authorized Officers, or any one of them, are further authorized to execute and deliver such other certificates, documents, instruments and other papers as may be required or may be necessary or convenient to effectuate the valid sale and delivery of the Bonds as tax-exempt bonds in accordance with the terms thereof. The Authorized Officers, or any one of them, are authorized and directed to approve the circulation of a preliminary and a final official statement describing the Bonds and providing information relative to the City, and to deem the preliminary official statement "final" for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule"), subject to the applicability of an exemption from the Rule.
- 25. <u>Filings with Local Audit & Finance Division</u>. The Authorized Officers are, and each is, hereby authorized and directed to make or cause to be made all necessary filings with the Local Audit and Finance Division of the Michigan Department of Treasury with respect to the issuance and sale of the Bonds, including a post-issuance Security Report, and to pay all fees required in connection therewith.
- 26. <u>Continuing Financial Disclosure</u>. The City shall provide continuing financial disclosure in compliance with the Rule during the term of the Bonds, subject to applicable exemptions from the requirements of the Rule. The Treasurer is authorized and directed on behalf of the City to take all necessary action and to execute and deliver such documents as may be required to satisfy the City's obligations under the Rule.

	A roll call vote on the foregoing resolution was taken, the result of which is as follows:
YES:	
NO:	
ABST	AIN:
THE	RESOLUTION WAS THEREUPON DECLARED ADOPTED

27.

the foregoing are hereby rescinded.

Conflicting Resolutions. All resolutions and parts of resolutions in conflict with

### **CERTIFICATION**

I, the undersigned, the duly qualified and acting Clerk of the City of Pleasant Ridge, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission at a regular meeting held on March 14, 2017, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Amy Drealan City Clerk

Dated: March \_\_\_\_\_, 2017

### **EXHIBIT A**

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I)	
к_	
1/-	

## [The Bonds shall bear the following legend if registered in the name of The Depository Trust Company]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

### UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF OAKLAND, MICHIGAN

### CITY OF PLEASANT RIDGE

## CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION), SERIES 2017

O	ed Owner: CEDE & CO.    Amount:	THOUSAND AND NO	O DOLLARS (\$	.00)
Rate	<b>Maturity Date</b>	<b>Date of Issuance</b>	<b>CUSIP</b>	
%	October 1,	May , 2017		

FOR VALUE RECEIVED, the CITY OF PLEASANT RIDGE, Oakland County, State of Michigan (the "City"), hereby acknowledges itself indebted and promises to pay on the Maturity Date specified above to the Registered Owner specified above, or registered assigns shown as the owner of record of this Bond upon the books of The Huntington National Bank, Grand Rapids, Michigan, as paying agent and bond registrar (the "Bond Registrar"), on the applicable date of record, the Principal Amount specified above upon presentation and surrender of this Bond at the principal corporate trust office of the Bond Registrar in Grand Rapids, Michigan, together with interest thereon, from the Date of Issuance specified above or such later date to which interest has been paid, at the Rate per annum specified above on October 1, 2017 and thereafter semi-annually on the first day of April and October in each year. The date of record shall be March 15

with respect to payments made on April 1, and September 15 with respect to payments made on October 1.

This Bond is one of a series of Bonds of like date and tenor except as to date of maturity and rate of interest aggregating the principal sum of \$3,000,000 (the "Bonds"), issued under and pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a bond authorizing resolution approved by the City Commission of the City on March 14, 2017 (the "Bond Resolution").

The Bonds are issued for the purpose of defraying paying part of the costs of acquiring, constructing and installing street, sewer and water system repairs, sidewalks, alleys, parking lots, parks, and general infrastructure improvements within the City, as more fully described in the Bond Resolution.

The full faith and credit of the City is pledged for the payment of the principal of and interest on the Bonds, which are payable as a first budget obligation from its general funds, and the City is required if necessary to levy ad valorem taxes on all taxable property in the City for the payment thereof, provided that the City does not have the power to levy any tax for the payment of the Bonds in excess of its charter, statutory and constitutional limits.

The Bonds have been designated by the City as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions under the provisions of Section 265 of the Internal Revenue Code of 1986, as amended.

This Bond is transferable by the Registered Owner at any time. Registration of any transfer may be made in person or by an attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Grand Rapids, Michigan. The City and Bond Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest on this Bond and for all other purposes, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

Optional Redemption. The Bonds of this series maturing in the years 2018 through 2027, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing on and after October 1, 2028 shall be subject to redemption prior to maturity, at the option of the City, in any order, in whole or in part, on any one or more dates on and after October 1, 2027, at par plus accrued interest to the date fixed for redemption, without premium.

[ <u>Annual Mandatory Redemption</u>: The Bonds maturing October 1, \_\_\_\_ shall be subject to annual mandatory redemption at par plus accrued interest to the date of redemption on the dates and in the principal amounts as set forth below.

Redemption Dates	<u>Amounts</u>
October 1, 20	\$
October 1, 20	\$
October 1, 20	\$

October 1, 20\_\_ \*
October 1, 20\_\_ \*
\*Maturity

The principal amount of Bonds to be redeemed on the dates set forth above shall be reduced, in the order determined by the City, by the principal amount of Bonds which have been previously redeemed or called for redemption (otherwise than as a result of prior annual mandatory redemptions) or purchased or acquired by the City and delivered to the Bond Registrar for cancellation; provided, that each such Bond has not theretofore been so applied as a credit.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided herein. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Bond Registrar to redeem the same.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this series of Bonds, existed, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of Michigan, and that the amount of this Bond together with all other indebtedness of the City does not exceed any charter, statutory or constitutional limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

IN WITNESS WHEREOF, the CITY OF PLEASANT RIDGE, Oakland County, Michigan, by its City Commission, has caused this Bond to be executed in its name with the manual or facsimile signatures of its Mayor and its City Clerk, and has caused its corporate seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Date of Issuance.

COUNTERSIGNED:		CITY OF PLEASANT RIDGE, OAKL COUNTY, MICHIGAN	,AND
By:	City Clerk	By:Mayor	

### [FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the series of Bonds described herein. THE HUNTINGTON NATIONAL BANK, as Bond Registrar and Authenticating Agent By: **Authorized Signatory** Date of Authentication: [FORM OF ASSIGNMENT] For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_ this Bond and all rights hereunder and hereby irrevocably appoints attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises. Dated: Signature NOTICE: Signature must correspond with the name as it appears upon the face of this bond in every particular. Signature Guaranteed Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program. The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided: Name and Address: Soc. Sec. No. or other Tax ID. No.:

(include information for all joint owners if the Bond is held by joint account)

#### **EXHIBIT B**

### OFFICIAL NOTICE OF SALE

\$3,000,000

### CITY OF PLEASANT RIDGE

### OAKLAND COUNTY, MICHIGAN

### Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

described below of the aggregate par value of \$3,000,000 to be issued by the City of Pleasan
described below of the aggregate par value of \$3,000,000 to be issued by the City of Fleasan
Ridge, Oakland County, Michigan ("City"), will be received by an agent of the undersigned a
the office of Bendzinski & Co., Municipal Finance Advisors, 615 Griswold Street, Suite 1225
Detroit, Michigan 48226-3997, until o'clock, P.M., Eastern Time, on, the
day of April, 2017, at which time and place such bids will be publicly opened and read.

The City Manager or other authorized officer of the City will consider and determine the award or rejection of bids prior to 5:00 o'clock, P.M., Eastern Time, on that date.

Signed bids may be submitted by fax to Bendzinski & Co. at fax number (313) 961-8220; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington or Client Services, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE SHALL CONTROL.

GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED following award of the bonds as described in the section captioned "Good Faith Deposit" below.

<u>DTC BOOK-ENTRY ONLY</u>: The Bonds are being initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by bookentry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such registered owner which will in

turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

BOND DETAILS: The bonds shall be known as "Capital Improvement Bonds (Limited Tax General Obligation), Series 2017" and shall aggregate the principal sum of \$3,000,000. The bonds will be fully registered bonds in any denomination of \$5,000 or multiples thereof up to the amount of a single maturity, dated the date of their issuance and delivery, numbered from 1 upwards, and will bear interest from their date payable on October 1, 2017, and semi-annually thereafter. The bonds shall mature on October 1, in the years and principal amounts as follows:

<u>Year</u>	$\mathbf{A}$	mount
2018	\$	150,000
2019	\$	155,000
2020	\$	160,000
2021	\$	170,000
2022	\$	175,000
2023	\$	185,000
2024	\$	190,000
2025	\$	195,000
2026	\$	205,000
2027	\$	215,000
2028	\$	220,000
2029	\$	230,000
2030	\$	240,000
2031	\$	250,000
2032	\$	260,000

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from October 1, 2018 through October 1, 2032, inclusive, as term bonds and the consecutive maturities which shall be aggregated in any such term bonds. Any such designation must be made within 24 hours of the bond sale. The amounts of the maturities which are aggregated in any such designated term bond shall be subject to mandatory redemption on October 1 of the years and in the amounts as set forth in the foregoing maturity schedule at a redemption price of par, plus accrued interest, to the date of mandatory redemption.

OPTIONAL REDEMPTION: The Bonds maturing in the years 2018 through 2027 inclusive, shall not be subject to redemption prior to maturity. Bonds maturing on and after October 1, 2028 shall be subject to redemption prior to maturity, at the option of the City, in any order, in whole or in part, on any one or more dates on and after October 1, 2027, at par plus accrued interest to the date fixed for redemption, without premium.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that

less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided herein. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Bond Registrar to redeem the same.

<u>INTEREST RATE AND BIDDING DETAILS</u>: Bonds will bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The rate of interest borne by any one maturity of Bonds shall not exceed the interest rate borne by any preceding maturity by more than 2.0%. The interest on any one bond shall be at one rate only, and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 99.00% of their par value will be considered.

TRANSFER AGENT AND REGISTRATION: Principal and interest shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may thereafter designate by notice mailed to the registered owner not less than 60 days prior to any change in transfer agent and which shall be qualified to serve as such in Michigan. Interest shall be paid when due by check or draft mailed to the owner as shown by the registration books of the City as of the 15th day of the month prior to any interest payment date. The Bonds will be transferable only upon the registration books of the City kept by the transfer agent. See "DTC Book-Entry Only" above.

PURPOSE AND SECURITY: The bonds are issued for the purposes of defraying part of the costs of acquiring, constructing and installing street, sewer and water system repairs, sidewalks, alleys, parking lots, parks, and general infrastructure improvements within the City (the "Project"). The City has pledged its limited tax full faith and credit as security for payment of principal and interest. Pursuant to such pledge, the City shall be obligated to pay the principal of and interest on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which the City is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations. It is intended by the City that the principal of and interest on the Bonds be primarily payable as such become due from the collections of a tax of up to three (3) mills approved by the electors of the City on November 5, 2013 to fund the Project, authorized to be levied annually for the years 2015 through 2035, but no pledge of or lien on such millage has been created as security for the bonds.

GOOD FAITH DEPOSIT: A deposit in the amount of \$30,000 [1%] is required as a guarantee of good faith on the part of the bidder, to be delivered to the Treasurer of the City in the form of a cashier's check (or by wire transfer of such amount as instructed by the City or its Registered Municipal Advisors) by Noon Eastern Time of the next business day following the sale, to be

forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds within the time set forth under "Delivery of the Bonds" below. The good faith deposit will be applied to the purchase price of the bonds. No interest shall be allowed on the good faith deposit. Payment of the balance of the purchase price of the bonds shall be made on the delivery date.

<u>AWARD OF BONDS</u>: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on October 1, 2017 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_\_\_, 2017 (the anticipated date of delivery of the bonds) in an amount equal to the price bid, excluding accrued interest.

<u>LEGAL OPINION</u>: Bids shall be conditioned upon the unqualified approving opinion of Dykema Gossett PLLC, attorneys of Bloomfield Hills, Michigan, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Dykema Gossett PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the bonds, Dykema Gossett PLLC has not examined or reviewed any financial information, statements or material contained in any financial documents, statements or material that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

<u>CUSIP NUMBERS</u>: CUSIP numbers will be imprinted on the bonds at the City's expense. The printing of incorrect CUSIP numbers or the failure to print CUSIP numbers on the bonds shall not constitute cause for the purchaser to refuse delivery of or to pay for the bonds. The purchaser shall be responsible for requesting assignment of numbers and for the payment of any charges for the assignment of numbers.

<u>DELIVERY OF BONDS</u>: The City will furnish bonds ready for execution at its expense. Bonds will be delivered at the principal office of the Bond Registrar, or any other place mutually agreeable, at the expense of the City. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser furnishes the transfer agent with a list giving the denominations and names in which it wishes to have the certificates issued at least 10 business days prior to delivery of the bonds, the bonds will be delivered in the form of a single certificate for each maturity registered in the name of the purchaser. The successful bidder will be required to furnish, prior to and as a condition to the

delivery of the bonds, in forms to be prepared by bond counsel: (i) a certificate as to the "issue price" of the bonds within the meaning of section 1273 of the Internal Revenue Code of 1986, as amended, and (ii) if the successful bidder obtains a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance, a certificate that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement.

<u>TAX MATTERS</u>: The approving opinion of bond counsel will include an opinion to the effect that, under existing law, assuming compliance by the City with certain covenants, (i) interest on the bonds is excluded from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (provided that certain corporations must take into account interest on the bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax). Such opinion will further state that under existing law the bonds and the interest thereon are exempt from all taxation provided by the laws of the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

<u>QUALIFIED TAX EXEMPT OBLIGATIONS</u>: The bonds have been designated as "qualified tax exempt obligations" for purposes of the deduction of interest expense by financial institutions.

<u>OFFICIAL STATEMENT</u>: A copy of the Official Statement may be obtained from the City's Registered Municipal Advisors, Bendzinski & Co., Municipal Finance Advisors, 615 Griswold Street, Suite 1225, Detroit, Michigan 48226-3997. Telephone: (313) 961-8222. Fax: (313) 961-8220.

The Official Statement is in a form deemed final as of its date by the City for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final Official Statement. The successful bidder shall supply to the City, within 24 hours after the award of the bonds, all pricing information and any underwriter identification determined by the City to be necessary to complete the Official Statement.

The City will furnish to the successful bidder, at no cost, 100 copies of the final Official Statement within seven (7) business days after the award of the bonds. Additional copies will be supplied at the bidder's request and upon the bidder's agreement to pay the cost of the City for those additional copies. Requests for additional copies should be made to the City's Registered Municipal Advisor identified below within 24 hours after the award.

The City shall deliver, at closing, an executed certificate to the effect that as of the date of delivery, the information contained in the Official Statement, including revisions, amendments and completions as necessary, relating to the City and the bonds is true and correct in all material respects, and that such Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

<u>CONTINUING DISCLOSURE</u>: The City has undertaken to provide continuing financial disclosure (annual financial information and operating data, including audited financial statements for the preceding fiscal year consistent with the information presented in the Official Statement), and to provide timely notice of the occurrence of certain material events with respect to the bonds, all in accordance with the requirements of SEC Rule 15c2-12.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

ADDITIONAL INFORMATION: Further information relating to the bonds may be obtained from the City's Registered Municipal Advisors, Bendzinski & Co., Municipal Finance Advisors (the "Municipal Advisor"), as provided above under "Official Statement". The Municipal Advisor is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility.

### THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS

<u>ENVELOPES</u>: Envelopes containing the bids should be plainly marked "Proposal for Pleasant Ridge Capital Improvement Bonds".

Amy Drealan
City Clerk
City of Pleasant Ridge

4810-7690-7589.2 ID\BROWN, BOWDEN - 019956\000999



### Not to Exceed \$3,000,000

# City of Pleasant Ridge County of Oakland, State of Michigan General Obligation Limited Tax Bonds, Series 2017

### Proposed Schedule of Events

<u>Date</u>	<b>Activity/Event</b>	<b>Participants</b>
3/3/17	Send Bond Specifications	RMA/BC
Week of 3/6/17	Bond Counsel to provide Bond Authorizing Resolution	BC/CITY
3/14/17	Adopts Bond Authorizing Resolution.	CITY
3/14/17	Distribute initial draft of Preliminary Official Statement, Notice of Sale, Legal Opinion and CDU to working group for review and comment	RMA/BC
3/17/17	Request rating from Standard and Poor's	RMA
3/21/17	Due Diligence Call	RMA/CITY
3/23/17	Receive comments on initial draft of Preliminary Official Statement, Notice of Sale, Legal Opinion and CDU	CITY/RMA/BC
3/24/17	Distribute FINAL draft of Preliminary Official Statement to working group for final review comment and sign off	RMA
Week of 4/3/17	Rating Call with Standard and Poor's	CITY/RMA
4/5/17	Receive FINAL comments and/or sign off on FINAL draft of Preliminary Official Statement	CITY/RMA/BC
4/6/17	Print and distribute Preliminary Official Statement	RMA
4/7/17	Publish Notice of Sale	BC
4/10/17	Receive rating from Standard and Poor's	CITY/RMA/BC
4/18/17	Bond Sale	CITY/RMA/BC

4/18/17	Award Bonds	CITY/RMA/BC
4/26/17	Print Final Official Statement and distribute final closing letter	RMA
5/2/17	Close and Deliver Bonds	CITY/RMA/BC/TA

Legend CITY City of Pleasant Ridge

RMA Registered Municipal Advisor - Bendzinski & Co. Municipal Finance Advisors

BC

Bond Counsel – Dykema Transfer Agent – The Huntington Bank National Association TA



March 3, 2017

### Via E-mail

Mr. Bowden Brown Dykema Gossett, PLLC 39577 Woodward Ave., Suite 300 Bloomfield Hills, MI 48304-2820

RE: \$3,000,000 City of Pleasant Ridge, County of Oakland, State of Michigan, Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

### Dear Bowden:

We are enclosing the following, on the above referenced issue:

- 1. A Schedule of Anticipated Debt Service Requirements
- 2. Bond specifications.

We are requesting that you begin preparing the necessary resolutions, documents, etc. and forward them to the City, so that they may adopt the same.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

**BENDZINSKI & CO. Municipal Finance Advisors** 

Robert J. Bendzinski, CIPMA Registered Municipal Advisor

RJB/jll Enclosures cc: James Breuckman Scott Pietrzak



### \$3,000,000 City of Pleasant Ridge County of Oakland, State of Michigan Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

**Dated:** Date of Delivery **Maximum Interest Rate:** 6%

2% Spread

1%

Principal Due: October 1, Serially Maximum Discount Permitted:

**Denomination:** \$5,000 or any integral

nle thereof up to the

Multiples: Any

multiple thereof up to the amount of a single maturity

**Registration:** Book-Entry-Only **Qualified Tax Exempt Obligations:** No

### **MATURITIES**

Year	Amount	Year	Amount	Year	Amount	Year	Amount
2018	\$125,000	2023	\$155,000	2027	\$180,000	2031	\$210,000
2019	130,000	2024	160,000	2028	185,000	2032	220,000
2020	135,000	2025	165,000	2029	195,000	2033	230,000
2021	145,000	2026	175,000	2030	205,000	2034	235,000
2022	150,000						

**REGISTRATION, TRANSFER AND PAYING AGENT:** Principal (October 1) shall be payable at The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any change in transfer agent. Interest (October 1 and April 1) shall be paid by check mailed to the owner as shown by the registration books of the City 15 days prior to any interest payment date. The Bonds will be transferable only upon the registration books of the City kept by the transfer agent. The first interest payment will be due October 1, 2017.

**OPTIONAL BONDS:** Bonds maturing in years 2018 to 2027, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 2028 to 2034, inclusive, shall be subject to redemption prior to maturity, at the option of the City, in such order as the City shall determine, on any date on or after October 1, 2027, at par and accrued interest plus a premium as follows:

**TERM BOND OPTION:** Bidders shall have the option of designating the bonds as serial bonds, or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2018 through 2034, inclusive, represent a serial maturity or a mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule for the years 2018 through 2034, inclusive, shall be represented

615 Griswold Street • Suite 1225 • Detroit, Michigan 48226-3997 (313) 961-8222 • FAX (313) 961-8220 e-mail • info@bendzinski.com

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.



by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

**PURPOSE AND SECURITY:** The Bonds are being issued for the purposes of paying part of the costs of acquiring, constructing and installing street, sewer and water system repairs, sidewalks, alleys, parking lots, parks, and general infrastructure improvements within the City.

The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations.

**AWARD OF SALE OF BONDS:** Please provide that the City Manager has the authority to award the bonds to the bidder whose bid provides the lowest true interest cost to the City.

**LEGALITY:** The unqualified approving opinion of Dykema Gossett, PLLC, attorneys of Bloomfield Hills, Michigan, will be furnished without expense to the original purchaser of the Bonds.

**GOOD FAITH:** Please provide that a good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of 1% of the par value of the Bonds payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City prior to Noon, prevailing Eastern Time, on the next business day following the sale.

**AWARD OF BONDS:** The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on October 1, 2017, and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the date of delivery.

**QUALIFIED TAX-EXEMPT OBLIGATIONS:** Please provide that the City will designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

**CUSIP NUMBERS:** Provided that CUSIP identification numbers are printed on the bonds, the purchaser of the bonds agrees to pay the amount printed on the CUSIP invoice for the assignment of such numbers to the CUSIP Service Bureau.

**PRINTING AND DELIVERY:** The City will furnish Bonds for delivery through the Depository Trust Company, or any other place mutually agreeable. Delivery of the Bonds shall be within 45 days from the date of sale of the Bonds.

**PUBLICATION OF THE NOTICE OF SALE:** Please provide in the bond resolution that the Notice of Sale will be published in The Bond Buyer.

**OFFICIAL STATEMENTS:** Please provide in the Official Notice of Sale that Bendzinski & Co., Municipal Finance Advisors, will provide the winning bidder with 100 final Official Statements within 7 business days from

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the date of sale to permit the underwriter to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the underwriter to pay the cost of additional copies. Request for additional copies should be made to Bendzinski & Co. within 24 hours of the date of sale.

**BOND INSURANCE AT PURCHASER'S OPTION**: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds.

**CONTINUING DISCLOSURE:** Please provide in the Bond Resolution that the City will enter into a Continuing Disclosure Undertaking with the winning bidder in order to comply with Securities and Exchange Commission Rule 15c2-12 paragraph (b)(5) regarding continuous disclosure.

**BIDDING LOCATIONS:** Please provide in the Notice of Sale that the bids will be accepted at the offices of Bendzinski & Co., and electronically via fax and by way of Parity.

**REGISTERED MUNICIPAL ADVISORS:** Please incorporate in the text of the Official Notice of Sale that Bendzinski & Co. Municipal Finance Advisors, Detroit, MI, (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 615 Griswold Street, Suite 1225, Detroit, MI. Telephone (313) 961-8222.

*RJB/jll* 3/3/2017

615 Griswold Street • Suite 1225 • Detroit, Michigan 48226-3997 (313) 961-8222 • FAX (313) 961-8220 e-mail • info@bendzinski.com

### \$3,000,000

City of Pleasant Ridge County of Oakland, State of Michigan Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

### **Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
10/01/2017	-	-	50,000.00	50,000.00
04/01/2018	-	-	60,000.00	60,000.00
10/01/2018	125,000.00	4.000%	60,000.00	185,000.00
04/01/2019	-	-	57,500.00	57,500.00
10/01/2019	130,000.00	4.000%	57,500.00	187,500.00
04/01/2020	-	-	54,900.00	54,900.00
10/01/2020	135,000.00	4.000%	54,900.00	189,900.00
04/01/2021	-	-	52,200.00	52,200.00
10/01/2021	145,000.00	4.000%	52,200.00	197,200.00
04/01/2022	-	-	49,300.00	49,300.00
10/01/2022	150,000.00	4.000%	49,300.00	199,300.00
04/01/2023	-	-	46,300.00	46,300.00
10/01/2023	155,000.00	4.000%	46,300.00	201,300.00
04/01/2024	-	-	43,200.00	43,200.00
10/01/2024	160,000.00	4.000%	43,200.00	203,200.00
04/01/2025	-	-	40,000.00	40,000.00
10/01/2025	165,000.00	4.000%	40,000.00	205,000.00
04/01/2026	-	-	36,700.00	36,700.00
10/01/2026	175,000.00	4.000%	36,700.00	211,700.00
04/01/2027	-	-	33,200.00	33,200.00
10/01/2027	180,000.00	4.000%	33,200.00	213,200.00
04/01/2028	-	-	29,600.00	29,600.00
10/01/2028	185,000.00	4.000%	29,600.00	214,600.00
04/01/2029	-	-	25,900.00	25,900.00
10/01/2029	195,000.00	4.000%	25,900.00	220,900.00
04/01/2030	-	-	22,000.00	22,000.00
10/01/2030	205,000.00	4.000%	22,000.00	227,000.00
04/01/2031	-	-	17,900.00	17,900.00
10/01/2031	210,000.00	4.000%	17,900.00	227,900.00
04/01/2032	-	-	13,700.00	13,700.00
10/01/2032	220,000.00	4.000%	13,700.00	233,700.00
04/01/2033	-	-	9,300.00	9,300.00
10/01/2033	230,000.00	4.000%	9,300.00	239,300.00
04/01/2034	-	-	4,700.00	4,700.00
10/01/2034	235,000.00	4.000%	4,700.00	239,700.00
Total	\$3,000,000.00	-	\$1,242,800.00	\$4,242,800.00

Capital Improvement Bonds | SINGLE PURPOSE | 3/3/2017 | 11:19 AM

#### \$3,000,000

City of Pleasant Ridge

County of Oakland, State of Michigan

Capital Improvement Bonds (Limited Tax General Obligation), Series 2017

#### **Debt Service Schedule**

Part 2 of 2

Yield Statistics	
Bond Year Dollars	\$31,070.00
Average Life	10.357 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	4.0000000%
True Interest Cost (TIC)	4.0003347%
Bond Yield for Arbitrage Purposes	4.0003347%
All Inclusive Cost (AIC)	4.0003347%
IRS Form 8038	
Net Interest Cost	4.0000000%
Weighted Average Maturity	10.357 Years

Capital Improvement Bonds | SINGLE PURPOSE | 3/3/2017 | 11:19 AM



23925 Woodward Avenue Pleasant Ridge, Michigan 48069

#### Regular City Commission Meeting February 14, 2017

Having been duly publicized, Mayor Metzger called the meeting to order at 7:32 p.m.

Present: Commissioners Foreman, Krzysiak, Perry, Scott, Mayor Metzger Also Present: City Manager Breuckman, City Attorney Need, City Clerk Drealan

Absent: None

#### **Public Discussion**

Amanda Wahl, 27 Fairwood, presented an update on the Pleasant Ridge Foundation Auction. It will be held the third Saturday in May and the theme will be Rock and Roll - Rockin' in the Ridge. The Foundation will invest the proceeds into renovating the back area of the community center. The annual membership drive encourages all citizens to join or contribute. The annual fee is \$35 and all monies go back into the community. Citizens can donate in person or online through the website.

Scott Pietrzak, Assistant City Manager/Recreation Director, discussed additional improvements to the Pleasant Ridge Community Center. The new access card project is 95% completed. Network security issues are being addressed. Beta testing will begin in the next couple of days with 30-40 regular users with a March 1 goal date to open the system to everyone. Everyone is encouraged to get an RFID tag to unlock the inner doors. An application must be completed to receive a tag and you must be 16 years or older. There will be an emergency phone button on the wall that will access 911. Three pendants with emergency buttons will also be available. The doors will lock at midnight with no reentry but there will be an emergency button for immediate reentry if needed. The Wellness Center will be shut down for three days to install new machines and flooring.

#### **Governmental Reports**

Commissioner Gary McGillivary, Oakland County Commissioner, noted that the County is hiring teens 16 and over for summer jobs. Applications are made through oakgov.com. There are positions available for life guards, park helpers, concession stand workers and others, with the pay range being approximately \$8.50 to \$11.00 per hour. Interested citizens should apply as soon as possible. He also noted that Oakland County Directories are available.

Chief Kevin Nowak, Pleasant Ridge Police, indicated that the Department assisted Ferndale during the recent Planned Parenthood gathering. Approximately 800 people attended and the event was peaceful and well managed. There was a discussion regarding the City's preparedness for gatherings of that nature in Pleasant Ridge.

#### City Commission Liaison Reports

Commissioner Foreman reported on Ferndale Public Schools. The Detroit Concert for a Cure raised \$1000 for the Ferndale Orchestra and \$3000 for Broadway Cares, most from the silent auction. The National Junior Honor Society made a presentation to the 50+ Club on how to use technology followed by one-on-one mentoring. The 50+ Club members felt more confident with using their devices and both groups felt the session was a great success. They are planning to offer a more advanced session in the near future. School board records show that resident enrollment in the past two years has increased significantly. There will be no school from February 20 through 24 for winter break. The next school board meeting is scheduled for February 27th at 7 p.m. at the high school.

Commissioner Perry reported on the Planning Commission/DDA. The Commission met on January 23rd and appointed Thomas Treuter as Chair, Kevin McCutcheon as Vice Chair and Martha Schlesinger as Secretary. The Capital Improvement Plan (CIP) sets forth projects for the next six years including road construction, tree planting, and police vehicles. The full CIP plan was approved and can be found on the City's website. The Oak Park Master Plan was reviewed. There were no proposed land use changes that affect Pleasant Ridge. The Commission approved a letter supporting the master plan. The DDA discussed the upcoming budget year and formed a budget subcommittee. The Multi-Jurisdictional Transit Circulator Service was discussed and it was agreed to allocate up to \$5000 from the DDA budget to support this service. The next meeting is April 24th at 7 pm.

Commissioner Scott reported on the Historical Commission. The next meeting is March 1, 2017. The Museum will be open Saturday, February 18 from 10:00 a.m. to noon. The Home and Garden Tour will be held on June 10, 2017.

Commissioner Krzysiak reported on the Recreation Commission. Chris Budnik was reelected Chair and Christine Matyas was reelected Secretary.

#### Consent Agenda

#### 17-3292

Motion by Commissioner Perry, second by Commissioner Scott, that the Consent Agenda be approved as presented.

Adopted: Yeas: Commissioners Perry, Foreman, Krzysiak, Scott, Mayor Metzger.

Nays: None

# Ordinance 422 to amend Chapter 10 Animals, Sec 10-1, Definitions and Sec 10-8, Hoarding of Animals and Section 10-9 Wild and Farm Animals and Non-Household Pets Prohibited

A subcommittee was formed including staff members and Mark McManus, Sean Campbell, and David Assemany. A very productive meeting led to using a model animal hoarding ordinance rather than trying to address specific numbers of animals. There was discussion regarding the need for involving psychiatrists to be declassified as an animal hoarder. Psychologicial review of people who hoard animals was included in the model ordinance and is supported by medical research.

#### 17-3293

Motion by Commissioner Foreman, second by Commissioner Scott, to approve the ordinances as amended. Commissioner Foreman thanked all those who participated in the process.

Adopted: Yeas: Commissioners Perry, Foreman, Krzysiak, Scott, Mayor Metzger.

Nays: None

#### Multi-Jurisdictional Transit Circulator Service

City Manager Breuckman delivered a powerpoint presentation on the proposed "Fab Cab" Neighborhood Shuttle. Both Ferndale and the Zoo are looking for solutions to their parking issues. The plan is to have a local circulator transit system that would run within a small defined area. The service would run from May-Oct, Fri-Sun, 10 a.m. to midnight. The route is not yet set but is planned to run from UofD Mercy to the Zoo and may include Royal Oak. Ideally it would have two or three trolleys running a 40 minute round trip. There would be different daytime and nighttime routes. It would be free to ride. The plan is modeled after the Grosse Pointe K-Line. Expenses are projected at \$235,000 for two trolleys. Revenues are estimated at \$315,000 without Royal Oak. Royal Oak participation would allow for three trolleys. Revenues would include \$210,000 from core partners and \$105,000 from sponsorships. Both UDM and Meijer will be approached to be sponsors. Core Partner funding breaks down as follows: Ferndale - \$100,000 (\$50,000 from DDA, \$50,000 from parking mitigation fund); Detroit - \$50,000; Pleasant Ridge - \$10,000; Detroit Zoo - \$50,000; Royal Oak -\$50,000 (potential). The plan is to operate as a one year pilot project and potentially extend into future years. Goals include becoming self-sufficient and removing the need for core partner funding. Additional goals include achieving 400 general riders per week (considered a low figure), 100 UDM riders per week, and increasing cross-neighborhood economic activity by 10%. Ferndale has taken the lead role in managing the project. Partnerships will be formalized and sponsors solicited in March. Initially plan to lease the trolleys in April with a goal to launch the project in May. Buying new trolleys in the future would be less expensive than leasing. The Pleasant Ridge DDA has committed \$5000 and the City Commission is being asked to consider matching that \$5000 commitment. There would be a stop in Pleasant Ridge, likely at Oakland Park and Sylvan. It was suggested that a bike rack by installed at those corners. The system would include a "Ride Hop" technology app which uses GPS to show riders where the trolley is on the route. A final name for the service has not been decided.

#### 17-3294

Motion by Commissioner Perry, second by Commissioner Scott, to allocate \$5000 to the Multi-Jurisdictional Transit Circulator Service.

Adopted: Yeas: Commissioners Perry, Foreman, Krzysiak, Scott, Mayor Metzger.

Nays: None

#### City Manager's Report

City Manager Breuckman reported that bids are going out for the Hanover and Norwich Roads improvement project this week.

#### **Other Business**

Commissioner Krzysiak reported that the Book Club for March will discuss *Georgia O'Keeffe: A Life*, by Roxana Robinson. The meeting will be the second Wednesday of the month, March 8th at 7:00 p.m. at the Community Center. There was an excellent discussion at the workshop on gerrymandering presented by Kevin Deegan-Krause. Commissioner Perry was active in organizing the event and it was very well attended. To learn more about the issue citizens should go to the Count MI Vote website at countmivote.org or the League of Women Voters site - lwvmi.org. There will also be other presentations given throughout the state on this issue.

Commissioner Foreman commented on the speed measuring sign that has been posted. Review of the data will be done in the spring. A solar sign was installed at a cost of \$3800 as opposed to \$18,000 for a hardwired unit. It sometimes loses power and a second battery has been purchased to help keep it consistently operating. The sign does help raise driver awareness and improve public safety.

With no further business or discussion, Mayor Metzger adjourned the meeting at 8:37 pm

#### February 2017

#### **ACCOUNTS PAYABLE**

PAYROLL LIABILITIES	\$	6,679.90			
ACCOUNTS PAYABLE	\$	550,298.87			
TOTAL	\$	556,978.77			
<u>PAYROLL</u>					
<b>February 1, 2017</b>	\$	34,487.20			
February 15, 2017	\$	34,920.24			
TOTAL	\$	69,407.44			

#### PG 1

# CHECK REGISTER FOR CITY OF PLEASANT RIDGE PAYROLL LIABILITIES

February 2017

Check Date	Check	Vendor Name	Description		Amount	
2/1/2017	1840	MIFOP	UNION DUES-FEB 2017	\$	188.00	
2/1/2017	1841	MISDU	FOC DEDUCTIONS	\$	224.60	
2/1/2017	1842	M&T BANK-ICMA - 401a	RETIRMENT CONTRIBUTIONS	\$	1,169.16	
2/1/2017	1843	ICMA RETIREMENT TRUST - 457	RETIRMENT CONTRIBUTIONS	\$	1,720.07	
2/15/2017	1846	MISDU	FOC DEDUCTIONS	\$	224.60	
2/15/2017	1847	M&T BANK-ICMA - 401a	RETIRMENT CONTRIBUTIONS	\$	1,318.01	
2/15/2017	1848	ICMA RETIREMENT TRUST - 457	RETIRMENT CONTRIBUTIONS	\$	1,835.46	

TOTAL PAYROLL LIABILITIES

6,679.90

# CITY OF PLEASANT RIDGE CHECK REGISTER ACCOUNTS PAYABLE

February 1, 2017

Check Date	Check	Vendor Name	Description		Amount
02/01/2017	20941	ALBANA KOKA	HISTORICAL MUSEUM CLEANING	\$	25.00
02/01/2017	20942	ARROW UNIFORM RENTAL	MAT RENTAL AND JANITORIAL SUPPLIES		1,094.02
02/01/2017	20943	BECREATIVE INC	DJ SERVICES FOR DADDY DAUGHTER DANCE ON		125.00
02/01/2017	20944	BENDZINSKI AND COMPANY	ATTORNEY CONTRACT SERVICES	\$	1,000.00
02/01/2017	20945	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE BENEFITS	\$	25,653.27
02/01/2017	20946	BRILAR	DPW CONTRACTED SERVICES	\$	17,341.53
02/01/2017	20947	CAMELOT TREE AND SHRUB CO	TREE CONTRACT SERVICES	\$	71.25
02/01/2017	20948	CITY OF BERKLEY	DECEMBER DISPATCH SERVICES	\$	3,349.61
02/01/2017	20949	CITY OF FERNDALE	FIRE CONTRACT PAYMENT - FEBRUARY	\$	21,381.72
02/01/2017	20950	CITY OF HUNTINGTON WOODS	ATTORNEY CONTRACT SERVICES	\$	4,138.75
02/01/2017	20951	CITY OF ROYAL OAK	WATER AND SEWER MAINTENANCE	\$	379.12
02/01/2017	20952	DETROIT EDISON COMPANY	COMMUNITY STREET LIGHTING	\$	2,962.27
02/01/2017	20953	FERNDALE PIZZA CO., INC.	RECREATION SUPPLIES	\$	46.95
02/01/2017	20954	G2 CONSULTING GROUP	CONTRACTED SERVICES	\$	2,875.00
02/01/2017	20955	HOLIDAY FOOD CENTER	MEETING SUPPLIES	\$	41.67
02/01/2017	20956	HUNT SIGN COMPANY, LTD	STREET SIGNS	\$	1,447.00
02/01/2017	20957	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT PLAN FEE	\$	250.00
02/01/2017	20958	IIMC	MEMBERSHIP DUES	\$	260.00
02/01/2017	20959	J & J AUTO TRUCK CENTER	POLICE VEHICLE REPAIRS	\$	15.00
02/01/2017	20960	JANI-KING OF MICHIGAN, INC	JANITORIAL CLEANING SERVICES	\$	2,161.00
02/01/2017	20961	KIESLER'S POLICE SUPPLY, INC	POLICE DEPARTMENT SUPPLIES	\$	356.70
02/01/2017	20962	LEGAL SHIELD	PRE PAID LEGAL SERVICES	\$	25.90
02/01/2017	20963	LIVING LAB	GAINSBORO PARK PROJECT	\$	2,377.40
02/01/2017	20964	MAJIK GRAPHICS INC	POLICE DEPARTMENT SUPPLIES	\$	152.00
02/01/2017	20965	MI MUNICIPAL RISK MANAGEMENT	BAND INSTALLMENTS	\$	19,568.25
02/01/2017	20966	MICHELLE DELACOURT	RIDGER	\$	485.00
02/01/2017	20967	MOM2MOMLIST.COM	MOM TO MOM SALE - RECREATION	\$	23.00
02/01/2017	20968	OAKLAND COUNTY CLERKS ASSOC.	MEMBERSHIP DUES -DREALAN & HUMPHREYS	\$	50.00
02/01/2017	20969	OAKLAND COUNTY TREASURER	CLEMIS	\$	2,328.89
02/01/2017	20970	OCAAO	2017 BOARD OF REVIEW TRAINING	\$	20.00
02/01/2017	20971	PENINSULAS	COMMUNITY PROMOTION - T-SHIRTS	\$	1,147.50
02/01/2017	20972	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES	\$	5,355.00
02/01/2017	20973	SAFEBUILT	CODE ENFORCEMENT SERVICES	\$	550.00
02/01/2017	20974	SCHEER'S ACE HARDWARE	BUILDING, DPW & RECREATION SUPPLIES	\$	195.59
02/01/2017	20975	SOUTHEASTERN OAKLAND COUNTY	REFUSE COLLECTION CONTRACT	\$	7,761.46
02/01/2017	20976	STATE OF MICHDEPT.OF TREAS.	2016 ANNUAL SALES TAX RETURN	\$	9.90
02/01/2017	20977	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFIT	\$	156.00
02/01/2017	20978	VERIZON	WIRELESS SERVICES	\$	50.08
02/01/2017	20979	WEB MATTERS BY KRISTIE	WEBSITE CHANGES	\$	45.00
02/01/2017	20980	PAVEX CORPORATION	GAINSBORO PARK & FLYNN FIELD PROJECT	\$	42,489.39

Total for 2/1/2017

\$ 125,275.83

PG 3

# CITY OF PLEASANT RIDGE CHECK REGISTER ACCOUNTS PAYABLE

February 15, 2017

Check Date	Check Date Check Vendor Name Description		Description	Amount	
02/15/2017	20981	ADKISON, NEED & ALLEN P.L.L.C.	CITY ATTORNEY CONTRACT	\$	1,287.50
02/15/2017	20982	ANDERSON, ECKSTEIN & WESTRICK	GAINSBORO PARK	\$	46,683.53
02/15/2017	20983	ARROW UNIFORM RENTAL	MAT RENTAL AND JANITORIAL SUPPLIES	\$	553.52
02/15/2017	20984	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH CARE BENEFITS	\$	24,281.80
02/15/2017	20985	CAMELOT TREE AND SHRUB CO	CITY WIDE TREE TRIMMING	\$	2,375.00
02/15/2017	20986	CITY OF BERKLEY	JANUARY DISPATCH SERVICES	\$	3,349.61



Amy M. Drealan, City Clerk

From: Amy M. Drealan, City Clerk

To: Mayor and City Commission

Date: March 14, 2017

Re: Huntington Woods Library Board Appointment

The City of Pleasant Ridge contracted with the City of Huntington Woods for Library Services. As part of the agreement, there are two seats on the Huntington Woods Library Advisory Board for Pleasant Ridge residents. I was recently notified of an opening on the Library Advisory Board as one of the Pleasant Ridge members is unable to serve due to personal commitments.

At this time, I am requesting the City Commission appoint Ms. Mikey Keating-Smith. She applied for one of the open seats in 2014 and is still very interested. Unfortunately, she will be unable to attend the City Commission meeting since she is out of town with her family.

Please feel free to contact me should you wish to discuss this matter further.



Candidate Questionnaire

News
Name: MIKE SMITH
Date: Pleasant Ridge Resident For (years):
09.17.20H 2 1/28.
Occupation:  FREE LANCE WELTER STAM AT HOME MOM
Commissions On Which You Want to Serve (please check all applicable boxes):
[ ] Board of Review [ ] Recreation Commission
[ ] Historical Commission [ ] Zoning Advisory Committee
[ ] Planning Commission [ ] Huntington Woods Library Board
Interests/Reasons/Qualifications
I AM INTERESTED IN JOINING THE LIBRARY BOARD BECAUSE I AM AN AVID USER OF THE LIBRARY WITH MY 22-MONTH OLD DAVGHTER WAY. I AM ALSO A VETERAN EDUCATOR
I AM AN AVID USER OF THE LIBRARY WITH MY 22-MONTH
DID DAVOHTER WUYD. IAM ALSO A WETERAN FOUCATOR
WHO HAS WORKED IN A VARIETY OF SCHOOLS IN A VARIETY OF
Boards/Commissions/Committees on Which You Have Served (list municipalities and dates)
Other Organizations
Education
BACHELOPS, PENN STATE, JOURNAUSM
MASTER'S LAMAR UNIVERSITY EDUCATION ADMINISTRATION
MASTER'S, LAMAR UNIVERSITY, EDUCATION ADMINISTRATION TEACHING CORTECATION, ST. THOMAS UNIVERSITY
JEANING CONTROL SILVERS
Additional Information



Amy M. Drealan, City Clerk

From: Amy M. Drealan, City Clerk

To: Mayor and City Commission

Date: March 14, 2017

Re: Ferndale Youth Assistance Funding

Included in your packet is a formal request by the Ferndale Youth Assistance (FYA) for a contribution in the amount of \$1,000.00 to support the effort and dedication to the youth in the community. Judge Longo and Ms. Anne Kelly will attend the meeting on behalf of FYA.

The recommendation is that the City contribute \$1,000.00 to Ferndale Youth Assistance for fiscal year 2017. This amount was budgeted for the current fiscal year and is the same contribution as FY 2016.



Through Community involvement

#### FERNDALE YOUTH ASSISTANCE

Serving Ferndale School District since 1960 881 Pinecrest, Ferndale, MI 48220 (248) 586-8700 www.ferndaleya.org

February 28, 2017

Mr. James Breuckman City Manager City of Pleasant Ridge 23925 Woodward Ave Pleasant Ridge MI 48069

Dear Mr. Breuckman:

Please accept this letter as a formal request for financial support in the amount of \$1,000 to Ferndale Youth Assistance for the fiscal year 2016-2017. Our goal is to help maintain the value and integrity of the program for the residents of the Ferndale School District and, with your help, this goal can be accomplished.

We understand that we're in a difficult economic climate, but our services have become essential to the well being of many families throughout the community. Today many of our families rely on scholarships for their children that will teach them a new skill or build their confidence in a safe and protected environment.

Ferndale Youth Assistance's core program and services are: Casework, Youth Recognition, Summer Camp, Family Education, Mentors Plus and Student Enrichment just to name a few. These programs help support our local youth and families.

Your sponsorship dollars are very important to us and will help up continue to thrive and be a valuable resource to your community for many years to come. Together we should feel proud that we're able to touch so many lives here in the City of Pleasant Ridge with our programs and services. We would be delighted to come to your council meetings to share information about Ferndale Youth Assistance.

Sincerely,

Alyssa Atkinson Chairperson

cc: Honorable Mayor K. Metzger



James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: March 9, 2017

Re: AEW Hourly Rate Schedule Increase

#### Overview

Attached is a requested rate increase from Anderson, Eckstein and Westrick, Inc. (AEW), the City's consulting engineering firm.

#### Background

AEW is requesting a rate increase for the first time since 2009. The requested rate increase is 5%, while CPI has increased by 11.8% from 2009 to 2016. The proposed rate schedule would be in place until June 30, 2019.

The City has partnered with AEW for engineering services for the past 23 years. We have enjoyed a good working relationship with AEW and look forward to continuing to work with them in the future.

#### Requested Action

City Commission consideration of the requested AEW hourly rate schedule for July 1, 2017 through June 30, 2019.



#### ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315 Civil Engineers • Surveyors • Architects 586-726-1234

March 6, 2017

Mr. James Breuckman, City Manager City of Pleasant Ridge 23925 Woodward Avenue Pleasant Ridge, Michigan 48069-1199

Reference: Proposed Hourly Rate Schedule

AEW File No. 0175-0075

Dear Mr. Breuckman:

We appreciate the opportunity the City of Pleasant Ridge has afforded us over the past twenty-three (23) years to provide engineering services. Anderson, Eckstein and Westrick, Inc. (AEW) has enjoyed working with you and the City, as an integral part of your team, and thanks you for this opportunity.

Our fees are subject to be adjusted annually based upon the United States Department of Labor Detroit Metropolitan Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI). The following is a summary of the CPI.

Year	CPI
2009	-0.8%
2010	1.1
2011	3.6
2012	2.6
2013	1.4
2014	0.8
2015	-2.0
2016	1.3

We have attached our proposed 2017 Hourly Rate (Exhibit A), which represents an increase of 5% over our 2009 rates. This equates to an average annual increase of 0.625% over the past 8 years.

The new rates will not go into effect until July 1, 2017. The new proposed rates will remain in effect until June 30, 2019 (see attached Hourly Charge Rate Table).



Sincerely,

Mr. James Breuckman, City Manager March 6, 2017 Page 2

The following is a brief summary of the fees for our services:

- 1. Preparation of plans and specifications (contract documents) for projects, the engineering fee to be a percentage of construction cost in accordance with Curve "B of the American Society of Civil Engineers Manual No. 45 dated 1980 (copy attached.) On difficult or complicated projects, Curve "A" shall be used; however, authorization must be obtained in advance. (This accounts for approximately 40% of our fees and this portion has not changed.)
- 2. Construction staking services shall be charged on an hourly basis for the various personnel as required in accordance with the 2017 hourly rate schedule attached.
- 3. The fee for construction observation (inspection), contract administration, and miscellaneous non-project services to be charged on an hourly basis for the various personnel as required in accordance with the 2017 hourly rate schedule attached.
- 4. Testing laboratory services for bituminous and concrete projects, soil borings, or other specialized services will be billed at actual cost. Fees for these special services will be estimated and submitted for authorization from the City prior to the work being performed.

We request your approval of the 2017 Hourly Charge Rate Schedule which will remain in effect until June 30, 2019.

It has been a pleasure working for you and your staff and we thank you for your confidence in our firm and your continued business. If you require any additional information, please advise.

Anderson, Eckstein and Westrick, Inc. Accepted By Signature President/CE/O Michael D. Smith, PE Printed Name, Title Project Manager Enclosure: Hourly Charge Rate Table Curve B and Curve A

Date



#### **EXHIBIT "A"**

#### **HOURLY CHARGE RATES**

#### **HOURLY CHARGE RATE**

EMPLOYEE CLASSIFICATION	Existing/Current	Proposed
	(09/10-10/11)	<u> 17/18 – 18/19</u>
PRINCIPAL ENGINEER/SURVEYOR/ARCHITECT	\$109.50	\$115.00
SENIOR PROJECT ENGINEER/SURVEYOR/ARCHITECT	109.50	115.00
LICENSED ENGINEER/SURVEYOR/ARCHITECT	109.50	115.00
GRADUATE ENGINEER/SURVEYOR/ARCHITECT	89.50	94.00
TEAM LEADER	89.50	94.00
ENGINEERING AIDE III	74.00	78.00
ENGINEERING AIDE II	67.00	70.50
ENGINEERING AIDE I	62.50	65.50
ENGINEERING AIDE TRAINEE	43.00	45.00
SECRETARIAL	35.50	37.00
SURVEY FIELD (3 PERSON)	181.00	190.00
SURVEY FIELD (2 PERSON)	150.50	158.00
SURVEY FIELD (1 PERSON)	115.00	120.50
CONFINED SPACE ENTRY CREW	205.00	215.00
DATA COLLECTOR (SURVEY CREW)	21.00	22.00
COMPUTER SYSTEM	10.50	- 0 -
GPS SURVEY EQUIPMENT	59.50	62.50

**EFFECTIVE JULY 2017** 

#### CONSULTING ENGINEERING

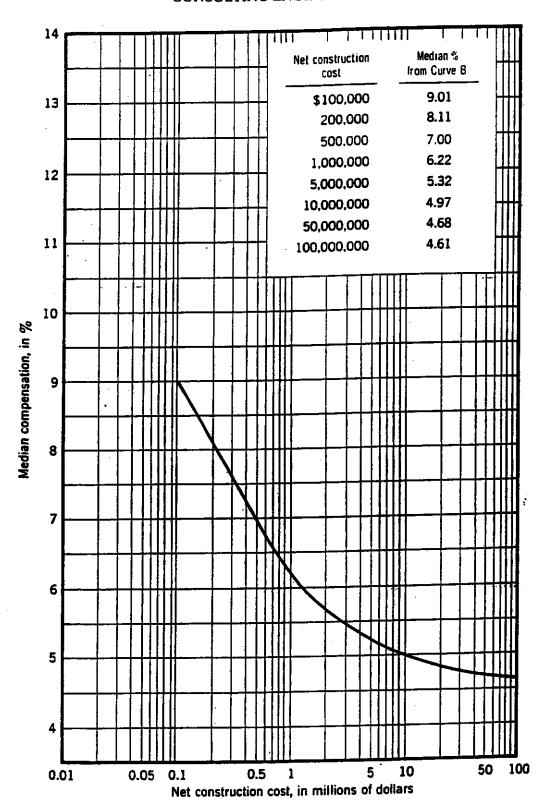


FIG. 2.—CURVE B. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1980)

#### CONSULTING ENGINEERING

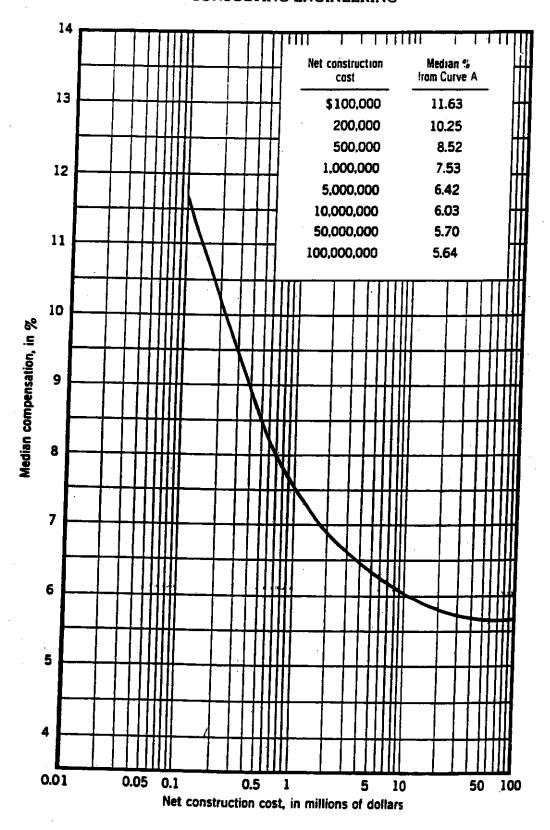


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)



James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: March 8, 2017

Re: Agreement for Ferndale to Provide Dispatch Services

#### Overview

Attached is a proposed contract with the City of Ferndale for dispatch services for police, fire, and EMS service calls, and to provide prisoner lockup.

#### Background

Our contract for dispatch services is currently with the City of Berkley, and expires on June 30, 2017. After consultation with our police, we are proposing to shift our dispatch services to the City of Ferndale starting July 1, 2017. The reasons for proposing this switch include:

- 1. Coordination with Fire and EMS. We contract with Ferndale for Fire and EMS services. Moving dispatch to Ferndale means that fire and EMS service calls will go directly to the agency that provides the service, rather than requiring Berkley to answer those calls and then transfer them to Ferndale.
- 2. Proximity. It will be more efficient for our police to transport prisoners to lockup in Ferndale than in Berkley. This will save time whenever an officer makes an arrest, or has to transport a prisoner to or from the district court.
- 3. Backup and Support. Our police work more closely with Ferndale police due to our proximity than any other department. Ferndale police are the most common department that provides backup and support for our officers when needed. Dispatching through Ferndale will complement that existing relationship.
- 4. Cost. There is a nominal cost decrease moving to Ferndale, so this new contract will have a small positive impact on our budget.

It is important to note that this proposed change is not due to any service or performance issues with Berkley. We have enjoyed a good relationship with Berkley for several years. It is simply a case where the operational benefits of switching to Ferndale outweigh staying with Berkley.

#### **Requested Action**

City Commission consideration of the agreement for the City of Ferndale to provide dispatch services for Pleasant Ridge.

#### AGREEMENT TO PROVIDE DISPATCH SERVICES

The City of Pleasant Ridge (hereinafter referred to as "Pleasant Ridge") and the City of Ferndale (hereinafter referred to as "Ferndale"), each Michigan Municipal Corporations chartered under the laws of the State of Michigan, herby enter into the following agreement:

- 1. The City of Ferndale agrees to provide dispatch services to the City of Pleasant Ridge for an annual fee of \$39,000 starting July 1, 2017. The City of Ferndale will bill Pleasant Ridge in monthly increments for the service.
- 2. Services provided shall include the receipt of all dispatch and public safety telephone answering services by competent employees of the City of Ferndale, and shall include receipt of all 9-1-1 emergency communications and non-emergency business calls with the exception of business calls which the City of Pleasant Ridge would receive during normal business hours, and transmission of those communications to City of Pleasant Ridge police personnel, City of Ferndale Fire and medical responders, or other entities when required. A record of calls shall be kept per City of Ferndale policy and in accordance with state and federal law.
- 3. The City of Ferndale shall provide prisoner lockup for a fee of \$15 per prisoner per day. Ferndale shall bill Pleasant Ridge for this service as an annual fee based on the average annual number of prisoners housed by Pleasant Ridge over the previous three years.
- 4. On June 30 of each year, this Agreement shall automatically renew. A one-year written notice by either party is required to terminate the agreement. Notice required under this agreement shall be sent by mail or electronic mail to the City Manager of each community.
- 5. On July 1 of each year the annual charge shall increase in accordance with the most recently available Inflation Rate Multiplier as published by the State of Michigan Department of Treasury for that year.
- 6. Each city shall maintain liability insurance in force during the term of this contract with a Michigan licensed insurance carrier with limits of liability not less than \$5,000,000 single limit for personal injury and property damage providing coverage for claims arising out of the subject matter of this contract. The parties shall each be solely responsible for the acts, and omission of their own employees, and agents. No liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. The parties do not intend to confer any third-party beneficiary status on any non-party to this Agreement.

#### DRAFT – March 9, 2017

- 7. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.
- 8. Pleasant Ridge shall be responsible for changeover costs related to CLEMIS, radio, and E-9-1-1 rerouting.
- 9. This Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than as contained herein. No modification of this Agreement shall be valid unless such is in writing and signed by both parties. No waiver of any portion of this Agreement shall be valid unless such is in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Michigan. Any dispute between the parties arising out of or relating to this Agreement shall be settled by arbitration in Southfield, Michigan, or such other place as the parties may agree upon, in accordance with applicable rules of the American Arbitration Association. The arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award. Such judgment shall be enforceable in the same manner as any other judgment of such court.

In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed into this agreement:

City of Pleasant Ridge
Ву:
Kurt Metzger
Mayor
•
Date:
City of Ferndale
Ву:
David Coulter
Mayor
Date:



James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: March 8, 2017

Re: Shared Supplemental Building Inspection Services with City of Ferndale

#### Overview

Attached is a proposed interlocal agreement that would allow Pleasant Ridge to use Ferndale building inspectors for plan review and building inspection purposes.

#### Background

Staff has been coordinating with the City of Ferndale and the property owners of the former Walker Wire site which is ramping up for redevelopment. That site sits in both Ferndale and Pleasant Ridge, with the City boundary bisecting the building. The proposed interlocal would allow Pleasant Ridge to use Ferndale inspectors for redevelopment activities at the Walker Wire site.

There are a few reasons for us pursuing this arrangement. Ferndale inspectors are experienced dealing with redevelopment activities in older industrial buildings. Our building inspectors are qualified, but do not deal with industrial redevelopment as commonly as Ferndale inspectors do. Ferndale inspectors also coordinate regularly with the Fire Marshall on reviews, and there will be more Fire Marshall involvement in this redevelopment effort than is commonly the case in Pleasant Ridge. Finally, using one set of inspectors for the redevelopment efforts at Walker Wire will help expedite the redevelopment process. The property owners will be able to deal with one inspector instead of coordinating inspections with two inspectors.

We have no plans to let our building inspectors go, nor do we have plans to combine departments with Ferndale. This interlocal agreement will also allow us to use Ferndale inspectors on an as-needed basis to supplement the expertise we have on our staff and provides us with a backup should we need to use Ferndale inspectors in case our inspectors are unavailable for whatever reason.

This agreement requires approval by both the City of Ferndale and Pleasant Ridge. The Ferndale City Council will be considering this interlocal agreement at their Monday, March 13 meeting.

#### **Requested Action**

City Commission consideration of the interlocal agreement for plan review and inspection services.

# INTERLOCAL AGREEMENT BETWEEN THE CITY of PLEASANT RIDGE AND THE CITY OF FERNDALE FOR PLAN REVIEW AND INSPECTION SERVICES

The Interlocal Agreement (the "Agreement") is made and entered into on \_\_\_\_\_\_, between the City of Pleasant Ridge (hereinafter referred to as "Pleasant Ridge") and the City of Ferndale (hereinafter referred to as "Ferndale").

**WHEREAS**, the State of Michigan "Still-Derossett-Hale Single State Construction Code Act," Act 230 of 1972, establishes regulations, through the Michigan Building Code, for building construction and safety.

**WHEREAS**, the State of Michigan "Skilled Trades Regulation Act," Act 407 of 2016("Act 407"), establishes regulations for the registration of building officials, plan reviewers and inspectors.

**WHEREAS**, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. ("Act 7"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

**WHEREAS**, Pleasant Ridge and Ferndale have qualified, Act 54 registered plan reviewers and inspectors available to perform plan reviews and inspections, and Pleasant Ridge and Ferndale have a mutual need for these services

**WHEREAS**, this service will further the public health, safety, and welfare, and promote efficiency and effectiveness of local governments;

**THEREFORE**, for mutual consideration hereinafter stated, Pleasant Ridge and Ferndale agree as follows:

# I. COMMENCEMENT DATE

The commencement date of this Agreement shall be \_\_\_\_\_.

#### II. TERM

This Agreement shall continue until terminated by either Pleasant Ridge or Ferndale as set forth in Article V, below.

#### III. SCOPE OF SERVICES

Pleasant Ridge and Ferndale agree to assist each other in providing plan review and inspection services subject to the following conditions:

- A. The building officials for each community shall coordinate meetings to establish procedures and policies for the sharing of resources for plan review and inspection services.
- B. Pleasant Ridge and Ferndale shall provide to each other on an "as needed", "as available" basis, plan reviews or inspections by state registered plan reviewers or inspectors.
- C. Pleasant Ridge and Ferndale shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Pleasant Ridge' and Ferndale's staff, it being understood and acknowledged by Pleasant Ridge and Ferndale that the plan review and inspection requirements in their respective communities shall take precedence.
- D. All plan review and inspections provided under this agreement shall be performed in accordance with Act 54 and any other applicable laws, statutes, codes, and regulations,

# IV. PAYMENT

Each party shall provide and exchange an itemized report to the other every month indicating the hours of service provided with time increments of no less than one quarter hour. The party providing any hour of service or increment thereof shall be compensated by the other at a rate of \$75.00 per hour within thirty (30) days of the reports.

#### V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving thirty (30) days advance written notice of termination to the other party. In the event of such termination by either party, the hours of service shall be evaluated as

noted in Section IV through the date of the termination of the agreement. Any outstanding compensation owed at the time of termination shall be paid.

# VI. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the acts of Pleasant Ridge and Ferndale and their officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Pleasant Ridge and Ferndale, and their officials, officers, agents and employees in the other municipality. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Pleasant Ridge and Ferndale agree that at all times and for all purposes under the terms of this Agreement, Pleasant Ridge relationship to Ferndale, and Ferndale's relationship to Pleasant Ridge, shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Pleasant Ridge or Ferndale as a result of this Agreement. Pleasant Ridge and Ferndale shall retain all authority for the rendition of services, standards of performance, control of personnel and other matters incidental to the performance of services by Pleasant Ridge or Ferndale under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other.

<u>Liability and Indemnification</u>. Pleasant Ridge and Ferndale shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employees, agents, and volunteers, the costs associated with those acts and omissions and the defense thereof. To the extent permitted by law, Pleasant Ridge shall hold harmless, indemnify and defend Ferndale and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Pleasant Ridge or its officials, officers, directors, employees, agents or volunteers. To the extent permitted by law, Ferndale shall hold harmless, indemnify and defend Pleasant Ridge and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Ferndale or its officials, officers, directors, employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

<u>Insurance</u>. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

#### VII. MISCELLANEOUS

<u>Entire Agreement</u>. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

<u>Severability</u>. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Pleasant Ridge and Ferndale.

<u>Permits and Licenses</u>. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

<u>No Implied Waiver</u>. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

<u>Notices</u>. Notices or reports given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail, express delivery service, certified mail, or first class U.S. mail postage prepaid, to the City Manager of the other community.

Assignment and Delegation. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

<u>Interpretation of Agreement</u>. This is a negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for one party over the other, and the doctrine of construction against the drafter shall not apply.

#### DRAFT – March 7, 2017

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

<u>Contacts</u>. Concerning matters associated with this Agreement, the primary contact person for Pleasant Ridge shall be James Breuckman, and the primary contact person for Ferndale shall be Jordan Twardy, or their successors.

<u>Filing.</u> Prior to its effectiveness, the interlocal agreement shall be filed with the clerk of Oakland County and with the Secretary of State, as required under Section 10(4) of Act 7.

# VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder.

City of Pleasant Ridge
By:
Kurt Metzger
Mayor
Date:
City of Ferndale
By:
David Coulter
Mayor
Date:



From: Carolyn Lorenz, Finance

To: Pleasant Ridge City Commission

Date: March 2, 2017

Re: 2016-17 Budget Amendment A-2017-001

#### Overview

The following budget amendments allocate retiree pension and health care costs to the individual departments which generated those costs. This results in no net change in the total City budget, it only changes the presentation of retirement costs.

#### Background

#### **Budget Amendment Group 1**

We have added a new account across departments to be able to breakout our total cost between active and retirees. This will present a more accurate picture of our legacy costs for each department. The amendment to the current budgeted amounts is as follows:

		Increase (Decrease)
Retirement - DB (Retirees)		\$11,000
Retirement - Retirement DB		\$(2,300)
Retirement - DB (Retirees)		\$ 22,000
Retirement - Retirement DB		\$(71,800)
Retirement - DB (Retirees)		\$98,400
Retirement - DB (Retirees)		\$10,100
Retirement - Retirement DB		\$(300)
Retirement - Retirement DB		\$(87,500)
Retirement - Retirement DB		\$10,000
Retirement - Retirement DB		\$200
Retirement - DB (Retirees)		\$10,200
	Retirement - Retirement DB Retirement - DB (Retirees) Retirement - Retirement DB Retirement - DB (Retirees) Retirement - DB (Retirees) Retirement - Retirement DB	Retirement - Retirement DB Retirement - DB (Retirees) Retirement - Retirement DB Retirement - DB (Retirees) Retirement - DB (Retirees) Retirement - Retirement DB

#### **Budget Amendment Group 2**

Eliminate the budgeted transfer from the Segregated Capital Asset Fund "SCAF" (259) to the Infrastructure Improvement Fund (218) in the amount of \$250,000. The transfer is no longer necessary given that we are in the process of issuing infrastructure bonds to fund infrastructure improvements.

#### Requested Action

City Commission consideration of the above budget amendments.



Darren Humphreys, Water Clerk

From: Darren Humphreys, Water Clerk
To: James Breuckman, City Manager

Date: March 6, 2017

Re: Delinquent Utility Accounts

Attached is a list of properties that have become delinquent of their utility bill. Upon approval, I will include a special assessment on these properties on the 2017 summer tax rolls.

Please feel free to contact me should you wish to discuss any matter further.

Address	Acount Number	An	nount	Tax ID Number
1 Amherst	AMHE-000001-0000-01	\$		60-25-27-104-023
52 Amherst	AMHE-000052-0000-01	\$		60-25-27-132-007
64 Amherst	AMHE-000064-0000-01	\$		60-25-27-132-012
70 Amherst	AMHE-000070-0000-02	\$	-	60-25-27-132-014
2 Cambride	CAMB-000002-0000-01	\$		60-25-27-153-017
46 Cambridge	CAMB-000046-0000-01	\$		60-25-28-278-020
111 Cambride	CAMB-000111-0000-01	\$	•	60-25-28-254-011
153 Cambride	CAMB-000153-0000-01	\$		60-25-28-182-004
12 Devonshire	DEVO-000012-0000-01	\$		60-25-27-103-008
42 Devonshire	DEVO-000012-0000-01 DEVO-000042-0000-01	\$		60-25-27-129-003
45 Devonshire	DEVO-000042-0000-01 DEVO-000045-0000-01	\$		60-25-27-128-026
48 Devonshire	DEVO-000043-0000-01 DEVO-000048-0000-01	۶ \$	•	60-25-27-129-006
56 Devonshire	DEVO-000048-0000-01 DEVO-000056-0000-01	۶ \$		60-25-27-129-009
59 Devonshire				
	DEVO-000059-0000-01	\$		60-25-27-128-031
67 Devonshire	DEVO-000067-0000-01	\$		60-25-27-128-034
21 Elm Park	ELM -000021-0000-01	\$		60-25-28-276-006
41 Fairwood	FAIR-000041-0000-01	\$	-	60-25-27-177-029
56 Fairwood	FAIR-000056-0000-01	\$		60-25-27-180-006
64 Fairwood	FAIR-000064-0000-01	\$		60-25-27-180-010
29 Hanover	HANO-000029-0000-02	\$		60-25-28-253-013
39 Hanover	HANO-000039-0000-01	\$		60-25-28-253-008
17 Kenberton	KENB-000017-0000-01	\$	-	60-25-28-203-011
50 Kensington	KENS-000050-0000-01	\$		60-25-27-102-029
84 Kensington	KENS-000084-0000-01	\$		60-25-27-128-012
104 Kensington	KENS-000104-0000-01	\$		60-25-27-128-019
22 Maplefield	MAPL-000022-0000-20	\$		60-25-28-180-098
57 Maplefield	MAPL-000057-0000-01	\$		60-25-28-181-003
32 Maywood	MAYW-000032-0000-01	\$	717.71	
42 Maywood	MAYW-000042-0000-01	\$	696.63	
44 Maywood	MAYW-000044-0000-01	\$	327.34	
48 Maywood	MAYW-000048-0000-01	\$	692.53	
21 Millington	MILL-000021-0000-01	\$	892.23	
90 Oakdale	OAKD-000090-0000-01	\$	713.65	
36 Oakland Park	OAKL-000036-0000-01	\$	143.69	
54 Ridge Road	RIDG-000054-0000-01	\$	676.98	
6 Sylvan	SYLV-000006-0000-01	\$	142.47	
10 Sylvan	SYLV-000010-0000-01	\$	420.04	
39 Sylvan	SYLV-000039-0000-01	\$	107.70	
25 Wellesley	WELL-000025-0000-01	\$	286.53	
56 Wellesley	WELL-000056-0000-02	\$	195.78	
74 Wellesley	WELL-000074-0000-01	\$	563.72	
7 Woodside Park	WDSD-000007-0000-01	\$	257.27	
24052 Woodward	WOOD-024052-0000-13	\$	236.85	
11 Woodward Heights	WDHT-000011-0000-01	\$	715.63	
20 Woodward Heights	WDHT-000020-0000-01	\$	370.95	
9		•		

28 Woodward Heights	WDHT-000028-0000-01	\$ 431.80
50 Woodward Heights	WDHT-000050-0000-01	\$ 244.08
58 Woodward Heights	WDHT-000058-0000-01	\$ 570.40
70 Woodward Heights	WDHT-000070-0000-01	\$ 1,615.24
Total		\$ 31,050.36



James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: March 9, 2017

Re: Welcoming Cities

#### Overview

Attached is a resolution for Pleasant Ridge to join the Welcoming Cities program.

#### Background

Immigration has been a topic of national discussion over the past few months. Changes in policy at the Federal level have spurred discussion of how municipalities are affected by these policy changes, and what local governments can do. Pleasant Ridge is a small community with limited resources, but one potential action we could take would be to join the Welcoming Cities program as a statement of our support for immigrant rights and integration efforts.

The Welcoming Cities program would require a small commitment of staff time and also a small membership fee of \$200 or less.

There has also been some discussion in the community of declaring Pleasant Ridge as a sanctuary city. This is a larger step that would require the City to pass ordinances, revise administrative policies, and/or pass new administrative policies. Such actions do create the potential for Pleasant Ridge to lose Federal funding. While we do not receive a large amount of direct Federal funding, staff would have to analyze all of our funding streams to determine which ones are indirectly supported by Federal funding.

We would have to weigh the relative benefit that Pleasant Ridge could create by declaring our small city as a sanctuary city against the potential impacts that we could see due to that decision. To date, it has been generally larger cities that offer a full array of services and have much greater reach and capacity than Pleasant Ridge that have declared themselves sanctuary cities.

No action is on the table at this time to designate Pleasant Ridge as a sanctuary city. If the Commission desires to go the sanctuary city route, Staff will have to conduct more research into the actions we would need to take and also the potential impacts.

#### Requested Action

City Commission consideration of the resolution for Pleasant Ridge to join the Welcoming Cities program.



23925 Woodward Avenue Pleasant Ridge, Michigan 48069

#### A RESOLUTION TO AFFIRM PLEASANT RIDGE AS A WELCOMING CITY

WHEREAS, the City of Pleasant Ridge believes in the innate dignity of all people; and

WHEREAS, the City of Pleasant Ridge acknowledges, honors, and values our immigrant and migrant roots, and

**WHEREAS**, the City of Pleasant Ridge celebrates diversity and recognizes that invaluable contributions to our social, religious, cultural, and economic landscape have come from immigrants from a wide variety of ethnic and religious backgrounds; and

WHEREAS, the City of Pleasant Ridge, and southeast Michigan as a whole, has long been home to immigrants and migrants from around the world who come seeking opportunity, stability, prosperity, and a better life for their families; and

WHEREAS, the City of Pleasant Ridge has long been recognized as a hospitable and welcoming place where the contributions of all are celebrated and valued, and

WHEREAS, as evidenced by our publicly supported human rights ordinance, the City of Pleasant Ridge is committed to being a diverse and inclusive city; and

WHEREAS, recent events on the national stage demand that people and communities of conscience speak out in defense of, and reaffirm their commitment to, this most basic American value; and

**WHEREAS**, the City of Pleasant Ridge will continue to provide a neighborly and welcoming atmosphere of respect and acceptance to all, regardless of national origin, religion, or sexual orientation; and

**WHEREAS**, by joining the Welcoming Cities initiative, the City of Pleasant Ridge commits to institutionalizing welcoming efforts through the adoption of practices that promote inclusion within local government and the broader community.

**NOW THEREFORE BE IT RESOLVED** by the Pleasant Ridge City Commission that the City of Pleasant Ridge is affirmed as a place where all foreign-born and native-born Americans can live together, share in each other's customs and ideals, and appreciate and promote cultural diversity.

Adopted: Yeas:

Nays: Absent:

**IN WITNESS WHEREOF, I**, Amy M. Drealan, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the Foregoing is a true and accurate copy of a Resolution adopted By the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, March 14, 2017.

Amy M. Drealan, City Clerk

#### **About the Welcoming Cities & Counties Program**

#### **Steps to Join:**

- Secure majority support among mayor/council/commission members
- Sign commitment form and designate one key staff contact
- Complete online form and orientation meeting by phone with Welcoming America
- Pay annual dues based on overall government budget (\$50-200)

#### **Commitments:**

- Commit to creating a welcoming environment for immigrant and refugee community members
- Advance a Welcoming Resolution (usually within first few months of joining), then work with staff & community partners to operationalize
- Do local community-based work to support immigrant rights and integration efforts
- Collaborate with local partners
- Participate in National Welcoming Week in September

#### **Benefits**:

- Network and staff support to help local government achieve welcoming & integration goals
- Access to network of peers across the nation doing similar work
- Welcoming staff support and technical assistance
- Access to online members' library of materials
- Training and grant opportunities
- Scholarships for annual events
- National and local recognition for achievements

#### **Making the Case to Your Colleagues**

- Immigrants and refugees are contributing members of the community and equally deserving of our commitment to civil and human rights. City staff and elected officials have a duty to serve and protect all residents, and to ensure foreign-born community members are fully included in the civic, social, and economic fabric of the community.
- Working for greater immigrant inclusion can benefit the economy of the whole community. Immigrants and refugees are tax payers, consumers, and entrepreneurs, particularly in a city or county that is home to academic and medical institutions (see: http://www.immigrationpolicy.org/just-facts/new-americans-michigan)
- Welcoming Cities: Framing the Conversation
   http://www.welcomingamerica.org/sites/default/files/Welcoming-Cities-Framing-Paper-Updated.pdf
- Role of Receiving Communities in Immigrant Integration http://www.welcomingamerica.org/sites/default/files/AllImmigrationisLocalReport.pdf
- Case Study: Nashville Success Story http://www.welcomingamerica.org/sites/default/files/WA\_Print.pdf

**Contact** Welcoming Michigan Coordinator Christine Sauvé to arrange a Welcoming City presentation for local elected officials or community groups: csauve@michiganimmigrant.org



# COMMITMENT TO PARTICIPATE IN THE WELCOMING CITIES & COUNTIES COHORT

As representatives of local government, we recognize that cities and communities that proactively welcome newcomers and take steps to ensure their successful integration will be strategically positioned as globally competitive 21<sup>st</sup> century leaders.

We therefore resolve to participate in the *Welcoming Cities and Counties Cohort* and commit to taking the following initial steps toward creating an environment that is receptive to immigrants, and that unlocks the full potential of all members of the community:

- Advance a municipal or county-level proclamation or resolution declaring our locality to be a
  welcoming one
- Find ways to institutionalize welcoming efforts through the adoption of policies and practices that promote inclusion within local government and the broader community
- Join a cohort of cities and counties that have pledged to become more welcoming
- Appoint at least one key municipal staff contact for the project
- Participate in three conference calls each year to share and learn from promising practices from other Welcoming Cities and Counties
- Participate in an annual in-person meeting with other Welcoming Cities and Counties (dependent upon available travel resources)

City or County Name:	Date:	
Agency:		
Representative Name:	Signature:	
Executive Name:	Signature:	

# Welcoming Communities

 Engage both U.S.-born & foreign-born residents in creating a welcoming atmosphere

Build relationships & mutual respect among longtime residents & newcomers

- Collaborate across sectors
- Newcomers are able to fully integrate, participate, contribute to the social, cultural, economic fabric of the community





# Welcoming Cities & Counties

- Locally-driven efforts to create inclusive communities
- Improve quality of life & economic potential for immigrants and non-immigrants alike
- 14 Michigan localities have joined national cohort of 100+
  - Detroit
  - Hamtramck
  - Macomb County
  - Sterling Heights
  - Clinton Twp
  - West Bloomfield Twp
  - Royal Oak
  - Ann Arbor

- Grand Rapids
- Battle Creek
- Kalamazoo County
- Lansing
- East Lansing
- Meridian Twp



# Welcoming City Agenda

Immigrant focused strategies

Receiving community focused strategies

Advance the Community's Global Welcoming Profile

Ensure Equitable Access to Basic Services

Expand Education & Economic Opportunity

Build Immigrant Leadership, Engagement and Inclusion

Foster a Knowledgeable, Safe and Connected Community

# Welcoming Cities & Counties

- PLAN: Government, business, non-profit, and faith sectors work together to create a welcoming community climate that supports long-term integration.
  - Example: Welcome Dayton Plan, Chicago New Americans Plan, NYC Blueprint
- COMMIT and SUSTAIN: Enact new policies & practices to support increased access and inclusion
  - Example: Language Access Policy, Public Safety Policies, Entrepreneur Support
- **COMMUNICATE**: Messages of unity and shared values permeate community through media, voice of leaders, and among residents.
  - Example: Welcoming Ambassadors & Positive Media Communications
- **BUILD COMMUNITY**: Newcomers and long-time residents are engaged to find common ground and shared leadership.
  - Example: Public engagement & dialogue events